



MEMORANDUM OF AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING,
DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND
ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC
TRANSPORT INTERCHANGES**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

WSP GROUP AFRICA (PTY) LTD

REGISTRATION NO.



CONTRACT NO: 280C/2020/21



PREAMBLE

WHEREAS Tender **280C/2020/21** was awarded to **WSP GROUP AFRICA (PTY) LTD** in line with the SCM- Bid Adjudication Committee resolution **SCMB 51/11/21** dated **15 November 2021** for the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES**, for the period of no longer than 72 months from date of commencement.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the *Standard Professional Services Contract, July 2009, 3rd Edition of CIDB document 1014 ("CIDB")* read with the Contract Specific Data ("**CSD**") annexed hereto marked "PART 2: **CONTRACT SPECIFIC DATA**."

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. 1. PARTIES

The Parties to this Contract are:

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

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

2. INTERPRETATION

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

1.1.1. first, the terms and conditions of the CSD;

1.1.2. second, the terms and conditions of the CIDB;

1.1.3. third, Parts and schedules to this Contract; and

1.1.4. fourth, any other documents incorporated by reference.

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

3. APPOINTMENT AND DURATION

3.1. The City hereby appoints the Contractor to perform the Scope of Work (PART5) to the City from the Commencement Date.

3.2. Unless terminated earlier in accordance with the provisions as set out in the CIDB or any other provision in terms of this Contract, this Contract shall commence on Commencement date for a period of no longer than 72 months.

3.3. Notwithstanding clause 3.2, for the purposes of defining a legal contract, this contract duration includes the defects liability period and endures until all obligations between the Employer and the Contractor are discharged through final payment.

4. MUTUAL GOOD FAITH / CO-OPERATION

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

5. OBLIGATIONS OF THE CITY

- 5.1. The City undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Works (Annexure J), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The City shall monitor and evaluate the Contractor's performance in respect of the Scope of Works (PART5).

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the City as set out in PART5: Scope of Works.
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the City.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-Contractors and Contractors comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the City's reputation and goodwill.

7. PRICING SCHEDULE

- 7.1. The Contract Price for the Works shall be as set out in PART4: Pricing Data.
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

DETAILS OF THE TENDERER

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 280C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: [REDACTED]

Section 2: VAT registration number, if any: [REDACTED]

Section 2a: National Treasury Central Supplier Database registration number: [REDACTED]

Section 2b: SARS Tax Compliance Status PIN: [REDACTED]

Section 3: cidb registration number, if any: N/A

Section 4: Particulars of sole proprietors and partners in partnerships

N/A

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number: [REDACTED]

Close corporation number: N/A

Tax reference number: [REDACTED]

Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? ☐ Yes ☐ No N/A

Is tenderer a foreign based supplier for the Goods / Services / Works offered? ☐ Yes ☐ No N/A
If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)

Questionnaire to Bidding Foreign Suppliers

a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No N/A

b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No N/A

c) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No N/A

d) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No N/A

e) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No N/A

Tender
Part T2: Returnable Documents
Reference No. 280C/2020/21

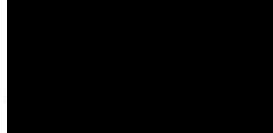
44

T2.2
Returnable Schedules

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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

SIGNED ON BEHALF OF TENDERER:



.....



PART 1 : AGREEMENTS

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 280C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT 280C/2020/21: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES

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

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

The completed Schedules of Rates (excluding VAT) for the key personnel tendered for, as contained in Part C2.2 Schedule of Rates, shall form the tender offer. These rates shall be calculated, as applicable, by the deliverables required in respect of relevant items to develop a response to the Section C3.1: Scope of Work and in accordance with the procedures described in Part C1.2 Contract Data in this document.

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

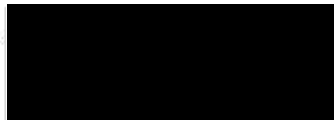
Signature(s) 
Name(s) 
Capacity *Director*

for the tenderer

(Name of organization/tenderer) *WSP Group Africa (Pty) Ltd*

(Address of organization/tenderer) 

Name and
signature
of witness



Date *31 March 2021*

For official use.

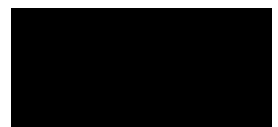
INITIALS OF CITY OFFICIALS AT TENDER



Tender
Part T2: Returnable Documents
Reference No. 280C/2020/21

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T2.
Returnable Documents



**CONTRACT 280C/2020/21: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF
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ACCEPTANCE (TO BE FILLED IN BY THE CITY)

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

The terms of the contract are contained in:

- Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 3 above;
- Part 1: Agreements and contract data (which includes this framework agreement)
- Part 2: Special Conditions to Contract
- Part 3: General Conditions of Contract
- Part 4: Pricing Schedules
- Part 5: Scope of Work
- Part 6: Site Information
- Part 7: Occupational Health and Safety Agreement
- Part 8: Protection of the Environment Declaration
- Part 9 : Contrat of Temporary Employment as Community Liaison Officer

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

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

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

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

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The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	WSP GROUP AFRICA (PTY) LTD
Business Registration	N/A	[REDACTED]
Tax number (VAT)	[REDACTED]	[REDACTED]
Physical Address	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Accepted contract sum including tax	As contained in PART 4, herein.	As contained in PART 4, herein.
Accepted contract duration	no longer than 72 months from date of commencement.	no longer than 72 months from date of commencement.
Signed – who by signature hereto warrants authority	[REDACTED]	[REDACTED]
Name of signatory	[REDACTED] Executive Director: Urban Mobility	[REDACTED] Technical Director
Signed: Date	2022.06.24	2022.07.07
Signed: Location	Cape Town	Cape Town
Signed: Witness	[REDACTED]	[REDACTED]
Name of Witness	[REDACTED] Acting Manager: Transport Infrastructure Implementation	[REDACTED] Civil Technologist

FORM OF OFFER AND ACCEPTANCE (Continued)

**CONTRACT 280C/2020/21: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF
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ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT
INTERCHANGES**

(TO BE FILLED IN BY THE CITY)

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 Contract.

1 Subject **CLARIFICATION NOTICE 1- DATED 10 MARCH 2021- TENDER NO:
280C/2020/21- PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF
PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION
SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES
AT PUBLIC TRANSPORT INTERCHANGES**

Details **THE ADDENDUM IS ISSUED IN TERMS OF CLAUSE C.3.2 OF THE TENDER
DATA. THIS NOTICE TO TENDERERS FORMS AN INTEGRAL PART OF THE
CONTRACT AND IS AN ADDENDUM WHICH MUST BE RECORDED IN
SCHEDULE 21 AND BOUND WITHIN THE 'RETURNABLE SCHEDULES.**

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.

PART 2: CONTRACT SPECIFIC DATA

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

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

The period for each PTI-precinct shall be based on a program developed within the Inception Report which contain scheduled milestones agreed between the Service Provider and Employer prior to the start of any work undertaken pertaining the specific PTI-precinct. An Inception Report shall be provided within one month after the Start date. The overall Period of Performance shall not exceed 72 months.

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

The project is the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES**

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

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

*Delete the definition of **Services** and replace with the following:*

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

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

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

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

Add the following definition:

Intellectual Property

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

Clause 3

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

Add the following after clause 3.1

Clause 3.2

- a) The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Director: Infrastructure Implementation**.

The address for receipt of communications is:

Telephone: [REDACTED]

E-mail: [REDACTED]

Postal Address: [REDACTED]

Physical Address: [REDACTED]

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **office** of the service provider, together with the site of the proposed PTI-precincts situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:
R5 000

The maximum penalty amount is as follows:
R400 000

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

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

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

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

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

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

Clause 9:

Delete the clause and replace with the following:

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 9.3 The Service Provider shall, and warrants that it shall:
 - 9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
 - 9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
 - 9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
 - 9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;
 - 9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.
- 9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.
- 9.6 Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the

Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.7 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.8 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

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

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 Association of Arbitrators**.

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 Association of Arbitrators**.

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.

Clause 12 Protection of Personal Information

The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

ANNEXURE A: INSURANCE BROKER'S WARRANTY

Pro Forma

Logo

Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Dear Sir

CONTRACT NO.: 280C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

PART 3: GENERAL CONDITIONS OF CONTRACT

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 280C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES

C1.2 Contract Data

1. 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.

PART 4: PRICING SCHEDULE

2. 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. 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.
3. A rate, sum, and/or price as applicable, is to be entered against each item in the Schedule of Rates. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the 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. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the 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.
6. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Schedule of Rates. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
- 6.1 No time-based rate shall exceed those:
 - a) determined in the “Guidelines on fees for audits done on behalf of the Auditor-General South Africa”, issued by the South African Institute of Chartered Accountants (SAICA);
 - b) set out in the “Guide on Hourly Fee Rates for Consultants”, by the Department of Public Service and Administration (DPSA); or
 - c) Prescribed by the body regulating the profession of the consultant.
- 6.2 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract.

- a) Where payment is based on specific deliverables (Concept Plan, Trading Plan, Business Plan, and Market Feasibility Assessment and Land Release Plan), 80% of the total amount shall be payable upon the submission of the final document to the Employer for consideration and the remaining 20% upon the approval by the Employer. Where there is more than one deliverable per item, a split must be agreed with the Employer prior to commencement of the work, which shall be based on a programme of the activities coupled with resource allocation.
 - b) For time-based items where the staff categories and the hours of work to be assigned to a project activity have been agreed to by the Service Provider and the Employer, or where an extension has been agreed and a budget amount set for an activity, the amount invoiced for the activity shall be the product of fees at the tendered Rates and the number of hours of work done by the relevant category of staff subject to:
 - i. a maximum of the agreed budgeted amount. (The budget and/or time period for an activity may be increased, subject to the approval of the Employer should circumstances warrant such.)
 - ii. the Employer shall be entitled to decline to approve payment or limit payment to 75% of the agreed amount for an activity if in his/her opinion the remaining work to be done relevant to a project activity still requires more time than can be paid for in terms of the approved/agreed budget for such activity. Full payment will then be made on completion of the activity subject to there being no further restrictions.
 - c) Where applicable, interim payments for lump sum fees due shall be based on progress and reimbursement expenses.
 - d) All invoices submitted, including those for time-basis and all reimbursable expenses, the Service Provider shall submit supporting documentation for such charges and expenses. The Employer shall be entitled to decline to approve payment of such an invoice should the supporting documentation not be provided.
7. The categories of persons (A, B, C, D or other similar classifications) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
 8. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
 9. 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, payment for venue hire, transport of meeting participants, refreshments, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.
 10. 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.
 11. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km. In the unlikely event that it becomes necessary to travel outside the municipal boundaries, prior approval must be obtained from the Employer which, if approved, shall be strictly in compliance with National Government and the Employer's cost containment directives and policies.
 12. The per kilometer 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).
 13. 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.

14. All charges in respect of attendance at meetings and the provision of secretarial services, including translation services, shall be included in the tendered basic fee for normal services.
15. Prices for the three PTI-precincts must be based on the full Scope of Works, irrespective of the fact that some of the initial work is being undertaken by different service providers as described in section 5.1 of the Scope of Work, and on the following basis:
 - a) Prices for the three different categories to be priced as follows:
 - i. For Small Works, based on Vuyani PTI-precinct
 - ii. For Medium Works, based on Nyanga PTI-precinct
 - iii. For Large Works, based on Nolungile PTI-precincts
 - b) Work undertaken by current service providers on partially completed deliverables will be considered in determining payment for the completion of such work/deliverables by the Service Provider in terms of this contract. The Service Provider shall, at the time of handing over of the partially completed work and before undertaking any new work, agree with the Employer payment for the completion of the deliverable. Payment for partial completion will be based on a breakdown of the lump sum prices or the time-based rates provided in this tender. The lump sum breakdown prices must be the same as, or comparable to, the time-based rates provided in this tender. In the event of a discrepancy, the lower rate shall apply.
 - c) Payment for work to be undertaken at a different PTI-precinct, not identified or described in this tender, will be agreed with the Employer, based on a comparison of the scope of work and the tendered rates for Small, Medium and Large Works.

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PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES

C2.2 Schedule of Rates

Provide services for the different work stages as described in the Scope of Work. Rates are exclusive of VAT.

Item No. 1 : Communication and stakeholder engagement activities

Item No.	Activity Description	Unit	Rate	
			R	c
1.1	Stakeholder engagement:			
1.1.1	– Small works	Sum		
1.1.2	– Medium works	Sum		
1.1.3	– Large works	Sum		
1.2	Organisation of PTI Precinct Representative Group:			
1.2.1	– Small works	Sum		
1.2.2	– Medium works	Sum		
1.2.3	– Large works	Sum		
1.3	Collaborative Engagement during design process:			
1.3.1	– Small works	Sum		
1.3.2	– Medium works	Sum		
1.3.3	– Large works	Sum		
1.4	Training:			
1.4.1	– Small works	Sum		
1.4.2	– Medium works	Sum		
1.4.3	– Large works	Sum		
1.5	Area-based Management Model:			
1.5.1	– Small works	Sum		
1.5.2	– Medium works	Sum		
1.5.3	– Large works	Sum		
1.6	Operations and Maintenance Services:			
1.6.1	– Small works	Month		
1.6.2	– Medium works	Month		
1.6.3	– Large works	Month		
TOTAL OF ITEM No. 1				

Item No. 2 : Economic Development

Item No.	Activity Description	Unit	Rate	
			R	c
2.1	Trading Plan:			
2.1.1	– Small works	Sum		
2.1.2	– Medium works	Sum		
2.1.3	– Large works	Sum		

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2.2	Market Feasibility Assessment and Land Release Plan:		
2.2.1	- Small works	Sum	
2.2.2	- Medium works	Sum	
2.2.3	- Large works	Sum	
TOTAL OF ITEM No. 2			

Item No. 3 : Spatial

Item No.	Activity Description	Unit	Rate
			R c
3.1	Development of a Concept Plan:		
3.1.1	- Small works	Sum	
3.1.2	- Medium works	Sum	
3.1.3	- Large works	Sum	
TOTAL OF ITEM No. 3			

Item No. 4 : Development of Legislative Financial Model

Item No.	Activity Description	Unit	
4.1	Development of a financial model	Sum	
TOTAL OF ITEM No. 4			

Item No. 5 : Engineering Services (Basic Fee for Normal Services)

Item No.	Activity Description	Unit	Rate
			R c
5.1	Stage 1 – Inception		
5.1.1	- Small works	Sum	
5.1.2	- Medium works	Sum	
5.1.3	- Large works	Sum	
5.2	Stage 2 – Concept and Viability		
5.2.1	- Small works	Sum	
5.2.2	- Medium works	Sum	
5.2.3	- Large works	Sum	
5.3	Stage 3 – Design Development;		
5.3.1	- Small works	Sum	
5.3.2	- Medium works	Sum	
5.3.3	- Large works	Sum	
5.4	Stage 4 – Documentation and Procurement;		
5.4.1	- Small works	Sum	
5.4.2	- Medium works	Sum	
5.4.3	- Large works	Sum	
5.5	Stage 5 – Contract Administration and Inspection;		
5.5.1	- Small works	Sum	
5.5.2	- Medium works	Sum	
5.5.3	- Large works	Sum	

5.6	Stage 6 – Close-Out		
5.6.1	– Small works	Sum	
5.6.2	– Medium works	Sum	
5.6.3	– Large works	Sum	
TOTAL OF ITEM No. 5			

Item No. 6: Architectural Services (Basic Fee for Normal Services)

Item No.	Activity Description	Unit	Rate	
			R	c
6.1	Stage 1 – Inception			
6.1.1	– Small works	Sum		
6.1.2	– Medium works	Sum		
6.1.3	– Large works	Sum		
6.2	Stage 2 – Concept and Viability			
6.2.1	– Small works	Sum		
6.2.2	– Medium works	Sum		
6.2.3	– Large works	Sum		
6.3	Stage 3 – Design Development:			
6.3.1	– Small works	Sum		
6.3.2	– Medium works	Sum		
6.3.3	– Large works	Sum		
6.4	Stage 4 – Documentation and Procurement:			
6.4.1	– Small works	Sum		
6.4.2	– Medium works	Sum		
6.4.3	– Large works	Sum		
6.5	Stage 5 – Contract Administration and Inspection:			
6.5.1	– Small works	Sum		
6.5.2	– Medium works	Sum		
6.5.3	– Large works	Sum		
6.6	Stage 6 – Close-Out			
6.6.1	– Small works	Sum		
6.6.2	– Medium works	Sum		
6.6.3	– Large works	Sum		
TOTAL OF ITEM No. 6				

Item No. 7: Quantity Surveying Services (Basic Fee for Normal Services)

Item No.	Activity Description	Unit	Rate	
			R	c
7.1	Stage 1 – Inception			
7.1.1	– Small works	Sum		
7.1.2	– Medium works	Sum		
7.1.3	– Large works	Sum		
7.2	Stage 2 – Concept and Viability			
7.2.1	– Small works	Sum		
7.2.2	– Medium works	Sum		
7.2.3	– Large works	Sum		

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7.3	Stage 3 – Design Development:		
7.3.1	– Small works	Sum	
7.3.2	– Medium works	Sum	
7.3.3	– Large works	Sum	
7.4	Stage 4 – Documentation and Procurement:		
7.4.1	– Small works	Sum	
7.4.2	– Medium works	Sum	
7.4.3	– Large works	Sum	
7.5	Stage 5 – Contract Administration and Inspection:		
7.5.1	– Small works	Sum	
7.5.2	– Medium works	Sum	
7.5.3	– Large works	Sum	
7.6	Stage 6 – Close-Out		
7.6.1	– Small works	Sum	
7.6.2	– Medium works	Sum	
7.6.3	– Large works	Sum	
TOTAL OF ITEM No. 7			

Item No. 8: Landscaping Services (Basic Fee for Normal Services)

Item No.	Activity Description	Unit	R	Rate	c
8.1	Stage 1 – Inception				
8.1.1	– Small works	Sum			
8.1.2	– Medium works	Sum			
8.1.3	– Large works	Sum			
8.2	Stage 2 – Concept and Viability				
8.2.1	– Small works	Sum			
8.2.2	– Medium works	Sum			
8.2.3	– Large works	Sum			
8.3	Stage 3 – Design Development:				
8.3.1	– Small works	Sum			
8.3.2	– Medium works	Sum			
8.3.3	– Large works	Sum			
8.4	Stage 4 – Documentation and Procurement:				
8.4.1	– Small works	Sum			
8.4.2	– Medium works	Sum			
8.4.3	– Large works	Sum			
8.5	Stage 5 – Contract Administration and Inspection:				
8.5.1	– Small works	Sum			
8.5.2	– Medium works	Sum			
8.5.3	– Large works	Sum			
8.6	Stage 6 – Close-Out				
8.6.1	– Small works	Sum			
8.6.2	– Medium works	Sum			
8.6.3	– Large works	Sum			
TOTAL OF ITEM No. 8					

9 : Provision for Time-Based Services – Built Environment

Item No.	Activity Description	Unit	Rate	
			R	c
	Provide time-based 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:			
9.1	Engineering:			
9.1.2	- Category A staff	hr		
9.1.3	- Category B staff	hr		
9.1.4	- Category C staff	hr		
9.1.5	- Category D staff	hr		
9.1.6	- Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.:			
9.1.6.1	• Prepare OHS specifications	no		
9.1.6.2	• Assessment of Safety Plan	no		
9.1.6.3	• Monthly audit, follow up inspection attendance of monthly site meeting	Month		
9.1.6.4	• Close out audit	Sum		
9.1.7	- Provide an Environmental Officer (EO) as described in the Scope of Work	hr		
9.1.8	- Provide a level 2 construction monitoring service as described in the Scope of Work	Month		
9.1.9	- Provide a level 3 construction monitoring service as described in the Scope of Work	Month		
9.2	Architectural:			
9.2.1	- Principal: > 10 years' experience	hr		
9.2.2	- Salaried staff: Associates and Managers: > 8 years' experience	hr		
9.2.3	- Salaried staff: with direct responsibility for activities	hr		
9.2.4	- Salaried staff: performing work under direction and control	hr		
9.3	Quantity Surveying:			
9.3.1	- Principal: > 10 years' experience	hr		
9.3.2	- Salaried staff: Associates and Managers: > 8 years' experience	hr		
9.3.3	- Salaried staff: with direct responsibility for activities	hr		
9.3.4	- Salaried staff: performing work under direction and control	hr		
9.4	Spatial/Town Planning/Urban Design:			
9.4.1	- Category A staff	hr		
9.4.2	- Category B staff	hr		
9.4.3	- Category C staff	hr		
9.4.4	- Category D staff	hr		
9.5	Landscaping:			
9.5.1	- Principal: > 10 years' experience	hr		
9.5.2	- Principal/Associates/Managers: < 10 years' experience	hr		
9.5.3	- Salaried staff: with direct responsibility for activities	hr		
9.5.4	- Salaried staff: performing work under direction and control	hr		

9.6	Project Management/Project Lead (Built Environment & other disciplines):		
9.6.1	- Principal: > 10 years' experience	hr	
9.6.2	- Salaried staff: Associates and Managers: > 8 years' experience	hr	
9.6.3	- Salaried staff: with direct responsibility for activities	hr	
TOTAL OF ITEM No. 9			

10 : Provision for Time-Based Services – all disciplines

Item No.	Activity Description	Unit	Rate R c
	Provide time-based 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:		
10.1	- Stakeholder Engagement specialist	hr	
10.2	- Economic and Social Development specialist	hr	
10.3	- Facility Management specialist	hr	
10.4	- Urban Economist	hr	
10.5	- Property Market Specialist	hr	
10.6	- Professional Valuer	hr	
10.7	- Central Improvement District specialist	hr	
10.8	- AutoCAD draughtsperson (qualification and > 5 years' experience)	hr	
10.9	- GIS specialist (qualification and > 5 years' experience)	hr	
10.10	- Public Participation Facilitator	hr	
10.11	- Monitoring and Evaluation expert (> 5 years' experience)	hr	
10.12	- Training Provider (SAQA Accredited)	hr	
TOTAL OF ITEM No. 10			

11 : Additional Services - all stages and disciplines

Item No.	Activity Description	Unit	Rate R c
11.1	Services related to service enquiries/wayleave applications, preferential procurement and targeted participation:		
11.1.1	- Small works	Sum	INCLUDED
11.1.2	- Medium works	Sum	INCLUDED
11.1.3	- Large works	Sum	INCLUDED
TOTAL OF ITEM No. 11			

Tender
Part T2: Returnable Documents
Reference No. 280C/2020/21

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T2.
Returnable Documents

Item No. 12 : Recoverable Expenses (Disbursements) – all disciplines

Item No.	Description	Unit	Rate	
			R	c
12.4.1	Recoverable expenses in respect of printing/copying as specified below:			
12.4.1.1	Printing: size A0, in black & white	No		
12.4.1.2	Printing: size A0, in colour	No		
12.4.1.3	Printing: size A1, in black & white	No		
12.4.1.4	Printing: size A1, in colour	No		
12.4.1.5	Printing: size A2, in black & white	No		
12.4.1.6	Printing: size A2, in colour	No		
12.4.1.7	Printing: size A3, in black & white	No		
12.4.1.8	Printing: size A3, in colour	No		
12.4.1.9	Printing: size A4, in black & white, including on coloured paper for tender documents	No		
12.4.1.10	Printing: size A4, in colour	No		
12.4.1.11	Compilation and binding of reports/tender documents, books of drawings.	No	INCLUDED	
12.4.1.12	Electronic Data provided on Compact Disk	No		
12.4.2	Recoverable expenses in respect of travelling.	Provisional Sum		
12.4.3	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum		
12.4.4	Extra over item 12.4.3 above in respect of all other costs, overhead charges and profit.	%		
TOTAL OF ITEM No. 12				

Tender
Part T2: Returnable Documents
Reference No. 280C/2020/21

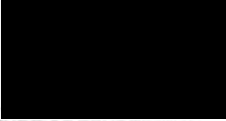
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T2.
Returnable Documents

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I, the undersigned, do hereby declare that the above is a properly priced Schedule of Rates forming part of this Contract Document upon which my/our tender for Tender No. 280C/2020/21: **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES** has been based. If I/we have submitted a printed version of the Schedule of Rates, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.



SIGNATURE OF TENDERER/S

31 March 2021

DATE

PART 5: SCOPE OF WORK

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 280C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES

1. INTRODUCTION

In March 2016, the City adopted the Transit Oriented Development (TOD) strategy to address spatial inequality, promote transport affordability and arrest urban sprawl. The strategy aims to stimulate development around public transport hubs to create an affordable public transport system in Cape Town. It is driven by the integration of sustainable public transport and strategic land use intervention and built on the principles of affordability, accessibility, efficiency, intensification and densification. In turn, a good public transport system can create improved development opportunities and reinforce urban development, making transport more efficient, affordable and accessible.

The City has prioritized development and public investment in TOD nodes or Public Transport Interchange (PTI)-precincts in order to leverage private investments and increase the rates base to promote sustainability i.e. proper Operation and Management of the precincts within the Metro South East Integration Zone.

The City has received co-funding from the Dutch Government for the City's ORIO Project and intends to use part of these funds to establish and develop sustainable operation and maintenance systems for the Nyanga, Vuyani and Nolungile PTI-precincts.

While the focus will be on the ORIO project and associated scope, the City may reduce the scope or expand the services to include these or similar services in other PTI-precincts in the City.

A professional service provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **280C/2020/21: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES**, which will be evaluated using a financial offer and preferences based system as described in the Tender Data.

2. BACKGROUND

PTI-precincts are generally economic hubs with transport and business related activities. The precincts are typically occupied by bus and minibus-taxi organisations and traders, and attract huge numbers of commuters.

The precinct areas in the townships which are the focus of this project, are faced with many issues ranging from poverty, crime, grime and generally poor service delivery. There is a need for improved infrastructure and coordinated operations and management at the PTIs and the surrounding precincts.

These PTI-precincts do not have sufficient businesses to sustain a Central Improved District-type of structure found in many South African cities. However, the need for the same or similar intervention is required. The principles of how this can be implemented in a township environment with limited

established businesses are detailed in the document entitled The Art of Precinct Management by National Treasury.

The ORIO Project (co-funded by the Dutch Government) has the following three phases:

- a) Development Phase (planning stage - completed)
- b) Implementation Phase
- c) Operation and Maintenance Phase

During the ORIO Development Phase, the following output documents were prepared which, to a large extent, form the basis of the Employer's objective:

Documents made available as part of the tender documentation:

- 1a Spatial quick scan
- 1b Social quick scan
(1a and 1b are combined – three documents for three PTIs)
- 1c Commercial quick scan (dated 4 March 2016)
- 1e Optimized validated scenario
- 1h Training Plan – “Terms of Reference for Training Plan” (excluding the annexures)
- 1i Guidelines for a replicable approach (a combination of 1a to 1h) – “Stakeholder Engagement Process”
- 8 Detailed Project Plan

The following documents will be made available for viewing at the compulsory clarification meeting and provided to the successful bidder/Service Provider at the start of the contract:

- 1f Development Strategy per PTI including governance model for O&M (Draft dated 28 February 2017)
- 1h Relevant annexures referred to in the “Terms of Reference for Training Plan”.
- 1i The consolidated worksheets in relation to 1i above, which the Service Provider can use or prepare his own, similar ones.

(Note: The numbers used above, “1a”, “1b”, etc., refer to the deliverable numbers in relation to the ORIO Development Phase. There is overlap between some of these documents.)

A requirement of the Dutch Government as part of the ORIO programme is that the Employer, its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees observe:

- a) IFC Performance Standards (spell in full, list in ref material)
- b) ILO Conventions
- c) OECD Guidelines for Multinational Enterprises

These documents are provided on the CD issued with this tender.

Contractors shall comply with these requirements which are generally contained in South African legislation.

3. EMPLOYER'S OBJECTIVE

The City's long-term development ambition is to develop, transform and revitalise PTI-precincts to create a quality, dignified and safe environment with phased investments that is properly managed and maintained through an integrated participatory process, in a way that will improve the quality of life of residents whilst promoting broader spatial transformation and urban renewal objectives.

These outcomes include the creation of:

- a) A dignified, vibrant and well-managed PTI-precinct (area based management).
- b) A safe, convenient, seamless environment for public transport operators and users.
- c) A safe and pleasant environment that offers improved quality of life.
- d) Inclusion of informal trading as far as possible in respective prime locations.
- e) Opportunities for formal retail/commercial development.
- f) An enabling environment for leveraging private investment for further development and to generate jobs.

In the short-term, the City intends to develop, together with stakeholders, precinct plans that work towards the long-term vision, optimize the potential of the precinct and support the short-term needs of users (formal and informal), commuters and the community.

The approach aims at maximising local potential and the potential of the public capital investment by the City and National Government to leverage private investment. This includes maximising local economic opportunities and encouraging activities with the most economic potential, facilitating empowerment and ownership by the local community in terms of the management of the precinct, growing the rates base and creating income streams for maintenance and the local authority.

A Precinct Management Model for operation, maintenance and subsequent developments, is to be jointly developed with stakeholders for which long-term capacity building support will be provided. Proper management arrangements are necessary to ensure long-term sustainability of the City's investment, as well as to effect savings on the City's operating budget for the future. Key principles to be considered include: ensuring maximum trading viability, optimal utilization of resources, environmental sustainability, economic growth, an environment conducive for trading and development of formal business; and the integration of the resources of various City asset owners (Transport, Social Services, City Parks, Economic Development, etc.).

Benefits will include improved safety and security for shoppers, public transport users, informal traders and entrepreneurs; cleaner environment (ablution facilities, refuse etc.); improved turnover, trading density and subsequent rentals, leading to greater interest from the private sector for further investment in commercial and other expansion, thereby promoting the creation of permanent employment opportunities; empowerment of the informal trader community to manage and maintain their own environment.

It is of the utmost importance for the sustainability of the project that the operation, maintenance and management implications of all (design) decisions taken at every stage are considered in terms of affordability for operation and maintenance. Where the impacts are deemed disadvantageous when assessing the total project life cycle stages, alternate approaches must be considered.

The employer's objective to revitalize public transport facilities should be guided by the following principles:

- a) Access to opportunities: the user can access services at the PTI & precinct, one of the main functions of the public transport service is to maximise access to opportunities, including access to education, health facilities, social and other basic services and employment opportunities.
- b) Integration: The facility planning should take into account as far as possible, the need to integrate all elements into a cohesive and convenient public transport facility. Cognisance is to be taken of the proposed IPTN system planning, and existing trunk routes – rail and appropriate road based public transport services, where relevant.
- c) Increased mobility: the facility should seek to maximise mobility within the constraints of economic limits and as appropriate for the given demand, giving consideration to the special needs of low-income earners, women, children, the elderly and those with physical disabilities.
- d) Sustainability: facilities shall be user-friendly, secure, economically viable, environmentally responsible and promote social equity.

The development and construction will be phased according to local dynamics and time frames. It is also intended to develop a precinct strategy including the establishment, guidance, mentoring and training of PTI-precinct management entities, socio-economic plan development as well as training of entrepreneurs.

4. DETAILS OF CONSTRUCTION WORKS

The scope of construction works for the project is as follows:

A. Location of the works

The engineering services to be provided are primarily aimed at development, improvement, operation and maintenance of infrastructure in the Nyanga, Nolungile and Vuyani PTI-precincts. The location of these precincts are shown in Part C.4: Site Information. Further details, including the extent of the precincts, can be found on pages 29 to 34 in reference document 1i - "Stakeholder Engagement Process".

The service provider may however also be called to attend to the same or similar services in other areas within the boundaries of the Cape Town Metropolitan Area.

B. Type of infrastructure

The infrastructure typically includes the following:

- a) Roads-related infrastructure such as pavements, intersections, roundabouts, traffic calming measures and traffic signalling
- b) Bulk services such as water and electricity reticulation, sewerage and stormwater services
- c) Electrical/electronic services such as street lighting, security cameras and security-related services
- d) Public Transport facilities such as Bus Stations and Bus Stops
- e) Minibus Taxi ranks with associated informal trading infrastructure
- f) Buildings such as offices, retail areas, ablutions and workshops
- g) Informal Trading Infrastructure
- h) Parking areas
- i) Social amenities, not yet identified, may be included.

C. Size of the works

A high-level description of the scope of works with an indication of the size and value of the works (where available) is shown in the table below.

Deliverable		Indication of Approximate Size	Estimated Construction Cost
No.	Description		
1	Large Works - Example Nolungile PTI-Precinct		
1.1	Roads and Traffic related works		
	Widening/rehabilitation of roads	To be determined	
	Traffic signals	To be determined	
1.2	Taxi Rank		
	Loading Isles	15 x Isles	
	Loading Isle Canopy	To be determined	
	Taxi rank pavement	To be determined	
	Informal Trading Strip	370 m ²	
1.3	Public Transport Facilities		
	BRT Station	To be determined	
	BRT Feeder Stop	To be determined	
1.4	Buildings*		
	Taxi Offices	550 m ²	
	Trading and waiting building	550 m ²	
	Workshop(s)	To be determined	
	Bridge Building and Public Square		
	Landscaped square and pedestrian route	5500 m ²	
	Mixed Use development	6800 m ²	
	Blue Hall (revamp)	450 m ²	
1.5	Improvements to Pedestrian Bridge	To be determined	
2	Small Works - Example Vuyani PTI-Precinct		
2.1	Roadworks		
	Widening of Spine Road	To be determined	
	Improved access to Meat Market	To be determined	
	Parking area (improvement and extension)	To be determined	
2.2	Taxi Rank (redevelopment)	40 Taxis	
2.3	Buildings*		
	Offices (renovations)	275 m ²	
	Offices (new)	275 m ²	
	Retail Space (upgrade of existing)	3 500 m ²	
	Retail Space (extension)	1 500 m ²	
	Ablutions	50 m ²	
2.4	Meat Market	40 meat traders	
	Improvements to trading area	620 m ²	
	Extensions to trading area	500 m ²	
	Air conditioning installation	To be determined	
2.5	Pedestrian walkways, Landscaping and lighting	To be determined	
3	Medium Works – Example Nyanga PTI-Precinct**		
3.1	Roadworks		
	Street lighting	7.5 km	
	Signage improvements	7.5 km	
	Traffic signals	2 Nr	
	Roundabouts	1 Nr	
	Improvements to intersections	To be determined	
3.2	Taxi Rank		
	Loading Isles	15 x Isles	

	Loading Isle Canopy	To be determined	
	Taxi rank pavement	To be determined	
3.3	Buildings*		
	Taxi Offices	550 m2	
	Trading area	550 m2	
	Workshop(s)	To be determined	
	Retail area	2 500 m ²	
	Ablutions upgrade	427 m2	
	Small business incubator	2280 m ²	
	Library	2268 m ²	
	Sub Council and Line Department Offices	756 m ²	
	Safety Hub	797 m ²	
3.4	Informal Trading Structures	To be determined	

Note:

* The buildings may also include facilities for City Departments other than the Transport Directorate (e.g. libraries, clinics, etc.)

** The construction of the Nyanga works should be completed before the commencement of the consultant's contract. The details of the Nyanga works are provided as indication of the extent of the operations and maintenance works that form part of the consultant's responsibilities.

5. DESCRIPTION OF THE SERVICES REQUIRED

5.1 General

Depending on the specific requirements of the different PTI-precincts, the City of Cape Town require professional service providers to deliver a broad spectrum of communication, planning, economic development, financial, legal, engineering, architectural and other built environment-related services as summarised below.

Communication and stakeholder engagement: services

- Formation/establishment of a formal PTI-precinct representative stakeholder group that at a later stage may become a legal entity to manage the precinct, including the operations and maintenance (O&M) aspects.
- Stakeholder visioning exercises, agreement on common agenda, prioritization and formulation of indicators for success.
- The capacitation (assistance, training, guidance and mentoring) of the representative group for a period of approximately three years.
- Development and execution of participatory planning processes in respect of trading (includes formal and informal) plan, business plan and spatial plan development (zoning, infrastructure, and green economy opportunities) well as management (O&M) arrangements.
- In addition to the capacitation services, if it is decided to establish a Precinct Management Entity for operations and maintenance, to provide support services to assist the entity for a period up to about two years after construction with the establishment of an operation and maintenance function.

Economic development services

- Development of a trading plan (includes formal and informal), based on trading and market surveys, including incomes.
- Preparation of a market feasibility and strategy report to attract private investors.

Spatial planning services

- Development of spatial concept plan and land release strategy.
- Forecast of investment and O&M costs.
- Packaging of design elements/individual projects.

Finance and legal services

- Ensure plan development and organisational structures are within legal and policy framework.
- Develop an appropriate O&M management model (these can differ per precinct) with inputs from above.
- Business plan: Financial planning (investment, O&M) – cash flow analyses (can be per stage of development)
- Financial strategy to increase income base.

Engineering, architectural and other built environment-related services:

- Preliminary and detail design
- Tender documentation and procurement
- Construction supervision

Project Management services:

- Coordination and management of all the above services

- b) Built environment construction project management
- c) As required, assistance with the Employer's internal coordination and integration of area/precinct management.

In order to deliver on the requirements, the tenderer must have access to, and familiarity with, the following software packages:

Resources	Details
Software Requirements	• Microsoft Project • AutoCAD • GIS • Competent structural analysis software

Due to a need to make progress with the project, the Employer has proceeded with some of the above services through the appointment of professional service providers. Depending on progress made, it is intended to split the work as follows:

Stakeholder Engagement Services		
PTI-Precinct	<i>By appointed service providers</i>	<i>Included in the scope of this tender</i>
Nyanga	<i>All engagement services leading up to and resulting in the development of a Draft Business Case and Draft Operating Model.</i>	<i>Continue with the work previously done by other consultants:</i> 1. <i>Establishment of the Precinct Representative Group (PRG)</i> 2. <i>Finalisation of the Business Plan and Operating Model</i> 3. <i>PRG assistance and support with precinct operations and maintenance management</i> 4. <i>Training and capacitation of stakeholders e.g. PRG, traders, etc.</i>
Nolungile and Vuyani	<i>All engagement services leading up to and resulting in the approval of the Informal Trading Plan (or Market Feasibility Report) for the PTI-Precinct.</i>	<i>Continue with the work previously done by other consultants:</i> 1. <i>Development of a Draft Business Case and Draft Operating Model.</i> 2. <i>Establishment of the Precinct Representative Group (PRG)</i> 3. <i>Finalisation of the Business Plan and Operating Model</i> 4. <i>Assistance and support to the PRG with management of the precinct operations and maintenance</i> <i>Training and capacitation of stakeholders e.g. PRG, traders, etc.</i>
Engineering Services		
PTI-Precinct	<i>By appointed service providers</i>	<i>Included in the scope of this tender</i>
Nyanga	All "Normal Services" as prescribed in the ECSA Guidelines.	<i>Continue with the work previously done by other consultants:</i> Receipt and approval of the Engineering Infrastructure Operations and Maintenance Plans on behalf of the PRG and in collaboration with the client.
Nolungile and Vuyani	All "Normal Services" as prescribed in the ECSA Guidelines leading up to and resulting in the client's approval of the Preliminary Designs.	<i>Continue with the work previously done by other consultants:</i> All "Normal Services" as prescribed in the ECSA Guidelines leading from the Preliminary Design to completion of the works.
Building Services (Architect, Quantity Surveyor, Landscape Architect and others)		
PTI-Precinct	<i>By appointed service providers</i>	<i>Included in the scope of this tender</i>
Nyanga	All "Normal Services" as prescribed in the SACAP and SACQSP Guidelines.	<i>Continue with the work previously done by other consultants:</i> Receipt and approval of the Buildings Operations and Maintenance Plans on behalf of the PRG and in collaboration with the client.

Nolungile and Vuyani	All “Normal Services” as prescribed in the SACAP and SACQSP Guidelines leading up to and resulting in the client’s approval of the Preliminary Designs.	<i>Continue with the work previously done by other consultants:</i> All “Normal Services” as prescribed in the SACAP and SACQSP Guidelines leading from the Preliminary Design to completion of the works.
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The services to be provided are set out in more detail below.

5.2 Communications and stakeholder engagement

The engagement process has four main components:

- Organisation of the Precinct Representative Group, and the development towards building an entity to manage the precinct,
- Collaborative engagement towards shared decision making in the process of design and realisation. (Shared decision making is critical towards the development component.)
- Building partnerships with financial, research and customer groups that can act as an advisory board to the Precinct Representative Group and later to the Precinct Management Entity.
- Linkages between different City departments, i.e. within the Transport Directorate (Infrastructure Implementation, Industry Transition, Business Planning, Public Participation), Economic Opportunities and Asset Management, MURP, Property Management, and Urban Planning and Design.

Partnerships with the private sector will be essential in realizing the economic potential of the area. Strong linkages with local traders, taxi organisations and commuters as well as relevant community forums and organizations will be essential in putting in place a sustainable management plan for on-going management and maintenance of the PTI-precinct. The objective of the stakeholder process must be to develop community stakeholders to become partners. It may be necessary for individual stakeholders (e.g. Codeta) to be engaged separately, to fully understand certain aspects of the process.

Area-based Management Models

It is the City’s ambition that over time legal “area-based management entities” are established that manage, operate and maintain the PTI-precinct and are the main driver for future developments at each precinct.

In close collaboration with the representative group and the City, a Management Model and implementation plan needs to be developed for each PTI-precinct to ensure effective management and development of the node and appropriate maintenance of public infrastructure. This will entail management of the operations of the facility, including cleaning, toilet facilities, law enforcement and general maintenance; as well as management of the informal traders occupying the designated trading bays and/or kiosks.

The “Art of Precinct Management: A Municipal Guide” is a tool/guide developed by National Treasury that provides the process steps and activities required for the development of an appropriate precinct management model.

5.2.1 Stakeholder engagement Activities:

- Collaborate with various COCT departments and ensure that the messaging to local stakeholders is consistent.
- Establish the PTI Precinct Representative Group, and progress towards building an entity to manage the precinct. See operational engagement plan (document 1e – “Optimized validated scenario”).
- Collaborative engagement between integrated CoCT departments, the PTI Precinct Representative Group and the “Advisory Board” towards shared decision-making in the process of design and realisation. (Shared decision-making is critical towards the development component above)
- Investigate the potential to build partnerships with financial, research and customer groups that can act as an advisory board to the PTI Precinct Representative Group and later to the Precinct Management Entity.

Deliverables:

- Populated sheets, the same or similar to those referred to in document 1i (Stakeholder Engagement Process) which is based on the “Replicable Model” (documents 1a to 1h).

Remuneration Item No. 1.1 in Part C2.2 Schedule of Rates with 80% payable upon submission of the final document to the Employer for consideration and the remaining 20% upon the approval by the Employer.

5.2.2 Activities towards the establishment of the PTI Precinct Representative Group:

- a) Coalesce the informal traders into one local group with formally-elected representatives to represent the interests of traders in the precinct. The elected representatives will be an important component in the PTI Precinct Representative Group. This process must include conflict resolution.
- b) Understand what informal trader groups/organisations exist at a larger scale and define the roles, responsibilities and relationship between the local PTI traders and the larger informal trader groups/organisations.
- c) Elect and formally mandate a PTI Precinct Representative Group through a pre-agreed participatory process resulting in a formal agreement. Their mandate must include defined roles and responsibilities, and a governance structure. This process must include conflict resolution. The Ward Committees, Ward Councillor and other established social groups, such as GUNAY SNAC in Nyanga, must be included in the decision making process with regards to the establishment of the PTI Precinct Representative Group. The structure of the PTI Precinct Representative Group should reflect the structure of the PPMU within the CoCT (see deliverable 1f) enabling an easy and direct relationship. This process must include conflict resolution and trust building between the CoCT and this group.
- d) Relationship between this group and others, such as the Ward Committees, Ward Councillors, and other established social groups, such as GUNAY SNAC in Nyanga, must be formulated in consultation with these groups to ensure clear definition of roles and responsibilities to reduce the potential for power dynamics to impede the process.
- e) The PTI Precinct Representative Group must be trained so they can facilitate an information and communication process to the group(s) they are representing and to the wider precinct stakeholders (see training plan).
- f) The PTI Precinct Representative Group must be supported to do an analysis of which businesses are formed/running and benefiting from the current situation of the PTI, that may not be needed once the precinct is developed to ensure there is an understanding of vested interests in blocking development.
- g) Develop a transparent legal framework for the management structure.
- h) Facilitate a learning exchange program with other similar initiatives such as Cape Town Partnership, Philippi Village Project and Tygerberg Partnership.
- i) Reach agreement on what needs to be managed and how services can be delivered.
- j) Select an operational model
- k) Develop a Business Plan for the management of the PTI precinct
- l) Develop a financial sustainability model for the PTI precinct

Deliverables:

- a) Establishment of a formalised representative group at each PTI-precinct
- b) Populated sheet of "Replicable model"
- c) Transparent Legal Framework for the PTI precinct management entity
- d) Partnership Report
- e) Business Plan for the PTI precinct management entity
- f) Financial Sustainability Model for the PTI precinct management entity

Remuneration Item No. 1.2 in Part C2.2 Schedule of Rates, based on an agreed split per deliverable with 80% payable upon submission of the final document to the Employer for consideration and the remaining 20% upon the approval by the Employer.

5.2.3 Collaborative Engagement Activities during design process:

- a) With the Precinct Representative Group, develop a vision that enables a common agenda upon which collaboration can be built. In order for collaboration to be successful, there must be consensus on what the long-term vision or objective of the project is. This should include priorities and indicators for measurement. This vision can be the basis for collective decision making throughout the process and must continually be revised and reviewed to ensure that the design process is achieving what it set out to achieve.
- b) Come to an agreement on the boundary for the Precinct with the Precinct Representative Group and the CoCT PPMU.
- c) The design of a Trading plan must include all traders, so that traders do not end up in an area that is not desirable for their business.
- d) Integrate open days into the design process where the greater community has an opportunity to comment on the design.
- e) Form working groups where necessary to develop the detail of specific functions such as traders, taxis and retailers.
- f) Define a series of quick-win short-term projects that can be implemented while longer term planning and design processes continue.
- g) Ensure a communication platform between CoCT and PTI Precinct Representative Group that meets regularly. The PTI Precinct Representative Group should convene the meetings.

- h) Review the possibility of developing a space that can host the drawings and project information that it is available to community to become part of the process in a less formal and structured manner.
- i) Ensure that the trader database is kept up to date by the trader representatives of the PTI Precinct Representative Group.
- j) Review the list of current projects happening in the area and ensure that the appropriate connections are made to support integration of interventions.
- k) Consolidate Trader Organisations into one body that is formally represented and mandated.
- l) Train female traders to run and manage their own ECDC and After school care program.
- m) It may be necessary for individual stakeholders (e.g. Codeta) to be engaged separately, to fully understand certain aspects of the process. Time and resources must be allowed for this but the topics/aspects must be brought to the attention of the other stakeholders, to ensure transparency and unity, and avoid mistrust.
- n) Traders Organisation to be registered as a company that will represent the interests of the informal traders at the Precinct entity should it be the acceptable model.
- o) Ensure Traders, and any other marginalised group, represent the interests of the informal economy at the community level.

Deliverables:

- a) Written report
- b) Agreed concept plans
- c) Agreed quick-win project including description, justification, capital and operating budgets, management arrangements etc.
- d) Training plan for (informal) traders

Remuneration Item No. 1.3 in Part C2.2 Schedule of Rates, based on an agreed split per deliverable with 80% payable upon submission of the final document to the Employer for consideration and the remaining 20% upon the approval by the Employer.

5.2.4 Activities for Training:

- a) Facilitation skills for local stakeholders during the design process.
- b) PTI Precinct Representative Group to be trained: see TOR Training Plan (del. 1h report)
- c) Organisational development and capacity-building training to manage and run the PTI - Precinct Representative group.
- d) The PTI Precinct Representative Group must receive personal transformation and development training to ensure that they are able to articulate their position without having to revert to using power in a negative way to block the process, or worse violent power. They must understand how to call a meeting and have the confidence to do so. Training on how to define an agenda and run a meeting must be provided.
- e) Capacity Building for Precinct management members to report back effectively to their organisation will sustain the effectiveness of the PTI Precinct Representative Group and ensure that members are accountable to their local organisations.
- f) Capacity Building and Organisational development for informal trader's leaders so they can assist in facilitating a design process that will be inclusive for all traders.
- g) Businesses identified to be at-risk due to the upgrade must receive support and training to enable them to adapt and ensure that they do not oppose the development.
- h) Identify other training needs and prepare proposals for CoCT in that respect.
- i) The engagement of SAQA accredited and conflict management training providers as required.

Deliverables:

- a) Detailed training plan, including assessed skill gaps, people to be trained and identify potential training institutions as well as follow-up activities after the training i.e. on site mentoring.
- b) Prepare tenders for training services (according to CoCT Supply Chain Management Policy)

Remuneration Item No. 1.4 in Part C2.2 Schedule of Rates, based on an agreed split per deliverable with 80% payable upon submission of the final document to the Employer for consideration and the remaining 20% upon the approval by the Employer.

5.2.5 Area-based Management Model (see also "Art of Precinct Management") Activities:

- a) Prepare a detailed management proposal, making recommendations as to the optimal management model for this project, to ensure effective management of the precinct and appropriate maintenance of public infrastructure. This will entail management of the operations of the facility, including cleansing, toilet facilities, law enforcement and general maintenance; as well as management of the informal traders occupying the designated trading bays and/or kiosks, in accordance with the City's Informal Trading By-Law. This Management Plan must be informed by the other studies undertaken in this phase (e.g. trader survey, market feasibility, layout plan).
- b) Unpack the roles and responsibilities for the management and maintenance of the node.

- c) Liaise with City officials on best practice service delivery models for management of informal trading areas and associated public infrastructure and spaces (see deliverable 1e Report).

Deliverables:

- a) A Management Model Proposal to be approved by the City and the PTI Precinct Representative Group.
- b) Quantification of Rates' income and income stream from any leases for the purposes of motivation for City maintenance budget.

Remuneration Item No. 1.5 in Part C2.2 Schedule of Rates, based on an agreed split per deliverable with 80% payable upon submission of the final document to the Employer for consideration and the remaining 20% upon the approval by the Employer.

5.2.6 Operations and Maintenance Support Services

If it is decided to establish a Precinct Management Entity for operations and maintenance, to provide support services to assist the entity for a period up to about two years after construction with the establishment of an operation and maintenance function. The Service Provider will be required to assist and support the Precinct Management Group (or Precinct Management Entity) with the establishment of an operation and maintenance function, i.e. organogram, processes and procedures.

The Service Provider must provide those tasked with the operation and maintenance of buildings and associated site works with the necessary information to

- a) understand how the designers intended the works, systems, subsystems, assemblies and components to function;
- b) effectively operate, care for and maintain the works, systems, subsystems, assemblies and components to sustain the functionality of the infrastructure;
- c) check, test or replace systems, subsystems, assemblies or components to ensure the satisfactory performance of works, systems, subsystems, assemblies and components over time

The Service Provider must also capacitate - through training, coaching and mentoring - the Precinct Management Group and staff to:

- a) develop routine and scheduled maintenance plans;
- b) budget for the implementation of the operation and maintenance plans
- c) determine stock levels for components and assemblies that need to be regularly replaced; and
- d) develop an Operations and Maintenance Procurement Plan:
 - i. for purchasing of maintenance equipment, materials and supplies
 - ii. for procuring the services of maintenance contractors
- e) prepare and issue works orders
- f) implement cost and quality control processes

The tasks must be undertaken in support of and in close collaboration with the operators in the precinct, including bus and minibus-taxi and other businesses or land owners, to help ensure a clean, safe and well-functioning precinct.

The O&M support will continue for a period of about two years after construction works, or until termination of the Service Provider's contract.

The inclusion and remuneration for these services will be dependent on whether it is decided to establish an entity responsible for operations and maintenance at the precinct. Remuneration will be from when the construction works have reached practical completion and the entity (which must at least be in the process of being legally established) is ready to engage. (Item No. 1.6 in Part C2.2 Schedule of Rates.)

5.3 Economic development

A market feasibility assessment is required to inform both the Informal and overall Trading Plan and possible land release aimed at creating business and commercial space in the area. The purpose of this stage will therefore be to investigate the economic development feasibility and to develop recommendations.

The relevant role players (in collaboration with City officials and Councillors) need to be consulted regarding formal retail and commercial opportunities within the study area (extent, location, and land use mix) and to determine probable returns on investment. The views of potential private investors and developers need to be canvassed, including pre-conditions to attract private investments.

In order to facilitate the implementation of a mixed-use precinct focused on economic and social development and public space upgrades, it will be necessary to compile and adopt a Trading Plan for the

local area, to spatially order and regularise informal trading on City land as well as to create opportunities for increased formal trade and attract private investor interest.

Similarly, informal market realities and dynamics information need to be considered with the view to advising on spatial requirements for informal trade and how this could inform the Informal Trading Plan. The Trading Plan should allow informal trading in a well-managed public environment, where informal traders can have security of tenure and access to services. Without a Trading Plan, informal traders cannot have security of tenure and cannot access these services. A Trading Plan is an important pillar to help improve and maintain public spaces, as well as to regulate and govern the use of public spaces, and also to free up space for formal business opportunities.

The service provider is required to consult with internal and external role-players and affected parties to obtain their inputs, as well as to broker consensus and support for an Informal Trading Plan. The methodology must ensure thorough, inclusive participation with the PTI-Precinct Representative Group.

Using the survey and trading plans, the consultant together with the PTI-precinct representative group will develop a marketing strategy to attract private investors.

5.3.1 Informal Trading Plan Activities:

- a) Assist and guide the PTI-precinct representative group to conduct a detailed informal trader survey and compile a database of informal traders within the identified areas. List and record the following
- b) Location of the trader stall (capture with GPS co-ordinates), personal details (name, gender, age, address, Nationality SA identity numbers or work permits required) of the stall owner, Number of hours of trade per day and week,
- c) Report to Consultative Forum on the findings of the trader survey, including explanation of benefits and implications of the Trading Plan.
- d) Prepare a draft map of proposed restricted informal trading areas with demarcations for trader bays.
- e) Consultant to obtain further mandates from Council Departments with regards to the envisaged Informal Trading opportunities.
- f) Conduct all preparations for meetings/workshops i.e. hand-outs, presentation material, agendas, invitations and take minutes of all consultation and meetings.
- g) Prepare memoranda / reports and recommendations to appropriate fora and/or standing committees of Council and Mayoral Committee.
- h) Document all meetings with stakeholders. Attendance registers and photographic / video records of who attended as well as copies of any presentation material tabled will be required.
- i) Discuss and recommend rentals for various trading spaces with Business Areas Management and agree on the reporting process.
- j) Compile selection criteria for the allocation of trading bays in liaison with City of Cape Town's Economic Development: Business Areas Management department.
- k) Compile a Trading Plan Report specifying the number of traders to be accommodated, the location of trading bays to be demarcated and the size of the trading bays, for submission to Sub-council.
- l) Follow Public Participation Process as outlined in Section 6 of the City of Cape Town Informal Trading By-law (Provincial Gazette 6677 of 2009)
- m) If objections are received during the public comment period, the service provider will respond to objections. Where valid objections are received, consultant will incorporate these into the plan and where unreasonable, record objections and prepare reasonable responses. Consultant to amend report and demarcation plan and report back to Sub-council.
- n) Attend and present the trading plan at meetings at Sub-council, Portfolio Committee & Mayoral Committee) when required.
- o) Prepare all prohibited informal trading area advertisements to allow for public comment and for placement in the local press. The service provider must prepare the required promulgation notice for placement in the Provincial Gazette. City of Cape Town will bear the cost of advertising (newspapers & Gazette).

Where there is a desire for formal trading stands to be constructed, this must be done supported by a business case to ensure that traders are able to afford the management and maintenance costs once they are constructed.

Deliverables:

- a) Record of consultation with minutes of decisions and outcomes, attendance records, photographic evidence, correspondence, public notifications and any media coverage;
- b) A detailed report setting out the methodology followed as well as the findings and recommendations;
- c) An approved layout plan for informal trading bays.

Remuneration Item No. 2.1 in Part C2.2 Schedule of Rates, based on an agreed split per deliverable with 80% payable upon submission of the final document to the Employer for consideration and the remaining 20% upon the approval by the Employer.

5.3.2 Market Feasibility Assessment and Land Release Plan

A market feasibility assessment is required to inform the Informal Trading Plan and possible land release aimed at creating business and commercial space in the area. The purpose of this stage will therefore be to investigate the economic development feasibility and to develop recommendations

- a) How long they have been trading in that location,
- b) Number of employees or assistants in business, plus their details (names, gender, etc.).
- c) Type of products or services,
- d) Size of existing structure/ space being used,
- e) Size requirement for trading space,
- f) Trading on government or private land,

Collate and analyse the survey data drawing conclusions to inform the trading plan compilation process.

Identify the relevant role players (in liaison with City officials and Councillors) and consult them regarding formal retail and commercial opportunities within the study area (extent, location, and land use mix) as well as to determine probable returns on investment.

Activities:

- a) Based on the market analyses (Study deliverable 1f) and the above, contact identified and potential new developers and investors, to investigate their willingness to participate in the development of the precinct (including their conditions)
- b) Identify other feasible types of development that can be promoted in the node.
- c) Engage with local community and trader community to determine their specific needs.
- d) Assess trader supply and demand and advise spatial planners regarding rationalising and ordering the arrangement of informal traders on the ground, and correct product mix.
- e) Advise spatial planners on minimum spatial requirements to enable financially feasible retail/commercial development.
- f) Provide recommendations on ideal and feasible mix between land uses (retail and/or office/ services/ mixed use).
- g) Estimate potential income generation from business/retail development on site.
- h) Determine the optimal number of informal traders for every sector that can be sustained by the local economy.
- i) Make specific recommendations regarding a land disposal/ release strategy which would enable the sustainable and viable development of the node.
- j) Make recommendations on other City owned site to be considered as part of a land release strategy.
- k) Provide recommendations on suitable types of institutional arrangements - in terms of length of lease vs. outright sale of land portions identified.
- l) Provide a recommendation in terms of the City of Cape Town's role in the land packaging and preparation process (i.e. undertaking consolidation of erven, EIA and land use application process) in the context of the extent to which this is likely to contribute to property development feasibility.

Deliverables:

- a) Written report including, but not limited to the above identified areas of investigation;
- b) A plan identifying land to be set aside for formal business and commercial activities;
- c) Determination and quantification of Rates' income and income stream from the lease for purposes of motivation for City maintenance budget;
- d) Presentation to City's officials and stakeholder committee on the findings.

Remuneration Item No. 2.1 in Part C2.2 Schedule of Rates, based on an agreed split per deliverable with 80% payable upon submission of the final document to the Employer for consideration and the remaining 20% upon the approval by the Employer.

5.4 Spatial Planning

The National Treasury's "Urban Hub Design Toolkit - A Practitioners Guide" provides the methodology and guidelines to develop PTI-precincts. The Toolkit provides three key concepts/ strategies to guide the restructuring of South Africa's outlying Urban Hubs towards a model of vibrant sustainability. These concepts / strategies focus on a combination of structural and spatial issues stressing the importance of tackling issues across the scales and the necessity for the spatial implications of structural actions to be considered at all times.

The first concept focuses on a structural precondition necessary to ensure that the opportunities presented by focussing people in one area are maximised. The second strategy focuses on the need to explore new ways to enable real integration of land uses and compaction. This has structural and spatial implications. The last strategy focuses on the spatial preconditions necessary to create a vibrant, people friendly environment.

A development concept plan (and/or alternative options) need to be compiled in parallel with the trading plan, consisting of a detailed spatial concept plan identifying desirable land use, spatial requirements, and infrastructure required to unlock financially feasible development as well as investment and operational cost estimates. This component also calls for the development of a brief to inform a Scope of Works for the land use and environmental authorisation required to enable land release and development.

Preparation of land use layout plans are to be based on the most up to date available demographic information, background information identified, specialist studies, consultation with stakeholders, and consultations with relevant City Departments.

5.4.1 Development of a Concept Plan

Compile a conceptual spatial development framework and concept plan for the development of land identified for release to the market for formal business and commercial. This spatial development framework shall inform the preliminary and detailed design of the transport facility.

Activities:

- a) Undertake a contextual analysis of the site and its broader context
- b) Obtain the required land use approvals so that the project can be delivered
- c) Investigate and advise on spatial requirements (coverage, gross leasable area, numbers of retail units, building height, optimal zoning parameters, etc.) required to enable a financially feasible development, as seen from both public and private perspective.
- d) Advise on legislative informants and requirements (Notification of Intent to develop (NID), Environmental Impact Assessment (EIA), LUPO, Heritage issues and authorisation process to prepare the sites for development.
- e) Advise on the need for associated facilities such as service areas, storage space, parking areas (public and reserved), refuse rooms, loading areas, electrical sub-stations, and how these space requirements can be met on-site.
- f) Determine possible cost impact of any required bulk service upgrade required.
- g) Identify areas for public space upgrades in and around the interchange (hard and soft landscaping, lighting, street furniture).
- h) Articulate requirements for informal trader facilities and infrastructure (e.g. ablutions, shelter, utilities).
- i) Investigate and articulate potential remedial upgrades to public transport infrastructure (ablutions, lighting, canopies over waiting area, pedestrian circulation space).
- j) Address the location of transport infrastructure, provision for future alternative land uses (such as small scale commercial and service industry), provision of public space, landscaping, building height, pedestrian facilities such as colonnades, pedestrian and vehicular access arrangements, provision for informal trading

Deliverables:

Detailed Report and layout plan, including, but not limited to:

- a) Conceptual spatial development framework and concept plan
- b) Plan of subdivision for formal retail/commercial;
- c) Three dimensional graphic representation of development envelope associated with market assessment findings;
- d) Report setting out the findings and recommendations specifically i.r.o. authorisations required for the land release aimed at creating retail/commercial space and public space upgrades;
- e) A scope of works for the appointment of consultants to undertake the authorisation required to package the land identified for release and development.

Remuneration Item No. 3.1 in Part C2.2 Schedule of Rates, based on an agreed split per deliverable with 80% payable upon submission of the final document to the Employer for consideration and the remaining 20% upon the approval by the Employer.

5.5 Development of Legislative Financial Model

In "The Art of Precinct Management: A Municipal Guide", National Treasury refers to a Precinct Management Business Plan: this is a guiding tool to optimise the use of existing resources and manage, maintain and improve key activities and priorities within a delineated area to ensure value for money and long term impact.

The Precinct Management Business Plan will focus on more operational issues, such as:

- a) Establishing a Precinct Management Entity; and
- b) Costs and revenue streams associated with the operational management of the Precinct.

In township nodes, the public sector has a bigger role to play than in higher income areas, as these areas still require significant investment in the built environment, public facilities and building. Capital investments, by themselves, are insufficient to stimulate an area. Some level of precinct management is required. As explained above stakeholder groupings must be identified prior to precinct planning.

In most townships in South Africa, local government service delivery is challenged through many social and economic factors. It includes:

- a) Service delivery backlogs;
- b) Existing infrastructure in urgent need of maintenance;
- c) Historic spatial inequalities;
- d) New developments not achieving their goal;
- e) Insufficient provision for maintenance;
- f) Properties in disrepair; and
- g) Informal settlements.

In the case of emerging township centres, or urban hubs, precinct management is about creating an environment which provides access to jobs, services, transport and a desirable public environment for surrounding residents, lowers the risk for investors, and ensures that new strategic investment (private and public) is managed to optimise its value/reach its full potential.

The role of precinct management in emerging township nodes, or hubs, is to support this investment with operational management, with the goal of improving the user experience and investor confidence in a sustainable manner. The objective is to take the social and commercial amenities and facilities needed within the area and match it with the long-term governance, operation and maintenance of the infrastructure put in place.

A financial model has been created and will be made available, which will assist in:

- a) Analysing the current situation at the PTI;
- b) Determining the amount of money raised from transport tariffs, trading tariffs, and rentals from kiosks and storage units. Although this income is not reflected in the precinct income, it becomes a negotiation tool going forward;
- c) Determining the income generated by the precinct from external leases like ATMs, retailers, etc. When those leases will expire and what the risk is to the precinct if those leases are not renewed.
- d) Determining potential income streams that could be relevant to the PTI, such as marketing and events;
- e) Determining where expenses can be consolidated to benefit from economies of scale;
- f) Determining if any of the expenses are out of sync when benchmarked to industry norms;
- g) The ability to see what effect the potential income and expenses will have on the feasibility of the precinct;
- h) The ability to plan for any major changes in income or expenditure;
- i) Ensuring that the expenses planned for can maintain the new infrastructure that have been developed;
- j) Budgeting and long term planning – 10-year period;
- k) Maintenance planning and ensuring that the budget is linked to the maintenance plan; and
- l) Tracking the performance of the precinct over time.

Remuneration Item No. 4 in Part C2.2 Schedule of Rates, based on 80% payable upon submission of the final financial model (Excel spreadsheet) to the Employer for consideration and the remaining 20% upon the approval by the Employer.

5.6 Engineering Services

The engineering services are required in relation to the construction works as described in clause 4, inclusive of civil, structural, mechanical, electrical and electronic engineering services.

The Service Provider/Engineering Consultant will be required to provide the services described in the ECSA Guidelines 2015 (i.e. Engineering Council of South Africa Board Notice 138 of 2015: Guideline Scope of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015), subject to clarification on the inclusion, exclusion or amendment of services to be provided as detailed in this section.

The engineering services to be provided in terms of this contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services, an initial status quo review,

urban design framework, traffic/public transport surveys, pedestrian surveys detailed architectural plans, landscape architectural design, civil engineering design, public participation processes where required, tender documentation and on-site supervision of the construction contract works as broadly described in the relevant sections of the aforementioned Guideline in Clause 4.1.1.

The additional services to be provided include applying for wayleave conditions and approvals from the various service authorities (the rail authority in particular), all services related to preferential/targeted procurement, acting as the leader of a professional team, the provision of a level 2 or 3 construction monitoring service, and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014.

5.6.1 Planning, Studies, Investigations and Assessments

The location of the projects is shown in Part C4 Site Information.

The Service Provider shall inspect the site to be familiarised with the nature of the site, noting appropriate ingress and egress options without conflict, and the conditions under which work (both the provision of professional services and construction or any work by others) is to be executed.

The Service Provider shall prepare and submit a detailed status quo report presenting the information gathered (including photographs), the priorities for the project programme, cost estimates, and an implementation programme covering the project budget cycle. Previous investigations and works undertaken will be made available to the Service Provider for comparative purposes.

The cost of Planning, Feasibility Studies, Investigations and Assessments shall be remunerated on a time and cost basis. The service provider must submit a quotation for the service to the employer based on the rates in the Schedule of Rates. An order will be raised upon acceptance of any quotation by the Employer.

The Service Provider shall carry out all of the feasibility studies and investigations necessary to determine the feasibility of public transport facilities at the location proposed and shall submit a preliminary report on the technical and financial feasibility of the project together with preliminary proposals in this regard.

Public and stakeholder participation (especially with the Taxi associations and Bus services authorities) will be an important part of this phase of the project, and the Service Provider shall ensure that key personnel are available to attend community and stakeholder meetings as necessary.

Deliverables:

- a) Collation of information
- b) Reports of technical and financial feasibility and related implications.
- c) List of consents and approvals
- d) Schedule of required surveys, tests, analyses, site and other investigations

5.6.2 Normal Services

Normal services are described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline.

The normal services shall include all liaison, coordination, incorporation of outputs emanating from the services provided under Clauses 5.2 to 5.5 above, including the progressive development (from the first to the last stage) of a long term (10 years) operational and maintenance plan based on consideration of all life cycle costs. Financial services shall form part of the quantity surveyor's scope of services. The normal engineering services shall however include the necessary assistance to the quantity surveyor.

Remuneration for such services will be made in accordance with the basic fee for normal services (item No. 5 in Part C2.2 Schedule of Rates).

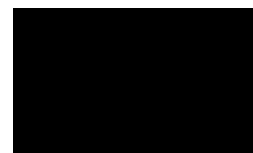
The following normal services and associated deliverables are required for this project:

5.6.2.1 Stage 1 – Inception

The Service Provider shall provide those services and deliverables as indicated in the tables below, as are necessary to establish the Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward.

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

Service	Required
Assist in developing a clear project brief for construction	YES



Attend project initiation meetings	YES
Advise on the rights, constraints, consents and approvals	YES
Define the construction services and scope of work required	YES
Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of services	YES
Determine the availability of data, drawings and plans relating to the project.	YES
Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.	YES
Facilitate a schedule of the required consents and approvals	YES
Provide necessary information within the agreed scope of the project to other consultants involved.	YES
Prepare, co-ordinate and monitor a project initiation programme and cash flow.	YES
Facilitate client approval of all Stage 1 documentation	NO

Deliverable	Required
Project brief input	YES
Report on project, site and functional requirements	YES
Schedule of required surveys, tests, analyses, site and other investigations.	YES
Schedule of consents and approvals and related lead times.	YES
Records of all meetings	YES
Project programme including milestones, key deliverables, meetings, etc. and cash flow	YES
Approval by the client to proceed to Stage 2	YES

5.6.2.2 Stage 2 – Concept and Preliminary Design

The Service Provider shall provide those services and deliverables as indicated in the tables below for the development of a concept designs for submission to the Employer and other relevant authorities for approval.

The preliminary proposal shall take cognisance of other developments in the various PTI-precincts and shall ensure that the proposed facilities are integrated into these developments.

Further consultation with public and stakeholder groups, together with the consideration and revisions of the concept designs, will be required at this stage of the project.

Service	Required
Agree documentation programme with principal consultant and other consultants involved.	NO
Communicate the project brief to the other consultants and monitor the development of the concept and viability	YES
Attend design and consultants' meetings	YES
Establish the concept design criteria	YES
Agree format and procedures for cost control and reporting by the other consultants	NO
Prepare initial concept design and related documentation	YES
Advise the client regarding further surveys, analyses, tests and investigations which may be required	YES
Establish regulatory authorities' requirements and incorporate into the design.	YES
Refine and assess the concept design to ensure conformance with all regulatory requirements and consents	YES
Establish access, utilities, services and connections required for the design.	YES
Coordinate design interfaces with other consultants involved.	YES
Prepare preliminary process designs; preliminary designs, and related documentation for approval by authorities and client and suitable for costing	YES
Manage and integrate the concept and viability documentation for presentation to the client for approval.	YES
Provide cost estimates and comment on life cycle costs as required	YES
Prepare a documentation programme and indicative construction programme	YES
Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.	YES
Facilitate approval of the concept and viability by the client	YES
Facilitate approval of the concept and viability by statutory authorities	YES

Deliverable	Required
Concept design	YES
Schedule of required surveys, tests and other investigations and related reports	YES
Process design	NO

Preliminary design	YES
Cost estimates as required	YES
Indicative documentation programme and construction programme	YES
Records of all meetings	YES
Approval by the client to proceed to Stage 3	YES

5.6.2.3 Stage 3 – Design Development

The Service Provider shall provide those services and deliverables as indicated in the tables below to finalise the design, specifications, cost plan, financial viability and programme for the project, and shall co-ordinate the input from all members of the professional team in this regard.

The Service Provider shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant service authorities and the rail authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

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

Service	Required
Prepare, co-ordinate, agree and monitor a detailed design and documentation programme	YES
Review documentation programme with principal consultant and other consultants involved	NO
Attend design, consultants' and management meetings	YES
Incorporate client's and authorities' detailed requirements into the design	YES
Incorporate other consultants' designs and requirements into the design.	NO
Incorporate health and safety and environmental requirements into the design.	YES
Prepare design development drawings including draft technical details and specifications.	YES
Review and evaluate design and outline specification and exercise cost control.	YES
Prepare detailed estimates of construction cost	YES
Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved	YES
Submit the necessary design documentation to local and other authorities for approval	YES
Facilitate client approval of all Stage 3 documentation	YES

Deliverable	Required
Design development drawings	YES
Outline specifications	YES
Local and other authority submission drawings and reports	YES
Documentation programme	YES
Record of all meetings	YES
Detailed estimates of construction costs	YES
Approval by the client to proceed to Stage 4	YES

5.6.2.4 Stage 4 – Documentation and Procurement

The Service Provider shall provide those services and deliverables as indicated in the tables below for the preparation of working drawings, details, schedules and specifications, preparation of procurement documentation under direction from the Employer's Bid Specification Committee, advertising of tenders, and the assistance with evaluation of technical elements of tenders received under direction from the Employer's Bid Evaluation Committee. The service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

A set of draft plans/drawings shall be submitted to both the Employer and the rail authority for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project leader prior to submission. On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format and shall be based on the City of Cape Town's latest example CIDB document for Civil Contracts (SCM 509), which is based on the SAICE General Conditions of Contract for Construction Works, 3rd Edition, 2015. This document will be issued to the Service Provider by the Employer. The Service Provider shall liaise with the Employer's Bid Specification Committee during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

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

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Clause 5.6.3.5 Environmental Officer).

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. The total value of any form of provisional sum, prime cost amount, or any other budgetary allowance may not exceed 20% of the value of the overall value of the contract. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

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

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

The services described in the two preceding paragraphs are additional to normal services, and are provided for in Clauses 5.6.3.1 and 5.6.3.2 below.

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

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

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

The Service Provider shall, during the tender period, attend a tender clarification meeting, and respond to all queries received during this period via the Employer. The Service Provider may not communicate directly with bidders without the knowledge and approval of the Employer.

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

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

Service	Required
Attend design and consultants' meetings	YES
Attend bid specification and evaluation meetings with the employer	YES



Prepare specifications and preambles for the works	YES
Accommodate services design	NO
Check cost estimates and adjust designs and documents if necessary to remain within budget.	YES
Prepare documentation for contractor procurement on approved templates	YES
Review designs, drawings and schedules for compliance with approved budget	YES
Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required	YES
Assist with the evaluation of tenders	YES
Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others	NO
Assess samples and products for compliance and design intent	YES
Facilitate client approval of all Stage 4 documentation	YES

Deliverable	Required
Specifications	YES
Services co-ordination	YES
Working drawings, schedules and details	YES
Estimate of construction cost based on final designs and tender documents	YES
Tender documentation	YES
Reports on technical and financial aspects of tenders	YES
Contract documentation	YES
Records of all meetings other than bid specification and evaluation meetings	YES
Approval by the client to proceed to Stage 5	YES

5.6.2.5 Stage 5 – Contract Administration and Inspection

The Service Provider shall provide those services and deliverables as indicated in the tables below to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team (if applicable).

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

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

The Service Provider must take note of the circumstances that requires specific approval of the Employer before executing any of his functions or duties as listed in the Contract Data of this contract and ensure that these are included into the construction contract.

Service	Required
Attend site handover	YES
Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.	YES
Carry out contract administration procedures in terms of the contract	YES
Prepare, track, revise and update schedules of predicted cash flow	YES
Prepare pro-active estimates of proposed variations for client decision making	YES
Attend regular site, technical and progress meetings	YES
Monitor, review and approve the preparation of the construction programme by the contractor.	YES
Regularly monitor performance of the contractor against the construction programme	YES
Review the Contractor's quality control programme, advise and agree a quality assurance plan and monitor implementation thereof	YES
Inspect the works for quality and conformity to contract documentation and provide construction monitoring during the course of the works	YES
Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.	YES
Adjudicate and advise employer on financial claims by contractor(s)	YES
Assist in the resolution of contractual claims by the contractor.	YES
Establish and maintain a financial control system	YES
Clarify details and descriptions during construction as required	YES
Prepare valuations for payment certificates to be issued by the employer's agent	YES
Issue payment certificates (if acting as employer's agent)	YES
Instruct, witness and review all tests and mock ups carried out both on and off site	YES

Check and approve contractor drawings for design intent	YES
Update and issue drawings register	YES
Issue contract instructions as and when required	YES
Review and comment on operation and maintenance manuals, guarantee certificates and warranties	YES
Inspect the works and issue practical completion and defects lists	YES
Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals	YES

Deliverable	Required
Schedules of predicted cash flow	YES
Construction documentation	NO
Drawings register	YES
Estimates for proposed variations	YES
Contract instructions	YES
Financial control reports	YES
Valuations for payment certificates	YES
Payment certificates	YES
Progressive and draft final account(s)	YES
Practical completion and defects list	YES
All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities	YES
Record of all meetings	

5.6.2.6 Stage 6 – Close Out

Service Provider to ensure that an appropriate and applicable handover checklist is developed that clarifies responsible entities and all aspects of critical works undertaken to deliver all listed activities. The handover must include the process and system of activities required to prepare, collate and issue all identified and agreed documentation in all necessary formats (physical or electronic copy) that fulfils the listed works.

The Service Provider shall provide those services and deliverables as indicated in the tables below to complete the project close-out

As-built plans/drawings shall be submitted to the Employer in electronic format (dwg plus ctb table) as well as one complete set of paper prints. All As-Built drawing Xrefs must be bound.

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

Service	Required
Inspect and verify the rectification of defects	YES
Receive, comment and approve relevant payment valuations and completion certificates	YES
Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.	YES
Prepare as-built drawings and documentation	YES
Conclude the final accounts where relevant	YES

Deliverable	Required
Valuations for payment certificates	YES
Works and final completion lists	YES
Operations and maintenance manuals, guarantees and warranties	YES
As-built drawings and documentation	YES
Final accounts	YES

5.6.3 Additional Services

The following additional services listed below are required.

5.6.3.1 Service Enquiries/Wayleave Applications

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

Remuneration will be under Item No. 11.1 in Part C2.2 Schedule of Rates.

5.6.3.2 Preferential Procurement and Targeted Participation

The Service Provider shall provide all services related to preferential procurement and targeted participation in respect of the construction contract (as set out in the Employer's example CIDB documents for Civil (or other) construction contracts including but not limited to:

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

Remuneration will be under Item No. 11.1 in Part C2.2 Schedule of Rates.

5.6.3.3 Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason, it is specified that a level 2 or 3 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval. The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement. Construction monitoring staff will be paid over the year end break, if applicable. The Employer's Agent's Representative shall be a qualified Engineer/Technologist/Technician with at least five years' verifiable post graduate experience in construction monitoring, including a minimum of at least two contracts which have involved bridge construction.

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

Remuneration will be under Item Nos. 9.1.8 and 9.1.9 in Part C2.2 Schedule of Rates.

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

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

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

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

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

Remuneration will be under Item No. 9.1.6 in Part C2.2 Schedule of Rates.

5.6.3.5 Environmental Officer

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

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

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

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

Remuneration will be under Item No. 9.1.7 in Part C2.2 Schedule of Rates.

5.6.3.6 Preparing detailed operating, operation and maintenance manuals.

The Service Provider shall provide operating, operation and maintenance manuals, which may be required as input to the services under the above Financial and Legal; Communication and Stakeholder Engagement; and Economic Development sections.

Remuneration will be under Item Nos. 1 to 4 in Part C2.2 Schedule of Rates.

5.7 Architectural Services

The Service Provider will be required to provide architectural services as required in terms of the detailed scope as set out above and as provided for in the Professional Fees Guideline in respect of services provided by person(s) registered in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), Board Notice 121 of 2015 as gazetted in Government Gazette No 38863, 12 June 2015.

"Principal consultant" and/or "principal agent" services will be paid for under Section 5.6 above. Remuneration for the provision of standard services shall be under Item 6 in Part C2.2 Schedule of Rates. Any other additional services shall be agreed with the Employer and shall be remunerated under Item No. 9.2 in Part C2.2 Schedule of Rates.

5.8 Quantity Surveying Services

The Service Provider will be required to provide "building and engineering works services" as required in terms of the detailed scope as set out above and as defined in section 1.6 of the "Guideline tariff of professional fees in respect of services rendered by persons registered in terms of the Quantity Surveying Profession Act 2000 (act no 49 of 2000) published as SACQSP Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015 (SACQSP Guidelines 2015).

Remuneration details for standard services shall be under Item No. 7 and for additional services under Item No. 9.3 in Part C2.2 Schedule of Rates.

5.9 Town Planning Services

The Service Provider will be required to provide town planning services as set out in the Planning Professional Act. No. 36 of 2002.

The services provider will be required to undertake a contextual analysis of the site and its broader context and to obtain the required land use approvals so that the project can be delivered.

The town planner will provide a conceptual spatial development framework for the sites, addressing location of transport infrastructure, provision for future alternative land uses (such as small scale commercial and service industry), provision of public space, landscaping, building height, pedestrian facilities such as colonnades, pedestrian and vehicular access arrangements, provision for informal trading.

These services are further expanded on in Section 5.4.

Remuneration for services relating to the development of a Concept Plan shall be under Item No. 3 and for additional services under Item No. 9.4 in Part C2.2 Schedule of Rates.

5.10 Landscaping

The Service Provider will be required to provide all standard services described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (SACLAP Guidelines, available on their website (www.saclap.org.za)).

Remuneration for standard services shall be under Item No. 8 and for additional services under Item No. 9.5 in Part C2.2 Schedule of Rates.

5.11 Project Management Services

The Service Provider will be required to provide all standard services described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000) as determined by The South African Council for the Project and Construction Management Professions (The SACPCMP Guidelines 2019).

Remuneration shall be part of all normal services, Item Nos. 1 to 5 and 11 in Part C2.2 Schedule of Rates. Additional services not provided for shall be remunerated under Item No. 9.6 in Part C2.2 Schedule of Rates.

6. USE OF REASONABLE SKILL AND CARE

The Service Providers' attention is drawn to the fact that the areas where the project will be implemented have high rates of unemployment and crime. High community expectations and involvement are typical and can have serious consequences if not approached carefully. It is therefore strongly recommended that the Service Provider use appropriately experienced and skilled personnel who have a good understanding of community dynamics and are able to make sound assessments and plans in this regard.

The Service Provider furthermore needs to note that much of the project plans, especially around precinct management, will require a mind-shift from stakeholders who may resist change. It is however important that all stakeholders are supportive of the project plans, and that it may become necessary to amend the plans.

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

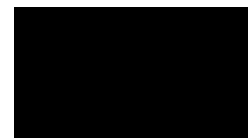
7. GENERAL

7.1 Time Frames/Milestones

Milestones set by the Employer in the Contract Data 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, in MS Project format or as agreed with the Employer.

7.2 Places for the Performance of Specific Tasks



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

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

7.3 Reporting Requirements

The stage deliverables as stated in 5.6.2 (Normal Services) should be collated and submitted as stand-alone end-of-stage reports for approval by the client. The Service Provider may also be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly reports, providing:

- a) an updated programme/schedule (in MS Project and pdf formats);
- b) progress (including any events/issues experienced);
- c) financials (including cash flows);
- d) a complete record of all variations to scope, cost and time (which need to be pre-agreed with the Employer); and
- e) an updated risk register (including mitigation measures).

to the Employer, in respect of both the Service Provider's appointment and each aspect of the project, including the construction contractors' contracts.

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

In respect of the overall project, a final Close-Out report shall be submitted to the Employer within a month after the last activities on the project have been completed. This report shall include:

- a) a summary of the key deliverables and outcomes/achievements;
- b) lessons learned with recommendations for any future, similar projects.

8. REFERENCE DATA

Copies of the following reference documents can be obtained via the links provided:

- Urban Hub Design Toolkit: Municipal Guide:
http://ndp.treasury.gov.za/About%20NDP/NDP%20Urban%20Hub%20Toolkit_Municipal%20Guide.pdf
- The Art of Precinct Management:
http://ndp.treasury.gov.za/About%20NDP/NDPG_Precinct%20Management%20Guide_DRAFT_vJan2015.pdf
- CoCT SCM Policy:
<https://resource.capetown.gov.za/documentcentre/Documents/Bylaws%20and%20policies/Supply%20Chain%20Management%20Policy.pdf>
- CoCT Trading Bylaw:
<http://resource.capetown.gov.za/documentcentre/Documents/Bylaws%20and%20policies/Informal%20Trading%20By-law.pdf>

The following documents are issued on a CD as part of the tender documentation:

- 1a Spatial quick scan
- 1b Social quick scan
(1a and 1b are combined – three documents for three PTIs)
- 1e Optimized validated scenario
- 1i Guidelines for a replicable approach (a combination of 1a to 1h) – “Stakeholder Engagement Process”
- 8 Detailed Project Plan
- 1f Development Strategy per PTI including governance model for O&M (Draft dated 28 February 2017)
- 1h Relevant annexures referred to in the “Terms of Reference for Training Plan”.
- 1i The consolidated worksheets in relation to 1i above, which the Service Provider can use or prepare his own, similar ones.

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. Also see Section C3.1 Scope of Work regarding the following documents:

- a) the International Finance Corporation (IFC) Performance Standards for managing environmental and social risks during the planning and construction of grant funded infrastructure,
- b) the Conventions of the International Labour Organisation (ILO), and
- c) OECD Guidelines for Multinational Enterprises.

10. APPROVALS

The Service Provider shall be responsible for obtaining the following approvals:

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer,
- (c) Approval of the project from Heritage Western Cape (*if required*),
- (d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- (e) Approval of the detail design, drawings and contract document from the Employer,
- (f) Wayleave approval from all service authorities,
- (g) Approval of the accommodation of traffic plans from the Traffic Manager,
- (h) Approval of the construction monitoring proposal from the Employer,
- (i) In respect of time based services, approval of the allocation of staff from the Employer.
- (j) Approval for the employment of specialist sub-consultants from the Employer.

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

11. PROCUREMENT

11.1 Preferential Procurement

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

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

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

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

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

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

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

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

11.3 Forms for contract administration

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

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

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

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

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

12. FORMAT OF COMMUNICATION

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

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

13. PERSONNEL

13.1 Key Personnel

a) A Project Leader who is/has:

- A professionally qualified specialist with a National Qualifications Framework (NQF) Level 7 and registered with a relevant built environment professional body recognized in South Africa.
- at least twelve years' verifiable post graduate experience in the built environment (of which at least three years is in underdeveloped urban areas) including:
 - experience in the management or coordination of complex civil engineering or building projects as defined by SACPCMP
 - project implementation and contract management,
 - project facilitation and management

b) An Architect who is/has:

- A professionally qualified architect with an NQF 7 registered with the South African Council for the Architectural Profession (SACAP),
- at least ten years' verifiable post graduate experience,
- experience in the design of complex civil engineering or building projects as defined by SACPCMP,
- provided architectural input into at least one public transport interchange (PTI).

c) A Stakeholder Engagement Specialist:

- with an NQF 4
- with a minimum of ten years' experience in managing and delivering public participation processes,
- with experience in the management of at least 3 (three) distinct public participation processes of complex infrastructure initiatives.

d) An Economic and Social Development Specialist:

- with an NQF7 in economics or social science,
- with a minimum of ten years' experience,
 - Including experience in the SA economic development context,
 - Including experience in precinct development with both public and private land uses.

e) A Property Market Specialist who is/has:

- an NQF 7 in property studies,
- registered with a relevant professional body recognized by South African Qualifications Authority (SAQA)
- at least ten years' experience in the commercial sector of the South African property industry, either as a developer or consultant.

* Complexity (complex projects): Where the works call for the application of new, unusual or untried techniques or designs or application of complex project delivery, systems or processes or excessive complexity of the whole or part of the works.

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

13.2 Additional Specialists

In addition to the Key Personnel, the Service Provider shall, as the exigencies as the contract require, maintain involvement of the additional specialists listed below on order to undertake this contract.

- a) A Transport Engineer/Technologist who is registered with ECSA, with a minimum of ten years' verifiable post graduate experience in the planning and implementation of public transport projects, including taxi industry liaison.
- b) A Professional Landscape Architect who is registered as such with the South African Council for the Landscape Architectural Profession (SACLAP) with at least eight years' verifiable post graduate experience and who is familiar with green building and sustainable development principles.
- c) A Professional Civil & Structural Engineer/Technologist, who is registered as such with ECSA, with a minimum of ten years post qualification experience;
- d) A Professional Electrical Engineer/Technologist, who is registered as such with ECSA with a minimum of eight years' verifiable post qualification design experience in improving lighting conditions in areas with high volumes of pedestrian movement; experience in solar photovoltaics, providing lighting in townships, or for Public Transport Interchanges / Public Transport Facilities must be clearly demonstrated in the curriculum vitae provided.
- e) A Professional Mechanical Engineer/Technologist and fire engineer, who is registered as such with ECSA, with a minimum of eight years' verifiable post qualification which must be clearly demonstrated in the curriculum vitae provided.
- f) A Quantity Surveyor, who is registered as such with SACQSP (South African Council for the Quantity Surveying Profession), with a minimum of five years' verifiable post qualification experience in the design and construction of civil engineering and/or building projects.
- g) An Urban Designer, who is registered as a professional member of SACPLAN (South African Council for Planners), with a minimum of five years' verifiable post graduate experience. A track record in transport related design is compulsory, as would knowledge of green building principles.
- h) A Senior Town Planner who is professionally registered with SACPLAN (South African Council for Planners) in the Professional Planner category, with a minimum of six years' relevant experience in multiple facets of the Planning Profession and with very strong land

use planning expertise and with some involvement in public transport planning projects, and a knowledge of green building principles, must be clearly indicated.

- i) A Central Improvement District (CID) Specialist with at least three years' experience in the setting up and management of a CID in the South African context, including a thorough understanding of the associated legislation.
- j) A Facility Management specialist with a minimum of four years' experience in managing the maintenance of public facility infrastructure.
- k) A SAQA Accredited Training Provider with 5 years' experience and proof of five Leadership Training Projects provided in portfolio of evidence.
- l) A Conflict Management Training Provider with a relevant qualification and 5 years' experience in mentoring and training start-ups and including at least five similar projects with contactable references.
- m) A Professional Valuer registered with the South African Council for the Property Valuers Profession (SACPVP) and who is in good standing with the SACPVP.
- n) An Urban Economist who has at least eight years' experience in the South African urban property economics environment. Experience advising the public sector would be advantageous.
- o) An Occupational Health and Safety Specialist with a minimum of five years' verifiable experience and a track record in transport related works.
- p) An Environmental Officer with a minimum of five years' verifiable experience and a track record in transport related works.

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

14. MANAGEMENT MEETINGS

14.1 Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

14.2 Community/Stakeholder Meetings

The Service Provider will also be expected to arrange for, contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible. No reimbursement of costs for subsistence, payment for venue hire, transport of meeting participants, refreshments, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered. It is anticipated that it will be necessary to continue with community/stakeholder participation, including to respond to any individual queries/concerns that may be raised, through the construction period plus one year of operation and maintenance.

14.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

14.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project.

14.5 Ad-hoc Meetings

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

14.6 General

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

All charges in respect of attendance and translation at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Schedule of Rates).

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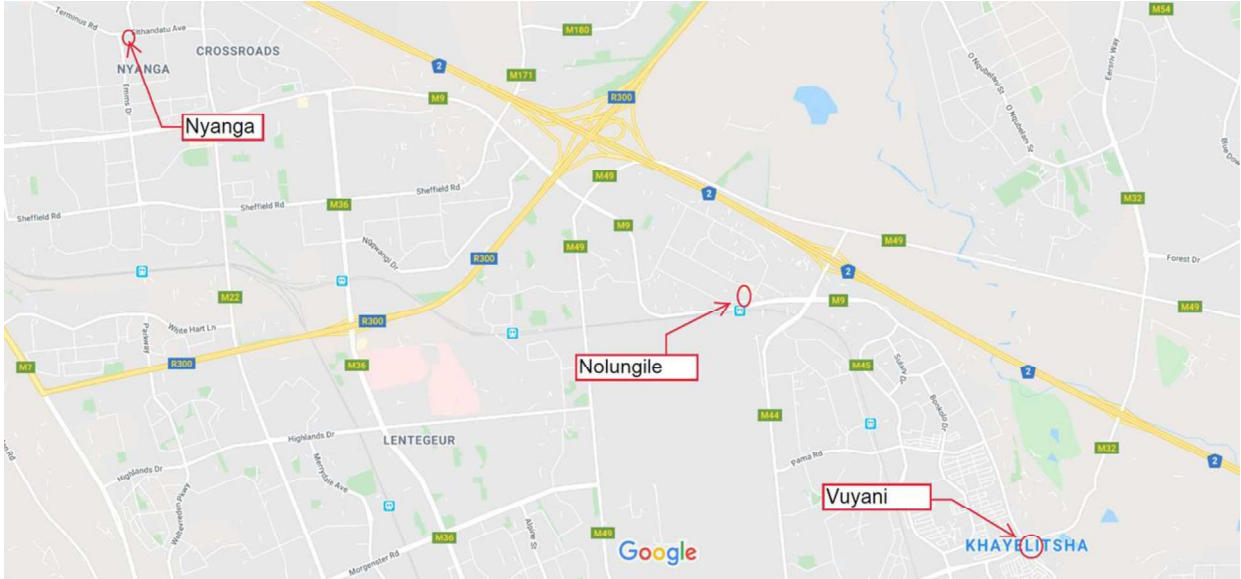
C3.2 Annexes

Annex 1: B-BBEE Sub-Contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

PART 6: SITE INFORMATION

C4.1 PTI-Precinct Locations



Nyanga PTI: 33°59'34.1"S 18°35'00.8"E

Nolungile PTI: 34°00'57.2"S 18°38'59.0"E

Vuyani PTI: 34°02'15.4"S 18°40'48.9"E

PART 7: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

C1.5 Occupational Health and Safety Agreement

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

WSP GROUP AFRICA (PTY) LTD

(Contractor/Mandatar/Company/CC Name)

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

I, [REDACTED], representing

WSP GROUP AFRICA

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

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

COID ACT Registration Number: [REDACTED]

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

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

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

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at CAPE TOWN on the SEVEN day of JULY 2020

[REDACTED]
Witness

[REDACTED]
Mandatar

Signed at Cape Town on the [REDACTED] day of [REDACTED] 20 [REDACTED]

[REDACTED]: Executive Director
Urban Mobility

Witness

[REDACTED]
Acting Manager: Transport Infrastructure
Implementation

Witness

[REDACTED]
for and on behalf of
City of Cape Town

PART 8: SCHEDULE OF SUB-CONTRACTORS

SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

DISCIPLINE	SUB CONTRACTOR NAME	SUB CONSULTANTS LEVEL OF B-BBEE CONTRIBUTOR	ESTIMATED VALUE OF WORK (RAND)
Property Market, Economic & Social Development Services	MMQSMACE Consultancy (Pty) Ltd	Level 1	
Architectural Services	JZE Architects (Pty) Ltd	Level 2 (EME)	

PART 9- ADDITIONAL SPECIALISTS (OTHER THAN KEY PERSONNEL)

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SCHEDULE 18: ADDITIONAL SPECIALISTS (OTHER THAN KEY PERSONNEL)

The tenderer shall indicate on the schedule below what human resources, **other than** the key personnel listed in the appropriate clause(s) of the tender conditions, they have at their disposal and intend allocating to this project as and when required. These resources could also, for example, include specialists in precinct management, conveyancer, a tender documentation specialist, cad operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others.

DISCIPLINE	NAME & SURNAME	JOB DESCRIPTION	QUALIFICATIONS/ PROFESSIONAL REGISTRATION NO.	NO. YEARS EXPERIENCE
Transport Engineer/ Technologist	(Please refer to tender attachment for relevant info.)			
Landscape Architect		..		
Civil & Structural Engineer/ Technologist		..		
Electrical Engineer/ Technologist		..		
Mechanical Engineer/ Technologist		..		
Quantity Surveyor		..		
Urban Designer		..		
Town Planner		..		
Central Improvement District Specialist		..		
Facilities Management Specialist		..		

SIGNED ON BEHALF OF TENDERER:

Tender
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T2.2
Returnable Schedules

CITY OF CAPE TOWN

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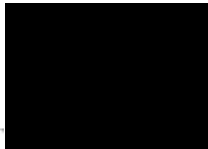
PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES

SCHEDULE 18: ADDITIONAL SPECIALISTS (OTHER THAN KEY PERSONNEL) - CONTINUED

The tenderer shall indicate on the schedule below what human resources, other than the key personnel listed in the appropriate clause(s) of the tender conditions, they have at their disposal and intend allocating to this project as and when required. These resources could also, for example, include specialists in precinct management, conveyancer, a tender documentation specialist, cad operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others.

DISCIPLINE	NAME & SURNAME	JOB DESCRIPTION	QUALIFICATIONS/ PROFESSIONAL REGISTRATION NO.	NO. YEARS EXPERIENCE
SAQA Accredited Training Provider	(Please refer to tender attachment.)			
Conflict Management Training Provider		W		
Professional Valuer		W		
Urban Economist		W		
Occupational Health and Safety		W		
Environmental Officer		W		
Other		W		

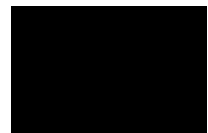
SIGNED ON BEHALF OF TENDERER:



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Returnable Schedules



SCHEDULE 18: ADDITIONAL SPECIALISTS (OTHER THAN KEY PERSONNEL)

DISCIPLINE	NAME & SURNAME	JOB DESCRIPTION	QUALIFICATIONS/ PROFESSIONAL REGISTRATION NO	NO YEARS EXPERIENCE
Transport Engineer/ Technologist	[REDACTED]	Associate: Transport Planning	BEng Hons (Transport Engineering), Professional Engineer – ECSA [REDACTED]	19 Years
Landscape Architect	[REDACTED]	Partner Landscape Architecture	B Arch -South African Council for the Architectural Profession (SACAP) -SAIA (South African Institute of Architects) [REDACTED] SACAP (reg # [REDACTED]) /SACAP/ILASA/SAIA	30 years
Civil & Structural Engineer/ Technologist	[REDACTED]	Civil Technologist	BTech (Civil Engineering), Professional Engineering Technologist – ECSA ([REDACTED])	25 Years
Electrical Engineer/ Technologist	[REDACTED]	Associate	BSc (Electronic Engineering), Professional Electrical Engineer – ECSA ([REDACTED])	10 Years
Mechanical Engineer/ Technologist	[REDACTED]	Regional Director	BSc (Mechanical Engineering), Professional Engineer – ECSA [REDACTED]	11 Years

Quantity Surveyor	[REDACTED]	Project Director	BSc (Hons) Quantity Surveying, Professional Quantity Surveyor – SACQSP [REDACTED] Member – ASAQs [REDACTED]	18 Years
Urban Designer	[REDACTED]	Professional Town Planner	MCPUD; BCom; MCRP; BAS UDISA Reg. No. [REDACTED]	33 Years
Town Planner	[REDACTED]	Professional Town Planner	MCRP; BCom, BAS; MCPUD SACPLAN Reg No. [REDACTED] SAPI Reg No. [REDACTED]	33 Years
Central Improvement District Specialist	[REDACTED]	Technical Director	BEng (Civil Engineering) Professional Engineer – ECSA [REDACTED] Professional Construction Project Manager – SACPCMP [REDACTED]	26 Years
Facilities Management Specialist	[REDACTED]	Technical Director	BEng (Civil Engineering) Professional Engineer – ECSA [REDACTED] Professional Construction Project Manager – SACPCMP [REDACTED]	26 Years
SAQA Accredited Training Provider	[REDACTED]	Principal Associate	BTech (Civil Engineering) Professional Technologist – [REDACTED]	25 Years
Conflict Management Training Provider	[REDACTED]	Principal Associate	BTech (Civil Engineering) Professional Technologist – ECSA [REDACTED]	25 Years
Professional Valuer	[REDACTED]	Professional Property Valuer	MPhil (Applied Ethics), Professional Property Valuer – SACPVP [REDACTED]	12 Years

Urban Economist	[REDACTED]	Professional Town Planner	MCPUD; BCom; MCRP; BAS UDISA Reg. No. [REDACTED]	33 Years
Occupational Health and Safety	[REDACTED]	Director	MTech (Construction Management) BTech (Environmental Health), Professional Construction Health & Safety Agent – SACPCMP (PrCHSA [REDACTED])	28 Years
Environmental Officer	[REDACTED]	Director	BSc (Hon) Biotechnology, Professional Natural Scientist – SACNASP [REDACTED]	21 Years
Other	N/a			

All CV's and other related documentation, as submitted by the contractor for **TENDER 280C/2020/21: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES**, is incorporated into this Memorandum of Agreement by the mere reference thereof.

PART 10 - KEY PERSONNEL

CITY OF CAPE TOWN

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SCHEDULE 11: KEY PERSONNEL (Please refer to tender attachment.)

The tenderer is referred to clause C.2.1.4.2 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

PROJECT LEADER				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

STAKEHOLDER ENGAGEMENT SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT REGISTRATION (IF APPLICABLE)	NO. OF YEARS SPECIFIED EXPERIENCE

ECONOMIC AND SOCIAL DEVELOPMENT SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT REGISTRATION (IF APPLICABLE)	NO. OF YEARS SPECIFIED EXPERIENCE

PROPERTY MARKET SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT REGISTRATION (IF APPLICABLE)	NO. OF YEARS SPECIFIED EXPERIENCE

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Returnable Schedules

SCHEDULE 11: KEY PERSONNEL

NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION	NO. OF YEARS SPECIFIED EXPERIENCE
PROJECT LEADER				
[REDACTED]	[REDACTED]	BEng (Civil Engineering)	Professional Engineer – ECSA [REDACTED] Professional Construction Project Manager – SACPCMP [REDACTED]	26 Years
ARCHITECT				
[REDACTED]	Director	BAS, BArch	Professional Architect – SACAP [REDACTED]	23 Years
STAKEHOLDER ENGAGEMENT SPECIALIST				
[REDACTED]	Director	BSc (Hon) Biotechnology	Professional Natural Scientist – SACNASP [REDACTED]	21 Years
ECONOMIC AND SOCIAL DEVELOPMENT SPECIALIST				
[REDACTED]	Technical Director	MBA (Master of Business Administration) BEng (Civil Engineering)	Professional Engineer – ECSA [REDACTED]	37 Years
PROPERTY MARKET SPECIALIST				
[REDACTED]	Project Director	MSc (Property Studies), BSc – Honours (Construction Management)	Construction Project Manager – SACPCMP [REDACTED] Project Management Professional – PMP [REDACTED]	30 Years

All CV's and other related documentation, as submitted by the contractor for **TENDER 280C/2020/21: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF PLANNING, DESIGN, TENDER DOCUMENTATION, CONSTRUCTION SUPERVISION AND ESTABLISHMENT OF PRECINCT MANAGEMENT ENTITIES AT PUBLIC TRANSPORT INTERCHANGES**, is incorporated into this Memorandum of Agreement by the mere reference thereof.