

TENDER NO. 243C/2018/19



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 515 | Approved by Branch Manager: 10/04/2017

Version: 3

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CONTRACT DOCUMENT

FOR THE

APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

(RETURNABLE DOCUMENT)

ISSUED BY:

DIRECTOR: TRANSPORT
PLANNING
TRANSPORT DIRECTORATE,
CITY OF CAPE TOWN
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

JANUARY 2019

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	

CITY OF CAPE TOWN

TRANSPORT PLANNING

CONTRACT NO. 243C/2018/19

APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH
TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

General Tender Information

TENDER ADVERTISED	:	25 January 2019
CLARIFICATION MEETING	:	10h00 on 7 February 2019 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town, TRANSPORT Directorate: TRANSPORT PLANNING Department, Boardroom E1, 18 th Floor, Civic Centre Tower Block, Hertzog Boulevard, Cape Town
CLOSING DATE	:	28 February 2019
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 146 at the Tender & Quotation Box Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

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2. Other documents required for tender evaluation purposes

a) Curriculum Vitae of Staff as applicable - append to Schedule 11.

3. C1.1 The offer portion of the C1.1 Form of Offer and Acceptance

4. C1.2 Contract Data (Part 2)

5. C2.2 Schedule of Rates

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T2.2 Returnable Schedules

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C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

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

Project Inception: 6 Weeks after Start Date

Public Transport System Status Quo: 16 Weeks after Start Date

Contract
Part C1: Agreements and Contract Data
Reference No. 243C/2018/19

Stage 1: Review, analyse & interpret data and documents: 5 Weeks
Stage 2: Draft report & presentation: 2 Weeks
Stage 3: Client comment: 2 Weeks
Stage 4: Finalise document: 1 Week

AND/OR

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

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

The project is the APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

*Add the following to the definition of **Service Provider**:*

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

*Add the following to the definition of **Start Date**:*

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

Clause 3

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

Add the following after clause 3.1

Clause 3.2

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the Director: TRANSPORT PLANNING.

The address for receipt of communications is:

Telephone:

E-mail:

Postal Address: PO Box 290
CAPE TOWN
8000

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

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

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

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Replace clause 3.12.1 with the following:

If due to his negligence, or for reasons within his control, the Service Provider does not deliver the relevant project by the required Delivery Date, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the Delivery Date and the actual date of completion, at the rate equal to 25% of the daily rate(s) applicable to the relevant part of the Service, and up to the maximum of 25% of the total price applicable to the contract. Note that this clause 3.12.1 deals with a penalty for late delivery only, and does not permit payment for work not actually performed to the satisfaction of the Project Manager.

Clause 3.12.2

Replace Clause 3.12.2 with the following:

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

Add the following after 3.12.2

3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.13.1

Replace Clause 3.13.1 with the following:

Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services (except where such funds are provided only by way of fees payable for time-based work) shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, or at any other time as required by the Project Manager, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

Clause 3.17: Price adjustment due to content imported from outside South Africa

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

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

in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

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

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

- a) Replacing any of the key personnel listed at the time of tender or appointing new key personnel subject to the provisions of par 13 of Part C3.1 Scope of Work;
- b) Appointing Subcontractors for the performance of any part of the Services;
- c) Expenditure under any of the provisional items in the Pricing Schedule, except where such expenditure is in compliance with any parameters that the Project Manager has approved;
- d) The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of any of the contingency allowance, increasing the contract value or awarding any additional time as detailed in the relevant contract conditions.;
- e) Permitting advance payment for items not listed in the Advance Payment Schedule;
- f) Nominating the Employer's Agent Representative;
- g) Delegation of Employer's Agent authority in terms;
- h) Suspend the progress of the works;
- i) The issuing of an instruction to accelerate progress;
- j) Travel outside the metropolitan boundaries of the City where this is to be charged to the Employer; and
- k) Any other action that may be specified in the Contract Data.

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 9 and 16, Part T2.2 : Returnable Schedules).

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

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

Clause 8.4.1:

Add the following:

Planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, 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 Service Provider shall however be entitled to pro-rata payment for all services

carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by this Contract Data.

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

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

Clause 9.1:

Add the following:

Copyright of documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer.

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by mediation.

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Part C2: Pricing Data

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APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH
TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Schedule of Rates below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. The rates, sums, percentage fees and prices in the Schedule of Rates are to be fully inclusive and covers all work described under the relevant items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of Part C3.1 Scope of Work ("the Scope of Work"), and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as the Tenderer's overhead charges, including profit. Regarding time-based charges see further par 7 of this Part 2.1 Pricing Assumptions.

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

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Recoverable expenses:	Expenses actually incurred by the Service Provider directly in regard to the delivery of the Services or as otherwise approved by the Project Manager, other than those excluded in par 15 of this Part 2.1.
Percentage Fee:	The tendered fee for a service, the extent of which is described in Part 2.2 Schedule of Rates as read with the Scope of Work, expressed as a percentage of the value or part thereof that the Service Provider may claim.

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

7. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Schedule of Rates shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
8. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the Scope of Works, Paragraph 15.
9. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
10. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Schedule of Rates.
11. Tenderers are to note that only those recoverable expenses listed in the Schedule of Rates will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
12. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
13. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.30/km (excluding VAT).
14. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
15. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender (Clause 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.
16. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.
17. All charges in respect of attendance at meetings and the provision of secretarial services (Paragraph 4.2.7. in Part C3.1 Scope of Work) shall be included in the rate provided under Item No. 1 in the Schedule of Rates.
18. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
19. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Contractor's obligation to take out forward cover.

Part C3: Scope of Work

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CITY OF CAPE TOWN

TRANSPORT PLANNING

CONTRACT NO. 243C/2018/19

APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH
TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

C3.1 Scope of Work

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1. INTRODUCTION

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

In terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, such services must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced professionals for a five year contract under **TENDER NO. 243C/2018/19: APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES**, which will be evaluated using a financial offer and preferences based system as described in the Tender Data.

2. BACKGROUND

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

Background documents made available to Tenderers via a compact disk forming part of the tender document are as follows:

- Comprehensive Integrated Transport Plan (CITP) (2018 - 2023)
- Integrated Public Transport Network Plan (IPTN) 2032 (approved in 2014)
- Integrated Public Transport Network Operations Plan 2032 (approved in 2015)
- Integrated Public Transport Network Implementation Plan 2032 (approved in 2017)
- Integrated Public Transport Network Business Plan 2032 (approved in 2017)
- MyCiti Business Plan for Phase 1A and N2 Express (2015)
- MyCiti Business Plan for Phase 1A and N2 Express (2012)
- Some MyCiti Moderation documentation for Phase 1 and the N2 Express (2014)
- MyCiti Phase 2A conceptual design documentation (2016)

Through this tender a team of professional service providers will be appointed. Thereafter, this team will be invited to quote on a case by case basis on works projects related to this tender. The City will issue separate project briefs for these works projects.

Definitions:

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

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

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

3. EMPLOYER'S OBJECTIVE

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

4. DESCRIPTION OF THE SERVICES REQUIRED / TERMS OF REFERENCE

A wide range of transport system and network planning and design services are required. The main services are briefly described below; however, this tender is not limited to the services described below. The Employer retains the right to call for proposals on projects or tasks not listed below but which fall within the description transport system and network planning and design, and furthermore the Employer retains the right to not award tasks listed below in this tender and seek professional service providers separately from this tender. This tender does not prevent the City from going out on tender for the works projects listed herein as these works projects are provided as examples of works projects that may be required through this tender. In addition, the Employer is not bound to undertake all work listed below,

as any projects or tasks will be dependent on funding availability and this funding will be confirmed for each task or project prior to briefing the team of service providers.

4.1. Projects and Deliverables

Below are potential projects and tasks anticipated to be undertaken through this contract.

4.1.1. Review and Update of 2032 Integrated Public Transport Network Plans

The City of Cape Town developed the 2032 IPTN Network (approved 2014), High Level Operations (approved 2015) and Implementation (approved 2017) plans which are now due for review and update. In terms of the 2016 Gazetted Minimum Requirements for the Preparation of Integrated Transport Plans (ITPs), an IPTN Plan, which must be contained/incorporated in the Public Transport Plan (PTP) of an ITP, must be revised every fifth year and synchronised with the overall ITP process. The City therefore calls for suitably, qualified professionals to provide the professional services necessary to update the City Wide IPTN and associated Operations and Implementation plans.

The City of Cape Town's objective is to update the 2032 IPTN Network, Operations and Implementation plans such that they take into account new information, latest thinking, any changes in travel demand and patterns and changes in land use.

It is the intention of the 2032 IPTN update project that it should draw from and integrate with both new and existing work and information. The new information includes (but is not limited to):

- Household Travel Survey
- Employment Survey
- Public Transport Survey information
- 2032 IPTN Business Plan
- New Municipal Spatial Development Framework (MSDF)
- Updated land use scenario
- Updated growth projection (including population projections)
- Etc.

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

As indicated above, the review and update of the 2032 IPTN is reliant on various upstream tasks items such as:-

- Data Collection and Surveys for public transport planning and licence applications
- Household Travel Survey for IPTN Update
- Employment Survey for IPTN Update
- GABS Rationalisation (i.e. rationalisation of the existing GABS routes)
- Transport Demand and Cost modelling update (i.e. updating of the transport demand model (e.g. EMME) and planning cost model with the data collected from data collection projects, and refine the model based on IPTN modelling review recommendations).
- Base and future macro model and cost model work (i.e. macro modelling of future scenarios for IPTN update (land use and network scenarios) and cost model updates).
- Land use scenario update
- Etc.

The review and update will include various lessons learned, new information, developments in transport technology etc. The upstream work has begun in 2017/18, e.g. employment survey and public transport survey information, and will be followed in 2018/19 with the household travel survey and GABS rationalisation and so on.

4.1.2. Phase 2a

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

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

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

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

4.1.3. Corridor Planning

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

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

4.1.4. Optimisation

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

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

4.1.5. Fare Structure and Policy Review

The service provider will be required to:-

- Review the current distance based fare structure in the City's Fares Policy for Contracted Road-based Public Transport (approved 2015).
- Investigate lessons learned and alternative fare structures
- Review and update the above mentioned fares policy

4.1.6. Research on emerging issues

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

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

- Conducting both broad and detailed research making use of a number of sources and avenues to access the most reliable and relevant information
- Data Collection, including focus groups, interviews and so on
- Analysis, critical review and synthesis of above information and data
- Investigating various case studies
- Developing and applying most relevant and thorough research methodology to ensure integrity of findings
- Conduct pilot studies

- Preparing and delivering presentations and detailed reports. Excellent report writing ability is critical. The reports must be able to relay the research in a detailed and thorough manner while still being accessible to a non – expert.

4.1.7. Ad hoc investigations into system issues

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

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

4.2. Professional Support

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

4.2.1. Systems and Network Planning

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

1. Metropolitan wide integrated public transport planning
2. Corridor planning (planning integrated land use / public transport systems for IRT corridors including NMT)
3. Local area public transport planning
4. Developing city wide and corridor level operations plans and implementation plans / strategies
5. Corridor level, local area and ad hoc concept design including re-evaluation of existing concept designs
6. Feasibility studies

Key deliverables to be submitted to the Client may include:

- Reports (electronic and hard copies)
- Maps in PDF format
- GIS files
- Spreadsheet models with all data included
- Presentations

4.2.2. Systems Structure

Tasks may include but are not limited to:

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

4.2.3. Systems Analysis

While the City has a standard Data Collection and Surveys contract through which the bulk of the System Planning and Modelling branch's data collection is procured, the service provider may be required to undertake supplementary collection and analysis of transport data on an ad hoc basis to support the System Planning and Modelling Unit in its transport planning functions.

Key deliverables to be submitted to the Client include:

- Survey data (both field sheets and captured (and cleaned) data)
- Full reports on these surveys – including analysis of the survey data

4.2.4. Systems Modelling

Transport modelling expertise and the strategic macro and local area mesoscopic and microscopic levels. This will include an implemented calibration and validation strategy for any base year models with future year model scenario runs to test future road networks, PT systems, land use growth options and travel demand management initiatives. It would also include passenger movements at the microscopic level.

Experience required would be 10 full years at the strategic level with 5 full years at the local level and qualified as a professional or chartered engineer or equivalent. The City currently works with PTV macro, meso and micro modelling as well as EMME. Experience in this these software will be required.

4.2.5. Systems Design

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

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

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

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

4.2.6. Mapping and drawing work

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

Key deliverables to be submitted to the Client include:

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

4.2.7. Project management and coordination services

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

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

5. REPORTING REQUIREMENTS

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

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

6. USE OF REASONABLE SKILL AND CARE

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

7. BRIEF

7.1 Terms of Reference

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

7.2 Time Frames/Milestones

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

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

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

7.3 Places for the Performance of Specific Tasks

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

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

7.4 Reporting Requirements

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

8. REFERENCE DATA

Not applicable

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

10. APPROVALS

Not applicable

11. PROCUREMENT

11.1 Preferential Procurement

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

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

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

11.2 Monitoring the use of sub-contractors/sub-consultants and joint ventures

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

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

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

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

11.3 Forms for contract administration

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

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

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

modelling results, trends, etc. and to use such interpretation to develop appropriate solutions is also a requirement.

The Transport Planner must have the following competencies:

- Public Transport Planning
- Transport Planning
- Local, Corridor level transport planning
- City wide public transport planning
- Technical report writing

The Transport Planner has the following responsibilities:

- Assumes technical responsibility for work
- Provides solution orientated specialist advice to Employer
- Supervises lower level personnel
- Takes on the role of technical project leader

- (c) A Traffic Engineer who is professionally registered with a PrEng or PrTech Eng. The Traffic Engineer is required to have a Bachelors Degree in Civil Engineering and a Masters Degree in the Transport field for land based transportation (a Masters Degree in Transport Logistics is not acceptable). The Traffic Engineer must also have at least ten years verifiable, post graduate experience in a minimum of 3 traffic engineering projects (including public transport projects) completed within the last ten years. A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions is a requirement.

The Traffic Engineer must have the following competencies:

- Traffic Engineering
- Traffic Impact Assessments
- Concept Design
- Technical report writing

The Traffic Engineer has the following responsibilities:

- Assumes technical responsibility for work
- Provides solution orientated specialist advice to Employer
- Supervises lower level personnel
- Takes on the role of technical project leader

- (d) A Transport Modeller who specialises in Macro Transport Demand Modelling and who has a Bachelors Degree in Civil Engineering or in Mathematics or Statistics. The Transport Modeller must also have a Masters Degree in the Transportation field for land based transportation (a Masters Degree in Transport Logistics is not acceptable), Town Planning, Information Systems or

- (f) A GeoInformation Specialist / GIS Analyst who is registered with PLATO and has at least eight years verifiable experience using commercial GIS software such as ArcGIS and TransCAD.

The GeoInformation Specialist must have the following competencies:

- Effectively managing and working with large databases
- Performing complex data queries

The GeoInformation Specialist / GIS Analyst has the following responsibilities:

- Assumes technical responsibility for work
- Provides solution orientated specialist advice to Employer
- Supervises lower level personnel
- Takes on the role of technical project leader

- (g) A Public Transport Operations Specialist who has a relevant tertiary qualification and at least eight years verifiable experience in planning public transport scheduled operations.

The Public Transport Operations Specialist must have the following competencies:

- Public Transport Operations
- Public Transport Planning
- Technical report writing

The Public Transport Operations Specialist has the following responsibilities:

- Assumes technical responsibility for work
- Provides solution orientated specialist advice to Employer
- Supervises lower level personnel
- Takes on the role of technical project leader

- (h) A Concept Designer who has a Bachelors Degree in Civil Engineering and is professionally registered with a PrEng or PrTech Eng and has at least eight years verifiable post graduate experience in developing and preparing conceptual designs completed in the last 15 years. The Concept Designer must also have; must have developed and prepared conceptual designs for a minimum of 3 transport projects including intersection layouts, layout plans, cross sections, long sections, etc. which have been completed in the last 15 years; and must have developed and prepared concept designs for a minimum of 3 public transport projects completed in the last 15 years.

The Concept Designer must have the following competencies:

- Concept Design with a focus on Public Transport Concept Design
- Attention to detail

The Concept Designer has the following responsibilities:

The Traffic Engineer must have the following competencies:

- Traffic Engineering
- Traffic Impact Assessments
- Concept Design

The support Traffic Engineer reports to the key Traffic Engineer.

- (e) A Senior Researcher with a relevant PhD and at least five years of verifiable experience working in the public transport field. The Researcher must also be published in prominent academic journals and must have supervised at least one successful Masters Dissertation.

The Senior Researcher must have the following competencies:

- Ability to undertake complex research
- Ability to supervise research
- Technical Report Writing
- Ability to effectively communicate research findings, methodology, limitations, applications, etc. to non-specialists

The Senior Researcher must also have access to, and familiarity with a research database (e.g. Science Direct, WorldCat, EBSCO host etc.) and this must be included in the rates.

The Senior Researcher has the following responsibilities:

- Assumes technical responsibility for work
- Provides solution orientated specialist advice to Employer
- Supervises lower level personnel
- Takes on the role of technical project leader

- (f) A Senior Researcher with a relevant PhD or currently finalising (in the last year) his/her PhD and must have at least three years verifiable experience in the public transport field.

The Senior Researcher must have the following competencies:

- Ability to undertake complex research
- Technical Report Writing
- Ability to effectively communicate research findings, methodology, limitations, applications, etc. to non-specialists

The secondary Senior Researcher reports to the primary Senior Researcher.

- (g) A Transport Modeller who specialises in Macro Transport Demand Modelling and who has a Bachelors Degree in Civil Engineering or in Mathematics or Statistics. The Transport Modeller

CITY OF CAPE TOWN

TRANSPORT PLANNING

CONTRACT NO. 243C/2018/19

APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH
TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL
	NIL	

Number of sheets appended by the tenderer to this Schedule0..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TRANSPORT PLANNING

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C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

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**SCHEDULE 23: PREFERENCE SCHEDULE TO BE USED IN TERMS OF THE AMENDED CODES FOR
MEASURING BROAD-BASED BLACK ECONOMIC EMPOWERMENT IN THE CONSTRUCTION SECTOR
(2017) AND ITS TRANSITIONAL MEASURES**

**Preference Schedule where preferences are granted in respect of B-BBEE
contribution**

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as Indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, Issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practice, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

- 8) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortia/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^l) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^l = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

Part C4: Site Information

No Information provided at tender stage

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

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

Table 1: Level of Contribution: Amended Codes of Good Practise (Generic Scorecard)

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

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

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

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

5 Declarations

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

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

☐

Note:

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

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

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

Signature _____

Date

27.02.2019

Name (PRINT) _____

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

For official use.

SIGNATURE OF CITY OFFICIALS AT
DEPUTATION NING

1.

3.

CITY OF CAPE TOWN

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C1.1 Form of Offer and Acceptance Offer

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

CONTRACT NO. 243C/2018/19: APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO
SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

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

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

The completed Schedules of Rates (excluding VAT), as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Framework Contract document.

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

Signature(s)

Name(s)

Capacity DIRECTOR

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date 27.02.2019

For official use.	
INITIALS OF OFFICIAL AT TENDER	
1.	3.

Acceptance

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

The terms of the contract are contained in:

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

in Volumes 3 and 5, together with any drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

This agreement constitutes a framework contract for the purposes of developing Individual Works Projects to be allocated in terms of the procedures described in the contract.

Signature(s)

05/03/2021

Name(s)

Capacity

for the
Employer

ACTIVE DIRECTOR TRANSPORT PLANNING

CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date 05.03.2021

Schedule of Deviations

Notes:

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

- 1 Subject
 Details

- 2 Subject
 Details

- 3 Subject
 Details

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

Director

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

5/3/21

For the Employer:

Signature(s)

Name(s)

Capacity

ACTING DIR TRANSPORT PLANNING

(Name and
address of
organization)

CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date

5/03/2021

Confirmation of Receipt

The tenderer, (now contractor), identified in the offer part of this agreement hereby confirms receipt from the employer, identified in the acceptance part of this agreement, of one fully completed original copy of this framework agreement, including the schedule of deviations (if any), today:

the.....5.....(day)
of3.....(month)
20..21.....(year)
at Bellville.....(place)

For the Contractor:

Signature(s)
Name(s)
Capacity Director

Signature and name of witness:

Signature
Name

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:

Physical Address:

Telephone:

Facsimile:

Email:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

Email:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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C1.3 Occupational Health and Safety Agreement

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

(Service Provider/Mandatar/Company/CC Name)

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

I, _____, representing

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

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

COID ACT Registration Number: _____

OR Compensation Insurer: _____ Policy No.: _____

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

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

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

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

Signed at BELVILLE on the 27 day of FEBRUARY, 2019

Witness

mandatary

Signed at BELVILLE on the 05 day of MARCH, 2021

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

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C2.2 Schedule of Rates

Item No. 1: Provision for Time-Based Professional Services

Item No.	Activity Description	Unit	Rate (R/hr) excluding VAT
1.1	Provide time-based professional services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work: <u>KEY PERSONNEL:</u>		
	Project Manager and Coordinator	hr	1 397.50
	Transport Planner	hr	1 385.00
	Traffic Engineer	hr	1 385.00
	Transport Modeller (Macro Transport Demand Modelling)	hr	1 275.00
	Transport Modeller (Meso and Micro Transport Simulation Modelling)	hr	1 147.50
	Geoinformation Specialist / GIS Analyst	hr	442.50
	Public Transport Operations Specialist	hr	1 397.50
	Concept Designer	hr	998.50
	CAD Operator	hr	347.50
1.2	<u>ADDITIONAL PERSONNEL:</u>		
	Project Manager and Coordinator (secondary)	hr	849.50
	Transport Planner (secondary)	hr	747.50

Item No.	Activity Description	Unit	Rate (R/hr) excluding VAT
	Transport Planner (Junior)	hr	449.50
	Traffic Engineer (secondary)	hr	747.50
	Senior Researcher (primary)	hr	1 297.50
	Senior Researcher (secondary)	hr	645.00
	Transport Modeller (Macro Transport Demand Modelling) (secondary)	hr	897.50
	Transport Modeller (Meso and Micro Transport Simulation Modelling) (secondary)	hr	897.50
	Geoinformation Specialist / GIS Analyst (secondary)	hr	447.50
	Public Transport Operations Specialist (secondary)	hr	597.50
	Concept Designer (secondary)	hr	747.50
	CAD Operator (secondary)	hr	322.50
	Survey Supervisor	hr	247.50
	Transport Economist	hr	1 097.50

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

Item No.	Description	Unit	Quantity	Rate	Amount R c	
2.1	Recoverable expenses in respect of printing/copying as specified below: Printing: size A0, Printing: size A1, Printing: size A2, Printing/copying: size A4 (reports and tender documents only), Compilation and binding of reports/tender documents, books of drawings. Electronic Data provided on Compact Disk	No No No No No No.		200.00 160.00 140.00 9.00 20.00 10.00		
2.2	Recoverable expenses in respect of travelling, overnight stay (between provinces) for the service providers and sub-consultants.	Provisional Sum			500 000	00
2.3.1	Other costs (not included in rates) incurred on behalf of and with the approval of the Employer.	Provisional Sum			500 000	00
2.3.2	Extra over Item 2.3.1 above in respect of all other costs, overhead charges and profit, up to a maximum of 5%	%	500 000	0	0	00

Item No. 3: Additional Advisory Multidisciplinary Services

Item No.	Activity Description	Unit	Rate (R/hr)
3.	Additional Services pertaining to all stages of the works projects.		
3.1.	Category A staff	hr	1 800.00
3.2.	Category B staff	hr	1 385.00
3.3.	Category C staff	hr	995.00
3.4.	Category D staff	hr	450.00

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DECLARATION IN RESPECT OF COMPLETENESS OF TENDER

I, the undersigned, do hereby declare that the above is a properly priced Schedule of Rates forming part of this Contract Document upon which my/our tender for Tender No. 243C/2018/19: APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES is based.

SIGNED ON BEHALF OF THE TENDERER: ..

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

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

12. FORMAT OF COMMUNICATION

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

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

13. KEY PERSONNEL

The Tenderer shall maintain the involvement of the key personnel mentioned below as the exigencies of this contract require, in order to undertake work as and when required for work or segments of work related to the scope of work for this tender. The Tenderer shall identify the specialists offered as Key Personnel in SCHEDULE 11: KEY PERSONNEL Part T2.2 Returnable Schedules and complete this schedule in sufficient detail to permit evaluation of the team as part of the tender evaluation. The Curriculum Vitae (CVs) of all Specialists (including those proposed to provide services as sub-contractors), must be appended to such schedule.

- (a) A Project Manager and Coordinator, who has a Bachelors Degree or higher qualification. The Primary Project Manager and Coordinator must also be registered as a Project Management Professional (PrCPM and CAPM are not acceptable) and have at least seven years' verifiable, post graduate experience in Project Management for a minimum of 3 relevant projects (i.e. transport and public transport planning and design projects), completed within the last ten years. The Primary Project Manager and Coordinator must also have verifiable postgraduate experience in managing multidisciplinary professional teams and integrating systems and projects.

The Project Manager must have the following competencies:-

- Project Management and Coordination
- Programme development, monitoring and reporting
- Communication
- Risk identification, management and reporting
- Writing reports

The Project Manager has the ultimate responsibility to ensure that all work is completed to correct standards and within stipulated time frames. To develop and maintain programmes, to identify, manage and report on project risks.

The Project Manager reports to Employer or Employer's identified agent.

- (b) A Transport Planner who has Masters Degree in the Transport field for land based transportation (a Masters Degree in Transport Logistics is not acceptable). The Transport Planner must have at least ten years' verifiable post graduate experience in road and rail based transport planning completed in the last 15 years and completed development / planning for a minimum of 3 integrated public transport network projects (which include BRT and other public transport modes such as minibus taxis) completed in the last 15 years. A demonstrated ability to interpret data,

Computer Science and; at least eight years verifiable, post graduate experience with Macro Transport Demand modelling completed in the last 15 years; and completed Macro Transport Demand modelling for a minimum of 3 **transport projects** completed in the last 15 years; and also completed Macro Transport Demand modelling for a minimum of 3 **public transport projects** completed in the last 15 years; and a minimum of 5 years' local (South Africa) experience in INRO software completed in the last 10 years.

The Transport Modeller must have the following competencies:

- Macro Transport Demand Modelling for public transport and private transport projects
- Technical report writing
- Calibration of large complex models

The Transport Modeller has the following responsibilities:

- Assumes technical responsibility for work
- Provides solution orientated specialist advice to Employer
- Supervises lower level personnel
- Takes on the role of technical project leader

- (e) A Transport Modeller who specialises in Meso and Micro Transport Simulation Modelling and who has a Bachelors Degree in Civil Engineering together with a professional registration such as a PrEng / PrTech Eng or equivalent international accreditation. The Transport Modeller must also have; at least eight years verifiable, post graduate experience with Meso and Micro Transport Simulation modelling completed in the last 15 years; and completed Meso and Micro Transport Simulation modelling for a minimum of 3 **transport projects** completed in the last 15 years; and completed Meso and Micro Transport Simulation modelling for a minimum of 3 **public transport projects** including at least one corridor level and at least one local area level completed in the last 15 years; and a minimum of 2 years' experience in PTV or Inro or AIMSUN software completed in the last 10 years.

The Transport Modeller must have the following competencies:

- Meso and Micro Transport Simulation Modelling for public transport and private transport projects
- Technical report writing
- Calibration of large complex models

The Transport Modeller has the following responsibilities:

- Assumes technical responsibility for work
- Provides solution orientated specialist advice to Employer
- Supervises lower level personnel
- Takes on the role of technical project leader

- Assumes technical responsibility for work
- Provides solution orientated specialist advice to Employer
- Supervises lower level personnel
- Takes on the role of technical project leader

- (i) A CAD Operator with a relevant tertiary qualification and at least five years of verifiable, post graduate experience in drawing concept designs for transport projects including drawing cross sections, long sections, layout plans, intersection geometric layouts, etc., completed in the last 10 years.

The CAD Operator must have the following competencies:

- Excellent drawing skills using AutoCAD
- Works quickly
- Attention to detail

The AutoCAD Operator reports to the key Concept Designer.

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

14. ADDITIONAL PERSONNEL

The Tenderer shall maintain the involvement of the additional personnel mentioned below as the exigencies of this contract require, in order to undertake work as and when required for work or segments of work related to the scope of work for this tender.

- (a) A Project Manager and Coordinator, who has a Bachelors Degree or higher qualification. The Project Manager and Coordinator must be registered as a Project Management Professional (PrCPM and CAPM are not acceptable) and have at least five years verifiable, post graduate experience in Project Management for a minimum

of 3 relevant projects (i.e. transport and public transport planning and design projects), completed within the last ten years. The Project Manager and Coordinator must also have verifiable post graduate experience in managing multidisciplinary professional teams and integrating systems and projects.

The Project Manager must have the following competencies:-

- Project Management and Coordination
- Programme development, monitoring and reporting
- Communication
- Risk identification, management and reporting
- Writing reports

The support Project Manager and Coordinator reports to the key Project Manager and Coordinator.

- (b) A Transport Planner who has Masters Degree in the Transport field for land based transportation (a Masters Degree in Transport Logistics is not acceptable). The Transport Planner must have at least five years' verifiable post graduate experience in road and rail based transport planning completed in the last 15 years and completed development / planning for a minimum of 3 integrated public transport network projects (which include BRT and other public transport modes such as minibus taxis) completed in the last 10 years. A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions is also a requirement.

The Transport Planner must have the following competencies:

- Public Transport Planning
- Transport Planning
- Local, Corridor level transport planning
- City wide public transport planning

The support Transport Planner reports to the key Transport Planner.

- (c) A Transport Planner who has as relevant Bachelors degree. The Transport Planner must have at least one year of verifiable post graduate experience in road and rail based transport planning.

The support Transport Planner reports to the key Transport Planner.

- (d) A Traffic Engineer who has a Bachelors Degree In Civil Engineering. The Traffic Engineer is required to have at least five years verifiable, post graduate experience in a minimum of 3 traffic engineering projects (including public transport projects) completed within the last ten years. A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions is a requirement.

must also have a Masters Degree in the Transportation field for land based transportation (a Masters Degree in Transport Logistics is not acceptable), Town Planning, Information Systems or Computer Science and; at least four years verifiable, post graduate experience with Macro Transport Demand modelling completed in the last 10 years; and completed Macro Transport Demand modelling for a minimum of 3 **transport projects** completed in the last 10 years; and also completed Macro Transport Demand modelling for a minimum of 3 **public transport projects** completed in the last 10 years; and a minimum of 2 years' experience in INRO software.

The Transport Modeller must have the following competencies:

- Macro Transport Demand Modelling for public transport and private transport projects
- Technical Report Writing
- Calibration of large complex models

The support Transport Modeller reports to the key Transport Modeller.

- (h) A Transport Modeller who specialises in Meso and Micro Transport Simulation Modelling and who has a Bachelors Degree in Civil Engineering. The Transport Modeller must also have a professional registration such as a PrEng / PrTech Eng or equivalent international accreditation. and; at least four years verifiable, post graduate experience with Meso and Micro Transport Simulation modelling completed in the last 10 years; and completed Meso and Micro Transport Simulation Modelling for a minimum of 3 transport projects including public transport projects completed in the last 10 years; and a minimum of 1 years' experience in PTV or Inro or AIMSUN software.

The Transport Modeller must have the following competencies:

- Meso and Micro Transport Simulation Modelling for public transport and private transport projects
- Technical Report Writing
- Calibration of large complex models

The support Transport Modeller reports to the key Transport Modeller.

- (i) A GeoInformation Specialist / GIS Operator who has at least four years verifiable experience using commercial GIS software such as ArcGIS and TransCAD.

The GeoInformation Specialist must have the following competencies:

- Developing / capturing data
- Excellent mapping skills
- Ability to integrate different software packages

The support GeoInformation Specialist reports to the key GeoInformation Specialist.

- (j) A Public Transport Operations Specialist who has at least five years verifiable experience in planning public transport scheduled operations.

The Public Transport Operations Specialist must have the following competencies:

- Public Transport Operations
- Public Transport Planning

The support Public Transport Operations Specialist reports to the key Public Transport Operations Specialist.

- (k) A Concept Designer who has a Bachelors Degree / Diploma in Civil Engineering and has at least five years verifiable post graduate experience in developing and preparing conceptual designs for transport projects including intersection layouts, layout plans, cross sections, long sections, etc. which have been completed in the last 10 years.

The Concept Designer must have the following competencies:

- Concept Design with a focus on Public Transport Concept Design
- Attention to detail

The support Concept Designer reports to the key Concept Designer.

- (l) A CAD Operator who has at least two years of verifiable, experience in drawing concept designs for transport projects including drawing cross sections, long sections, layout plans, intersection geometric layouts, etc., completed in the last 10 years. The CAD Operator should also have at least two years of verifiable, experience working with AutoTurn.

The support CAD Operator reports to the key CAD Operator.

- (m) A Survey Supervisor who has a Matric qualification and at least five years' experience in data collection surveys in order to ensure quality control and data integrity. The Survey Supervisor should also have experience in engaging with the public transport industry in Cape Town; and should have their own transport; and should be able to assist with co-ordinating surveys.

- (n) A Transport Economist who has a Masters Degree in Economics or Transport Economics and at least four years of verifiable, post graduate experience in evaluating transport related project feasibility, including cost – benefit analysis, travel time cost savings and employment impacts with a particular focus on public transport economics, as well as experience in assessing the effect of various urban interventions on a metropolitan scale completed in the last 15 years.

The Transport Economist has the following responsibilities:

- Assumes technical responsibility for work
- Provides solution orientated specialist advice to Employer
- Supervises lower level personnel
- Takes on the role of technical project leader

15. ADDITIONAL ADVISORY MULTIDISCIPLINARY SERVICES

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

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

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

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

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

16. MANAGEMENT MEETINGS

16.1 Management Meetings

The Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing the works project. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

16.2 Community/Stakeholder Meetings

The Service Provider may be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties, where possible.

16.3 Supply Chain Management (SCM) Committee Meetings

The Service Provider may be required to attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

16.4 Ad-hoc Meetings

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

16.5 General

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

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the rates (Item No .1: C2.2 Schedule of Rates).

CITY OF CAPE TOWN

TRANSPORT PLANNING

CONTRACT NO. 243C/2018/19

APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to clause F.2.1.4.2 of the Tender Data and shall insert in the spaces provided below details of the key personnel.

The key personnel are required to meet all of the requirements as listed in the tender and this should be clearly demonstrated in the table below and the attached Curriculum Vitae.

The Curriculum Vitae of each individual must be appended to this schedule and produced in a format that clearly demonstrates the required experience and qualifications.

Role	First Name and Surname	Qualifications	Compliance		Professional Registration	Compliance		Type and years of relevant experience & skills	Compliance	
		Requirements	yes	no	Requirements	yes	no	Requirements	yes	no
1) Project Manager and Coordinator		Bachelors degree or higher qualification	✓		Project Management Professional Registration (PrCPM and CAPM are not acceptable)	✓		a) At least 7 years' verifiable, postgraduate experience in Project Management for a minimum of 3 relevant projects (i.e. transport and public transport planning and design projects), completed within the last ten years; and	✓	
								b) Verifiable postgraduate experience in managing multidisciplinary professional teams and integrating systems and projects	✓	
2) Transport Planner		Masters degree in the In Transport field for land based transportation (excluding logistics)	✓					a) At least 10 years' verifiable post graduate experience in road and rail based transport planning with a focus on public transport planning completed in the last 15 years; and	✓	
								b) Completed development / planning for a minimum of 3 integrated public transport network projects (which include BRT and other public transport modes such as minibus taxis) completed in the last 15 years; and	✓	
								c) A demonstrated ability to interpret data, modeling results, trends, etc. and to use such interpretation to develop appropriate solutions.	✓	
3) Traffic Engineer		a) Bachelors Degree in Civil Eng.	✓		ECSA registration as Pr Eng or Pr Tech Eng	✓		a) At least 10 years verifiable, post graduate experience in a minimum of 3 traffic engineering projects (including public transport projects) completed within the last ten years; and	✓	
		b) Masters degree in the In Transport field for land based transportation (excluding logistics)	✓					b) A demonstrated ability to interpret data, modeling results, trends, etc. and to use such interpretation to develop appropriate solutions is a requirement.	✓	

Tender
Part T2: Returnable Documents
Reference No. 243C/2018/19

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T2.2
Returnable Schedules

Role	First Name and Surname	Qualifications	Compliance		Professional Registration	Compliance		Type and years of relevant experience & skills	Compliance	
		Requirements	yes	no	Requirements	yes	no	Requirements	yes	no
4) Transport Modeller (Macro Transport Demand Modelling)		a) Bachelors Degree in Civil Engineering or in Mathematics or Statistics; and	✓					a) At least eight years verifiable, post graduate experience with Macro Transport Demand modelling completed in the last 15 years; and	✓	
		b) Masters degree in the in Transport field for land based transportation (excluding logistics), Town Planning, Information Systems or Computer Science	✓					b) Completed Macro Transport Demand modelling for a minimum of 3 transport projects completed in the last 15 years; and	✓	
								c) Also completed Macro Transport Demand modelling for a minimum of 3 public transport projects completed in the last 15 years; and	✓	
								d) a minimum of 5 years' local (South Africa) experience in INRO software completed in the last 10 years	✓	
5) Transport Modeller (Meso and Micro Transport Simulation Modelling)		a) Bachelors degree in Civil Engineering	✓		ECSCA professional registration such as a PrEng / PrTech Eng or equivalent International accreditation.	✓		a) At least eight years verifiable, post graduate experience with Meso and Micro Transport Simulation modelling completed in the last 15 years; and	✓	
								b) Completed Meso and Micro Transport Simulation modelling for a minimum of 3 transport projects completed in the last 15 years; and	✓	
								c) Completed Meso and Micro Transport Simulation modelling for a minimum of 3 public transport projects including at least one corridor level and at least one local area level completed in the last 15 years; and	✓	
								d) A minimum of 2 years' experience in PTV or Inro or AIMSUN software completed in the last 10 years.	✓	
6) Geo-Information Specialist / GIS Analyst			✓		Registered with PLATO	✓		At least eight years verifiable experience using commercial GIS software such as ArcGIS and TransCAD	✓	
7) Public Transport Operations Specialist		A relevant tertiary qualification	✓					At least eight years verifiable experience in planning public transport scheduled operations.	✓	
8) Concept Designer		Bachelors degree in Civil Engineering	✓		ECSCA professional registration with a PrEng or PrTech Eng	✓		a) At least eight years verifiable post graduate experience in developing and preparing conceptual designs completed in the last 15 years; and	✓	
								b) Must have developed and prepared conceptual designs for a minimum of 3 transport projects including intersection layouts, layout plans, cross sections, long sections, etc. which have been completed in the last 15 years; and	✓	
								c) Must have developed and prepared conceptual designs for a minimum of 3 public transport projects completed in the last 15 years.	✓	

		Qualifications	Compliance		Professional Registration	Compliance		Type and years of relevant experience & skills	Compliance	
Role	First Name and Surname	Requirements	yes	no	Requirements	yes	no	Requirements	yes	no
9) CAD Operator		A relevant tertiary qualification	✓					At least five years of verifiable, post graduate experience in drawing concept designs for transport projects including drawing cross sections, long sections, layout plans, intersection geometric layouts, etc, completed in the last 10 years	✓	

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TRANSPORT PLANNING

CONTRACT NO. 243C/2018/19

APPOINTMENT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH
TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

SCHEDULE 18: ADDITIONAL PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

Key personnel are defined as those listed in Schedule 11 above. Additional personnel are those listed in the table below and the Tenderer is required to maintain the involvement of the additional personnel mentioned below as the exigencies of this contract require, in order to undertake works projects as and when required.

The tenderer is referred to Paragraph 14 in Part C3: Scope of work.

A person / individual listed as a key personnel cannot also be used as an additional personnel. By signing this returnable schedule the tenderer agrees that the following additional personnel as described in Paragraph 14 in Part C3: Scope of work and here below, will be available to undertake Works Projects as and when required.

Role	Qualifications	Professional Registration	Type and years of relevant experience / skills
1) Project Manager and Coordinator (secondary)	Bachelors degree or higher qualification	Registered as a Project Management Professional (PrCPM and CAPM are not acceptable)	a) At least five years verifiable, post graduate experience in Project Management for a minimum of 3 relevant projects (i.e. transport and public transport planning and design projects), completed within the last ten years; and b) Verifiable post graduate experience in managing multidisciplinary professional teams and integrating systems and projects.
2) Transport Planner (secondary)	Masters degree in the in Transport field for land based transportation (excluding Logistics)		a) At least five years' verifiable post graduate experience in road and rail based transport planning completed in the last 10 years; and b) Completed development / planning for a minimum of 3 integrated public transport network projects (which include BRT and other public transport modes such as minibus taxis) completed in the last 10 years; and c) A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions.
3) Transport Planner (junior)	Relevant Bachelors degree		At least one year of verifiable post graduate experience in road and rail based transport planning.
4) Traffic Engineer (secondary)	Bachelors Degree in Civil Engineering		a) At least five years verifiable, post graduate experience in a minimum of 3 traffic engineering projects (including public transport projects) completed within the last ten years; and

Role	Qualifications	Professional Registration	Type and years of relevant experience / skills
			b) A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions.
5) Senior Researcher (primary)	A relevant PhD		a) At least five years of verifiable experience working in the public transport field; and b) Published in prominent academic journals; and c) Supervised at least one successful Masters Dissertation; and d) Access to, and familiarity with a research database (e.g. Science Direct, WorldCat, EBSCO host etc.) and this must be included in the rates.
6) Senior Researcher (secondary)	Relevant PhD or currently finalising (in the last year) his/her PhD		At least three years verifiable experience in the public transport field.
7) Transport Modeller (Macro Transport Demand Modelling) (secondary)	Bachelors Degree in Civil Engineering or in Mathematics or Statistics; and		a) At least four years verifiable, post graduate experience with Macro Transport Demand modelling completed in the last 10 years; and
	Masters degree in the in Transport field for land based transportation (excluding Logistics), Town Planning, Information Systems or Computer Science		b) Completed Macro Transport Demand modelling for a minimum of 3 transport projects completed in the last 10 years; and
			c) Also completed Macro Transport Demand modelling for a minimum of 3 public transport projects completed in the last 10 years; and
			d) A minimum of 2 years' experience in INRO software.
8) Transport Modeller (Meso and Micro Transport Simulation Modelling) (secondary)	Bachelors degree in Civil Engineering	ECOSA professional registration such as a PrEng / PrTech Eng or equivalent international accreditation.	a) At least four years verifiable, post graduate experience with Meso and Micro Transport Simulation modelling completed in the last 10 years; and b) Completed Meso and Micro Transport Simulation Modelling for a minimum of 3 transport projects including public transport projects completed in the last 10 years; and c) A minimum of 1 years' experience in PTV or Inro or AIMSUN software.
9) GeoInformation Specialist / GIS Operator (secondary)			At least four years verifiable experience using commercial GIS software such as ArcGIS and TransCAD.
10) Public Transport Operations Specialist			At least five years verifiable experience in planning public

Role	Qualifications	Professional Registration	Type and years of relevant experience / skills
Operations Specialist (secondary)			experience in planning public transport scheduled operations.
11) Concept Designer (secondary)	Bachelors Degree / Diploma in Civil Engineering		At least five years verifiable post graduate experience in developing and preparing conceptual designs for transport projects including intersection layouts, layout plans, cross sections, long sections, etc. which have been completed in the last 10 years.
12) CAD Operator (secondary)			a) At least two years of verifiable, experience in drawing concept designs for transport projects including drawing cross sections, long sections, layout plans, intersection geometric layouts, etc. completed in the last 10 years; and b) At least two years of verifiable, experience working with AutoTurn.
13) Survey Supervisor	Matric qualification.		a) At least five years' experience in data collection surveys in order to ensure quality control and data integrity; and b) Experience in engaging with the public transport industry in Cape Town; and c) Should have own transport; and d) Should be able to assist with co-ordinating surveys.
14) Transport Economist	Masters in Economics or Transport Economics		a) At least four years of verifiable, post graduate experience in evaluating transport related project feasibility, including cost – benefit analysis, travel time cost savings and employment impacts with a particular focus on public transport economics completed in the last 15 years; and b) At least eight years of verifiable, post graduate experience in assessing the effect of various urban interventions on a metropolitan scale completed in the last 15 years

SIGNED ON BEHALF OF TENDERER:

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)		R	B-BBEE Status Level of Prime Contractor		
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor	
Sub-contractor A		R	R	R	
Sub-contractor B		R	R	R	
Sub-contractor C		R	R	R	
Documentary evidence to be provided					
			Total:		R
			Expressed as a percentage of P*		%

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

Date: _____

Verified by Employer's
Representative: _____

Date: _____

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Prefencing Schedule) (P*)		R	B-BBEE Status Level of Joint Venture		
Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be providedSignatures

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

Date: _____

Verified by Employer's Representative: _____

Date: _____