



CITY OF CAPE TOWN
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STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

MITCHELL DU PLESSIS PROJECTS (PTY) LTD

REGISTRATION NO. [REDACTED]

CONTRACT NO: 281C/2020/21

PREAMBLE

WHEREAS Tender **281C/2020/21** was awarded to **MITCHELL DU PLESSIS PROJECTS (PTY) LTD** in line with the SCM- Bid Adjudication Committee resolution **SCMB 43/10/21** dated **18 October 2021** for the **PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT**, for 84 Months from date of commencement of contract not exceeding 30 June 2029, in the amount of [REDACTED] (Excl. VAT) and [REDACTED] (Inc. VAT).

AND WHEREAS contingencies in the amount of [REDACTED] will be applicable.

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. 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: Transport Infrastructure Implementation** and duly authorised hereto;
- 1.2. **MITCHELL DU PLESSIS PROJECTS (PTY) LTD**, a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] ("**the Contractor**"), herein represented by its duly authorised representative, [REDACTED] in his capacity as **Managing 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 Part attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

2.1.1 first, the terms and conditions of the CSD;

2.1.2 second, the terms and conditions of the CIDB;

2.1.3 third, Parts and schedules to this Contract; and

2.1.4 fourth, any other documents incorporated by reference.

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

3. APPOINTMENT AND DURATION

3.1. The 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 and terminate on the Termination date

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 (PART5), 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. 281C/2020/21

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

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: MITCHELL DU PLESSIS PROJECTS (PTY) LTD

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
If yes, enclose proof

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

PART 1 : AGREEMENTS

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 281C/2020/21

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

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 281C/2020/21: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

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

Rand [REDACTED]

(in words):

R [REDACTED] (inc) ... (in figures)

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

Signature(s) [REDACTED]

Name(s) [REDACTED]

Capacity MANAGING DIRECTOR

for the tenderer

(Name of organization/tenderer) MITCHELL DU PLESSIS PROJECTS (PTY) LTD

(Address of organization/tenderer) [REDACTED]

Name and
signature
of witness

Date 06/04/2021

For official use,	
INITIALS OF OFFICIALS AT TENDER OPENING	
2.	3.

Tender
Part T2: Returnable Documents
Reference No. 281C/2020/21

31

T2.
Returnable Documents

**CONTRACT NO. 281C/2020/21// PROVISION OF PROFESSIONAL PROJECT
MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT**

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: Key Personnel
- Part 9 : Support Resources.
- Part 10: Resource Allocation Schedule

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 Tenderer 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.

**CONTRACT NO. 281C/2020/21// PROVISION OF PROFESSIONAL PROJECT
MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT**

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	MITCHELL DU PLESSIS PROJECTS (PTY) LTD
Business Registration	N/A	
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax	As contained in PART 4, herein.	As contained in PART 4, herein.
Accepted contract duration	84 Months from date of commencement of contract	84 Months from date of commencement of contract
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date	08/08/2022	18/08/2022
Signed: Location	Cape Town	Kloof
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (Continued)

CONTRACT NO. 281C/2020/21// PROVISION OF PROFESSIONAL PROJECT MANAGEMENT
SERVICES: INTEGRATED RAPID TRANSIT

(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 **NONE**

Details **NONE**
.....
.....
.....

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 of performance for this service is 84 months.

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

The project is the **PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT**

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 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, Transport**.

The address for receipt of communications is:

Telephone:

Facsimile:

E-mail:

Postal Address:

CAPE TOWN
8000

Physical Address:

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, 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 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:

R5000.00

The maximum penalty amount is as follows:

R100,000.00

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 3.17

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 **mediation**

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Clause 16:

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

Clause 17:

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.

Clause 18:

As required by section 116(2)(b) of the *Local Government: Municipal Financial Management Act 56 of 2003*, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.

ANNEXURE A: INSURANCE BROKER'S WARRANTY

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 281C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES:
INTEGRATED RAPID TRANSIT

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

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

- f) the Form of Offer and Acceptance,
- g) the Contract Specific Data within the Contract Data,
- h) the General Conditions of Contract
- i) the Scope of Work, and
- j) 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

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 281C/2020/21

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

C2.2 Activity Schedule

Item No. 1 : Project Programme Development and Maintenance

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c
1.1	Provide professional services with respect to the initial development of an overall Programme as described in the Scope of Work (clause 5.2).	sum	1		00
1.2	Provide professional services with respect to the all-inclusive management of the overall programme as described in the Scope of Work (clauses 5.1, 5.2, 5.3 and 5.4).	month	84		00
TOTAL OF ITEM No. 1 TO SUMMARY					00

Item No. 2 : Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c
2.1	Provide time-based professional services on the instruction from the Employer in respect of services that fall beyond the scope of services as described in the Scope of Work:				
	Key persons:				
	- Project Leader	hr	300		00
	- Assistant Project Leader	hr	300		00
	- Programme Scheduler	hr	300		00
	- Project Manager	hr	300		00
	- Quantity Surveyor	hr	300		00
	- Technical Integration Manager	hr	200		00
	- Transportation Engineer	hr	200		00
	- Universal Access Specialist	hr	100		00

	Other non-key persons:					
	- Principal: > 8 years' experience	hr	1 500			00
	- Salaried staff: Associates and Managers	hr	3 000			00
	- Salaried staff: with direct responsibility for activities related to the project	hr	3 000			00
	Salaried staff: performing work related to the project under direction and control	hr	1 000			00
2.2	Provide for sub-consultant work not specifically itemised in the Activity Schedule or allowed for in the Scope of Work.	Provisional Sum				00
2.3	Extra over Item 2.2 in respect of all other costs, overhead charges and profit	%				
TOTAL OF ITEM No. 2 TO SUMMARY						

Item No. 3 : Recoverable expenses

Item No.	Activity Description	Unit	Quantity	Rate	Amount R	c
3.1	Provide for recoverable expenses not allowed for in the Scope of Work or elsewhere in the Pricing Data					
	Printing: size A0,	no.	100			00
	Printing: size A1,	no.	100			00
	Printing: size A2,	no.	100			00
	Printing/copying: size A3	no.	500			00
	Printing/copying: size A4 (reports and tender documents only),	no.	40 000			00
	Compilation and binding of reports/tender documents.	no.	1 000			00
	Electronic Data provided on Compact Disk	no.	200			00
3.2	Travelling and accommodation expenses with respect to authorized official trips outside of the City of Cape Town's boundaries.	Provisional Sum	-	-		
TOTAL OF ITEM No. 3 TO SUMMARY						

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 281C/2020/21

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1

R

B: TOTAL OF ITEM No. 2

R

C: TOTAL OF ITEM No. 3

R

D: SUB-TOTAL (A TO C)

R

E: CONTINGENCIES

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

R

F: TOTAL INCLUDING CONTINGENCIES

R

G: VALUE ADDED TAX

ADD: VAT at the rate of 15% of F above

R

H: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (F+G)

R

PART 5: SCOPE OF WORK

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 281C/2020/21

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

C3.1 Scope of Work

1. INTRODUCTION

The purpose of this tender is to secure the services of a professional project management team that will be responsible for the development, maintenance and management of an overall implementation programme and related budget and cash flow forecasts for the rollout of Phase 2A of the Employer's MyCiTi Bus Rapid Transit (BRT) system, including related projects in the Phase 2A footprint, and to guide and coordinate the work streams and City-appointed professional teams and contractors to deliver on the programmed rollout objectives.

The services will include the project management of all activities associated with the ongoing development and commissioning of MyCiTi Phase 2A - inclusive of systems planning, financial planning and monitoring, infrastructure implementation, facilities management, vehicle procurement, fare management and control systems, industry transition and operations – and regular reviews and reporting on progress.

To initiate and facilitate the brief under this appointment, the service provider will initially have to familiarise himself with the work undertaken by the Employer and its service providers, and review the work processes of the previous/current project managers appointed for Phase 2A.

Unless where specifically provided for, the services will not include the detailed project or construction management, or the management of non-construction related work streams, but will include the obtaining of all relevant information, familiarisation therewith, interacting with the different service providers and work streams, setting up of a Master Programme with financial forecasts and the monitoring and reporting with respect to all of these.

Communication with the different Integrated Rapid Transit (IRT) work streams will be overseen by the Employer's Phase 2A Programme Director, supported by the Manager: Capital Built Environment Partnerships. The Service Provider will report and provide support to the Phase 2A Programme Director. The Service Provider will be responsible to coordinate and drive the implementation programme, both within the Employer's organisation and external service providers and stakeholders. All professional service providers / consultants employed on the City's IRT programme, or the City's internal works stream leaders as applicable, will be required to provide the necessary documents to enable the service provider to undertake the brief under this appointment. These internal and external parties will not report directly to the Service Provider, but the Phase 2A Programme Director will facilitate the necessary authority and enable the Service Provider in this regard.

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, Act 56 of 2003 and the Municipal Supply Chain Management Regulations, 2017, 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. 281C/2020/21: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT, which will be evaluated using a financial offer and preferences-based system as described in the Tender Data.

2. BACKGROUND

The purpose of the City's Integrated Public Transport Network (IPTN) project was to develop an integrated public transport network and operational plan for the Cape Town metropolitan area in order to improve mobility and access for all residents in Cape Town. The IPTN Business Plan (approved in 2017) encompasses all modes of public transport, including rail and road-based technologies and determines which modes are best suited to cater for the existing and future public transport demand. The Bus Rapid

Transit (BRT) component of the IPTN is called MyCiTi and will link into the rail service, which will remain the backbone of public transport in Cape Town.

The BRT system is being rolled out in four phases, to be completed over 15 to 20 years. Phase 1 has been completed - Phase 1A focused on the central city and the Blaauwberg corridor towards Table View, as far as Atlantis and Mamre, whereas Phase 1B was a small extension to Montague Gardens and Century City. Phase 2A will address the public transport needs of the metro south-east and Phases 3 and 4 will further extend the system to the Durbanville, Delft and Helderberg areas. The N2 Express route is a short-term intervention to relieve pressure on existing services.

The metro south-east was chosen as the Phase 2A development area as it is one of the most densely populated areas of Cape Town and is particularly affected by apartheid spatial planning. More specifically, it focuses on the provision of Bus Rapid Transit (BRT) services between the metro south-east (Khayelitsha and Mitchell's Plain) and Wynberg/Claremont. In doing so, it provides a link where there is a gap in the rail network (i.e. between the Southern and Central lines).

The focus of this tender is the procurement of a professional service provider to ensure the effective and efficient rollout of Phase 2A of the BRT system, which will involve a multi-disciplinary team composed of staff from various departments in the City's Transport Directorate. A summary of the achievements and the recent activities of these departments is provided below.

2.1. Business Planning

A Business Plan for Phase 2A was approved by the City Council in July 2020. This plan outlines the strategies to be followed to ensure Phase 2A achieves long-term financial and fiscal sustainability.

A major element of this plan is the Financial Plan, which considered a variety of revenue and funding scenarios to demonstrate the fiscal and financial sustainability of the current MyCiTi network and planned Phase 2A network. The Sustainability Scenario (detailed in the Phase 2A Business Plan) is considered the most likely financial scenario as it takes into consideration the impact of COVID-19 on passenger demand (and hence revenue) and national government funding. This Scenario requires that the strategies assumed be followed and that the risks recorded in the report be managed tightly.

These risks include potential failure of the City to improve public transport, grant and other revenue dependencies (as mentioned in 2.2. below), failure to achieve the desired systems/design/contracting design, inadequate institutional arrangements and inadequate operationalisation of systems and plans (including poor performance of Metrorail).

In order to mitigate these risks, the Business Plan recommends the City pursue alternative sources of funding (such as developer contributions), engage regularly with the National Department of Transport (NDoT) and National Treasury, investigate the assignment of the urban rail function and submit revised funding requests to NDoT.

2.2. Funding

The costs of the MyCiTi service consist largely of the once-off capital costs that are essential for initiating a quality service. These include road works and the construction of stations, stops and depots. Set-up costs also include the expenses of business and system design and planning, the procurement of buses and the compensation of minibus-taxi operators when they relinquish their rights to operate in certain areas.

Fare revenue and advertising pays for a part of these costs, with the remaining deficit shared between national government and the City. Currently the City contributes up to 4% of its property rates and other general revenue sources towards these recurring costs. The City rates allocation to Transport is planned to gradually escalate to a 5% ceiling in 2027/2028, the year for the completion of the roll-out of Phase 2A.

The City receives substantial financial support from the national government via the National Treasury. This support is received in the form of the Public Transport Network Grant (PTNG), which is mainly focused on funding the once-off costs associated with implementation of new systems, and the Public Transport Operating Grant (PTOG), which is aimed at the ongoing support of operations. In 2018, the City was awarded funding from the Budget Facility for Infrastructure grant (BFI), which will act as a flexible top-up funding source for the implementation of Phase 2A. These funding sources are projected to continue, albeit at reduced rates over the implementation period of Phase 2A.

2.3. Systems Planning

The system planning process is informed by revealed travel data, lessons learnt from the operations of the system to date, and lessons from public transport systems in South Africa and abroad. The ability to accurately model travel behaviour is a challenge worldwide and is specifically challenging in the South African context due to the negative effects of Apartheid spatial planning. The accuracy of the modelling results is enhanced through continuous improvement and refinement by calibrating the model with new transport data as it becomes available.

Version 5 of the Systems Plan was finalised in May 2020 and will be submitted to Council for approval shortly. This plan details the proposed trunk routes, direct services, existing GABS routes and unscheduled informal mini-bus taxi routes.

Trunk routes are those that operate along the segregated bus lanes (MyCiTi's so-called red roads) and utilise a pre-boarding fare collection system (usually via stations). A feeder route is a secondary or smaller route that connects passengers from local routes to trunk routes, on shared roads in mixed traffic. Direct services combine the services of feeder and trunk routes by operating on the feeder portion of the route and then the trunk portion of the route, usually when they start operating each morning and stop operating at the end of each day.

Version 5 of the Systems Plan represents a departure from previous versions in that scheduled feeder routes have been removed in an effort to reduce projected deficits. The feeder function will instead be performed by mini-bus taxis.

For the purposes of the Sustainability Scenario featured in the latest Business Plan as discussed in 2.1 above, passenger demand is assumed to be 60% of the amount projected in the Systems Plan – this accounts for the expected competition from mini-bus taxis and the effects of the COVID-19 pandemic on demand.

The Systems Plan also incorporates a preliminary Operations Plan which provides the basis for various operational design elements such as fleet sizes. A more detailed Operations Plan will be developed as details on Vehicle Operating Companies (VOCs) and operating contracts are finalised. Greater use of low-floor buses will be made as they offer greater flexibility and ensure compliance with universal access requirements.

2.4 Infrastructure design and construction

The Phase 2A system will be implemented and operationalised incrementally in stages referred to as Milestones, with the final milestone expected to be completed in September 2028. The four major milestones are referred to as Milestones A – D, each of which consists of certain infrastructure works packages. The infrastructure work packages that lie on the Western portion of the network are numbered W1 – W7 and those that lie on the Eastern portion are numbered E1 – E11. Other infrastructure elements include the construction of three bus depots and four batches of bus stations, named Station Batches A – D.

Value engineering strategies (VE1 and VE2) have been developed to reduce infrastructure costs for Phase 2A without compromising on service levels. These strategies are based on concepts such as the compressed roll-out of infrastructure, the cancellation of costly grade-separation construction and the use of a single bus lane in certain areas, instead of bi-directional bus lanes. VE2 saw the elimination of scheduled feeder services from the Phase 2A network in order to reduce capital costs and projected operating deficits, once the system is operational. The phased construction of depots has also been recommended to reduce construction costs.

One of the lessons learnt in Phase 1 was that stations should only be built where passenger demand is high, otherwise the City is saddled with the high costs of operating stations with limited footfall. Other innovations to be incorporated into Phase 2A infrastructure include vandal-resistant bus stop structures and the installation of systems that cater for frequent load-shedding.

3. EMPLOYER'S OBJECTIVE

It is the Employer's objective to successfully undertake the implementation of the Phase 2A programme of the City's Integrated Rapid Transit System, including the commissioning of service operations, all subject to available funds, as well as the reporting and multi-year financial planning of the City-wide Integrated Rapid Transit System.

The IRT service needs to be acceptable from all perspectives and has to be financially viable. The project details, magnitude and rate of implementation may therefore change during the implementation of the programme to realign it with revised financial figures. It is also important to note the potential financial constraints explained in Section 5.6 of the Scope of Work.

The Employer's objective is to secure the services of a professional service provider that will be responsible for driving the coordination, integration and overall programme management of all the various IRT systems, Phase 2A related projects and work streams. The service will need to cover all aspects and inclusive of all phases of the project and the commissioning of service operations, but will be for a limited duration of not more than seven years and subject to the Section 33 process as noted under Section 1 of the Scope of Work.

Procurement of independent professional project management services

The Employer is in the process of procuring as part of a separate procurement process (three tenders listed below), independent professional service providers for the design and construction supervision with respect to infrastructure required for the rollout of IRT Phase 2A. The three tenders referred to are the following:

- a) TENDER (number not yet finalised – DP:5226C/2019/20): PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF PHASE 2A INFRASTRUCTURE: BUS DEPOTS
- b) TENDER (number not yet finalised – DP:5224C/2019/20): PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF PHASE 2A INFRASTRUCTURE: TRUNK & SUPPORT INFRASTRUCTURE (EAST & WEST)
- c) TENDER (number not yet finalised – DP:5019C/2019/20): PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF PHASE 2A INFRASTRUCTURE: STATIONS

The successful tenderers for the above contracts, or any affiliated entity, will not be considered for this Project management contract as the Employer wants an independent service provider.

4 DETAILS OF OTHER PROFESSIONAL SERVICE PROVIDERS AND CONSTRUCTION WORKS

Service providers are appointed, or will be appointed by the Employer for at least the following functions in relation to the IRT Phase 2A services:

- a) Infrastructure design, tender documentation and construction supervision of:
 - i. Road works (two service providers)
 - ii. Depots
 - iii. Stations
- b) Facilitation services for the bus and mini-bus taxi industry transition processes
- c) Operations management services for the following
 - i. Station management
 - ii. Security services
 - iii. Fare system
 - iv. APTMS
 - v. Advertising
- d) The construction of infrastructure, approximately 30 directly appointed service providers.
- e) Some of the Employer's departments responsible for the various functions have appointed their own professional service providers to assist them directly. Included are Business Planning, Systems Planning, Contract Management and Operations.
- f) The MyCiTi Fleet (bus) specifications have been drafted internally and the procurement contracts will be prepared and managed by the Employer's Fleet Department. The appointed project manager will however be required to assist with the integration of the various technology systems to be deployed on the buses by others i.e. AFC, APTMS, CCTV systems etc.

It is the intension that all Fleet service, maintenance and repairs will become the responsibility of the vehicle operating companies that are appointed to the operate the buses on the Employer's behalf. As the buses will remain the Employer's asset it is essential that regular fleet meetings between the City and the VOC's are held and that all service, maintenance and repair activities are documented. The appointed project management team will be required to assist the Fleet Branch with administering the handover of the buses to the operators, the setting up of the Fleet / operator meetings and collation of records.

- g) In addition, within the Phase 2A footprint as shown in Section C4.1, there are various other projects or programmes which are directly or indirectly related to the IRT Phase 2A services, including the upgrading of five or more public transport interchanges, non-motorised transport (NMT), Community Based Intervention Strategies and Transport Oriented Development initiatives.

5 DESCRIPTION OF THE SERVICES REQUIRED

5.1 General

- a) The intent of this appointment is that a project management team provide the City with a project management service required to manage the ongoing rollout of Phase 2A of the City's IRT project. This shall include the activities of the various professional teams, contractors and other suppliers engaged by the Employer to achieve the project objectives.
- b) The services required are predominantly of a project management nature, inclusive of various administrative, monitoring, facilitative, reporting and other associated functions. This will include but will not be limited to the following:
 - i. Prepare and maintain a project master programme for all IRT Phase 2A requisite, planning, development, implementation, business, and operational activities.
 - ii. Prepare an associated financial plan mirroring the master plan that forecasts project expenditure and funding requirements within the constraints of the project funding limits.
 - iii. Undertake periodic detailed scenario planning identifying opportunities and constraints to expedite project implementation within funding and delivery limitations.
 - iv. Undertake the detailed programming of all planning, design, procurement, infrastructure and service contracts and activities as well operational, institutional development, business development programmes and activities to ensure;
 - 1. the coordination of the professional teams, contractors and suppliers, engaged by the Employer to deliver the IRT Phase 2A system;
 - 2. the efficient and effective integration of all system components and their interface; and
 - 3. the coordination of all activities to meet milestone rollout objectives, i.e. the phased implementation of MyCiTi services.
 - v. Management of the overall integration and interface between individual infrastructure contracts, IRT technology systems (e.g. Fare management, control centre and station access systems, etc), fleet, and operational and service contracts.
 - vi. Assist the Employer with commissioning and handover of contracts, including the co - ordination (and preparation where necessary) of necessary documentation to facilitate the effective ongoing maintenance and operation of the facilities and/or technology systems.
 - vii. Monitored project expenditure against forecasts to ensure effective cost control and report overall project and individual contract expenditure monthly.
 - viii. Provide the Employer with monthly progress detailing the overall project (Phase 2A programme) progress as well as that of the individual constituent contracts and workstream activities. The report shall address inter alia progress, cost, quality, emerging issues, risks, project health and safety summaries and incidents, etc.
- c) The programme covers a wide spectrum of somewhat complex fields and work streams, including:

- i. Bus systems development including transport demand modelling, route selection, service operational requirements and system cost modelling.
 - ii. The design and construction of infrastructure and facilities inclusive of dedicated bus lanes, bus stations and stops, roads, depots and associated works.
 - iii. The preparation of service contracts for inter alia facility management, fare collection vehicle operations and maintenance management etc.
 - iv. The design and implementation of technology systems and supporting services, including operational management maintenance, viz
 1. Fare systems modelling, fare collection systems and technology including:
 - the MyCiTi Automatic Fare Collection (AFC) system and its associated technology at stations and on buses and back office systems;
 - fare system financial management and control systems; and
 - the distribution of electronic fare media (EMV cards) via the Employer's contractors and other retail vendors.
 2. Advanced Public Transport Management Systems installed on the buses, at stations, depots, and the MyCiTi control Centre which includes inter alia:
 - CCTV systems
 - Vehicle Tracking Systems
 - Passenger real time information systems (buses and station)
 - Communication systems
 - Bus monitoring systems.
 - v. Negotiations with members of the existing "public transport industry" and their integration into and formation of IRT vehicle operating companies.
 - vi. Business processes and contracts for vehicle operating companies, station services, control centre management, fare system management and system financial management.
 - vii. Public engagement with interested and affected parties as well as city wide communication through the media and other means.
 - viii. Property acquisition.
 - ix. Maintenance of bus stations, stops and depots by an external service provider(s).
 - x. Maintenance of roads and associated works by the City (internal).
 - xi. Financial management and control.
 - xii. Regulations and enforcement.
- d) The intent is to assist the Employer's Programme Director, who is responsible for the programme, to program, coordinate and expedite activities so as to achieve an efficient and effective rollout of the IRT Phase 2A programme within timeframes and budget. It will be expected of the service provider to drive and manage the IRT Phase 2A implementation programme, to ensure deliverables and set programme objectives are achieved, and to coordinate the integration of the various other directly or indirectly related projects or programmes.
- e) The procurement contracts for multi-disciplinary professional teams, being appointed for the design and construction of infrastructure, will allow for one of the professional team members to undertake the functions as lead consultant to coordinate and micro-manage the particular professional team, and perform the functions as agent of the Employer in relation to construction contracts.
- f) The Service Provider may be required to develop project briefs as part of this appointment. This is to guide any other appointments which the Employer may link to the Phase 2A project.
- g) Once a sub-project/service/route has been fully implemented and has become operational, there will be a need for post-commissioning assessments as well as monitoring and evaluation services to be undertaken by the Service Provider, which will be dealt with as an "additional" service, and paid for separately on a "time and cost" basis.

- h) Although it may not be specifically mentioned, the Service Provider will be expected to attend to 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.
- i) The Service Provider shall be represented at all meetings referred to in the Scope of Work by at least one of the key personnel, either the Project Leader or Assistant Project Leader. The Service Provider shall provide secretarial services (for record keeping purposes) at all official meetings. All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered rates.

5.2 Project Programme Development and Maintenance

The Service Provider will be responsible for the development and maintenance of an overall IRT Phase 2A developmental and operational implementation Programme and related budget and cash flow forecasts for the City's IRT system. (Referred to as "Programme".) More specifically, the Service Provider shall:

- a) Gather information and familiarize himself with all existing projects and programmes with respect to all work streams and projects within the IRT Phase 2A footprint, identify key milestones, areas of high risk and determine inter-dependencies between the different projects and work streams, and develop a new comprehensive Programme in a format and level of detail to fully understand all activities and processes, and acceptable to the Employer.
- b) Ensure that his relevant staff have access to, and proficiency with, a project management software package that is capable of the following:
 - i. extensive cash flow capability analysis;
 - ii. Multiple activity tracking
 - iii. extensive presentation capability through enhanced usage such as the insertion of images, automated setting up of date scale and grid lines,
 - iv. extensive and seamless integration capabilities with other software, such as all Microsoft products - in particular, as it relates formulas, colour, fonts etc.
 - v. simple printing capability through enhanced usage such as automated sizing;
 - vi. provide clear resource visibility to optimise allocation;
 - vii. provide for business intelligence for easy stakeholder engagement;
 - viii. provide clear visibility across multiple projects;
 - ix. multi user capability, which allows for concurrent use and the master Programme to be effectively updated; and
 - x. scalability.
- c) If specifically requested by the Employer, provide the Employer with two licences of the project management software to be available to two of Employer's employees.
- d) Make use of the project management software to prepare a comprehensive Programme and present it in different formats and detail as may be required. Typically, programs will need to present:
 - i. detailed, individual project based programs,
 - ii. a specific new bus route rollout program,
 - iii. programs for a specific time period,
 - iv. a macro program showing the main activities (or individual projects), milestones and risks,
 - v. inter-dependencies between the different individual projects or work streams, with text (in different fonts) to, for example, identify areas of high risk,
 - vi. programs displayable in a bar-chart or flow-diagram format, and
 - vii. key resource requirements, including funding.
- e) In consultation with and as directed by the Employer, plan and manage the commissioning of an interim starter service and its phasing to the full operational service with respect to rollouts to new areas.
- f) Maintain the Programme on an ongoing basis by gathering the necessary information and documentation, to enable the release of monthly updated programmes with the latest information, in the required formats.
- g) Develop and maintain the Programme within an available funding framework, established in accordance with the dictates of the public transport related funding provisions and the City's budgetary financial provisions, and in accordance with Council's requirement that there will

always be positive cash flow i.e. expenditure not to exceed available funding, but with expenditure at least 90% of budget provisions.

- h) Develop and maintain the Programme in close co-ordination with the different work streams as listed under Section 4.
- i) Develop and maintain the Programme in consultation with relevant City Directorates, IRT Consultants, Provincial and National Departments and other relevant stakeholders as required.
- j) Take due cognizance of inter alia the:
 - i. progress made with respect to each work stream,
 - ii. the procurement of goods, services and construction works,
 - iii. professional services appointments,
 - iv. contacts awarded and construction progress
 - v. industry transition and the status of negotiated operator contacts
 - vi. project funding and expenditure
 - vii. marketing and communication plans
 - viii. institutional requirements and legislative processes
 - ix. areas of high risk.
- k) Be responsible for the development of standard, detailed schematic process flow diagrams for certain key procedures which are typically very complex, requiring many different steps/ activities which are inter-dependent of one another, and with different individuals/ departments/ organisations responsible. The Service Provider shall capture and present all the steps in the right sequence, with sufficient clarity, indicating the required timeframes, the individuals or parties responsible for each of the steps and how the steps are inter-dependent. The purpose would be to create a simple tool to monitor and give early warnings with respect to these processes and to help ensure that all steps (especially small but critical steps) not be overlooked and delayed. It would also facilitate the development and maintenance of the bigger Programme. These detailed standard (also stand-alone) work flow diagrams will be required with respect to:
 - i. The vehicle (bus) procurement process from when the first bus has been assembled, until the first few buses have been delivered and commissioned, and are in proper service by the vehicle operating company. Included must be the parallel but inter-dependent process for the procurement of operating licenses.
 - ii. Industry transition.
- l) Unless otherwise instructed by the Employer, provide the updated Programme on a monthly basis to the relevant stakeholders in both high level and detailed formats, broken down into an appropriate series of work streams and/or manageable subordinate activities or tasks and identify their associated resource requirements.
- m) Provide a resource demand plan, extracted from the Programme, providing advance warning with respect to the procurement/acquisition of all resources required (especially long lead items) for the successful rollout of the Programme.

5.3 Project Programme Implementation Management and Integration

The Service Provider will be responsible to drive and manage the IRT Phase 2A implementation programme, to ensure deliverables and set programme objectives are achieved, and to coordinate the integration of the various other directly or indirectly related projects or programmes. Included shall be the required built environment-related project management functions listed in the **Standard Services as 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)**. Additional/supplementary services described in the Guideline shall be included insofar as it is covered elsewhere in this tender document.

In coordinating and integrating the various project professional teams and other project work streams it will be important to ensure the integration of all the important and critical aspects of the IRT system and achieve a viable rollout as part of the programme management function to be undertaken by the Service Provider. A key objective would be to achieve this while minimizing any operating cost and hence any potential deficits.

Included in the Service Provider's responsibilities shall be to:

- a) Engage and work in close co-ordination by meeting, corresponding and through other means of communication, with the different work streams, project professional teams, other relevant City

Directorates, Provincial and National Transport Departments, and other relevant stakeholders, to ensure that issues of common interest and/or which are dependent on the cooperation between different work streams or parties, are attended to and resolved. External communication to be only with approval of the Employer (nominated City of Cape Town official).

- b) Work in close cooperation with the Employer's work stream leaders and project team members to identifying areas of concern and/or in need of coordination and to drive the project activities to meet the Programme milestones.
- c) Track the availability of funding from a variety of sources together with the City's IRT implementation team's financial manager.
- d) Be responsible to facilitate the inclusion into the various tenders for the procurement of consultants, contractors and suppliers, appropriate time, cost and quality management requirements of the IRT system – to ensure consistency and compliance throughout the IRT system.
- e) Monitor the implementation of the project in terms of scope, time, cost, and quality requirements.
- f) Arrange for regular formal meetings as required and facilitate, manage and undertake all administrative tasks (including taking of minutes) with respect to the meetings. Included could be the following standard/set meetings:
 - i. Monthly high level strategic meetings around the project strategic direction and main issues.
 - ii. Weekly meetings with the programme director and his/her core team where current issues and strategies are discussed.
 - iii. Weekly integration meetings with the different work streams and other relevant City Directorates.
 - iv. Weekly project management meetings with the different work streams and other relevant City Directorates progress, coordination and integration are discussed.
 - v. Quarterly meetings with the National Department of Transport, National Treasury & Provincial Departments.
 - vi. Monthly Project Management Team meetings with the different work streams and other relevant City Directorates, with respect to the implementation of Phase 2A.
- g) With respect to all the meetings referred to in this section, keep an electronic database of all the agendas and minutes in a logic and easily accessible format, readily available to the Service Provider and Employer. The Employer may in addition request of the Service Provider to record certain meetings and keep the voice recordings in the same, or similar, electronic database. The Service Provider will be required to electronically capture and maintain all documents on the Employer's Sharepoint repository via a Virtual Private Network (VPN), which will be provisioned by the Employer's Corporate IT Department.

5.4 Reporting Requirements / Deliverables

The Service Provider will be required to collate technical and other input required by the Employer for the compilation and submission of the reports, programmes, forecasts and other documentation as required in terms of the services described above and any agreed additional services. These documents shall include monthly, quarterly and annual status, progress, financial and annual funding applications.

The Service Provider shall provide the following reports at dates to be advised by the Employer:

- a) Monthly Progress Reports to the Employer's senior management covering all aspects including a risk report, program and highlighting critical issues, risks and giving recommendations for mitigation and improvement. Included shall be one-page status reports of each work stream's progress for the month. The reports shall be submitted in electronic (MSWord, Excel and/or PDF) format.
- b) Weekly Progress Update Reports (less than 10 pages) covering the achievements, challenges, progress and main risks. The report shall be submitted in electronic format only.

The Service Provider will be required to electronically capture and maintain all documents on the Employer's Sharepoint repository via a Virtual Private Network (VPN), which will be provided by The City's Corporate IT Department.

If the Service Provider fails to deliver any or all of the goods, or to perform the services within the period(s) agreed in the agreed Project Program, the Employer may, without prejudice to its other remedies under the contract, deduct from the monthly invoice, a penalty per day as specified in clause C.3.12.1 of the Contract Data.

It is the Service Provider's responsibility to manage the work, ensure deliverables are submitted on time and to set up the necessary discussion meetings.

In addition to the dates agreed in the Project Program, the following time frames must be adhered to:

Emails and electronic communications from the client	Acknowledgement within 24 hours of receipt
All Minutes of meetings	Issue within 1 calendar week after the meeting
Close out report and as-built drawings	4 calendar weeks after project completion
Final Approval Certificate	1 calendar week after end of defects liability

5.5 Additional services

The following additional services listed below are required. Remuneration for such services will be made in accordance with the relevant items in Part C2.2 Activity Schedule.

Depending on the Employer's availability of resources, the Service Provider may be required to undertake additional services not necessarily specifically provided for in the Scope of Work or Activity Schedule. Typical examples are:

- Surveys, including data collection surveys, state of preference, etc.
- Independent audits and peer reviews, including safety audits, compliance assessments, etc.
- Monitoring and evaluation of programme outputs.
- Drafting of tender/contract documentation.
- Facilitate and undertake all administrative tasks (including voice recording and the taking of minutes) with respect to meetings with taxi associations, bus operators, civic organizations, other stakeholders and the general public to discuss the rollout of the IRT Phase 2A programme.

The Employer may, in certain instances where he has an urgent need to overcome a short-term demand for additional resources, require of the Service Provider to avail some of his staff to work for the Employer on a full-time seconded basis, reporting to a senior City staff member whilst stationed at the Employer's offices.

5.6 Dependency on Funding

The IRT project is primarily dependant on funding received via the National Department of Transport's *Public Transport Network Grant* (PTNG), *Budget Facility for Infrastructure* (BFI) and *Public Transport Operating Grant* (PTOG.) These allocations are published annually (February) in the Division of Revenue Bill and cover three financial years with only the first year allocation being guaranteed and the allocations for the following two years considered indicative allocations.

The Service Provider must therefore be fully conversant with the PTNG and BFI programmes, its requirements and limitations, and in particular with regard to the City requirement of committing to works only where funding is available (guaranteed).

It is of critical importance to note that no work may be undertaken that incurs any capital or operating expenditure unless it has been confirmed in writing by the Employer that funding has been secured for this work.

Further, the Service Provider must note that work to be undertaken in terms of this appointment can only proceed subject to the availability of funds. Should actual funding received be less than anticipated then the extent of work may be curtailed and or postponed to match these funding limitations. No penalties or surcharges shall be payable in respect of the curtailment (reduction) or termination of the contract by the Employer.

Notwithstanding these requirements, it is important to note that the Employer has a need to spend the available budget, or as much of it as possible, in any given financial year, ending on 30 June. The Service Provider will therefore be expected to very carefully and accurately manage the cash flow forecasts and, in consultation with the Employer, take cognisance of the budgets available and the opportunities to make changes to the budget. Any changes to budget based on funding, resources, or adjustments to scope will be done through the approval of the employer.

The Services to be provided in terms of this contract are inextricably linked to the Employer's three-year capital budget and the receipt of funding granted in terms of the Division of Revenue Act (DORA), and it should be noted (as further expanded upon under section 6.2 below, that while the Employer has every intention of completing the full Scope of Work making full use of the budget allocations, the Employer's budget and DORA funding grants are subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

6. USE OF REASONABLE SKILL AND CARE

Due to the programme's very broad scope and level of complexities, it requires highly competent and experienced project managers to effectively coordinate and project manage.

The Service Provider's attention is drawn to the fact that the project is being carried out within an operating transport system which not only affects the City's existing transportation infrastructure and other assets but also its road users, pedestrians, commuters and current public transport operators.

In addition, the project is of such a nature that it will not only affect property owners and active businesses along the IRT corridors, it will also impact on the broader economic, spatial development and environmental (biophysical, socio-economic and cultural) characteristics of the City of Cape Town.

It should furthermore also be noted that the project implementation represents a huge capital investment to the City and has long term operating budget implications.

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

Aside from the particular reports required in terms of the deliverables stated above, the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports (including cash flows) to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the estimated final costs.

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

8. REFERENCE DATA

Copies of the following documents are provided on compact disc for reference purposes:

1. Integrated Public Transport Network (IPTN) 2032 Plans:
 - a. IPTN Network Plan 2014
 - b. Operations Plan 2015
 - c. Implementation 2016
 - d. Business Plan 2017
 - e. MyCiTi Systems Plan 2020
2. Division of Revenue Act and Public Transport Network Grant (PTNG) as promulgated on a regular basis.
3. Multi-Year Financial Operational Plan and Medium-Term Strategic Business Plan for Public Transport 2020 (MYFIN 2020)
4. 2020 MyCiTi Phase 2A Business Plan

Documents 3 and 4 are attached as Annexures to a Council Report which was approved by Council in July 2020 (C17/07/20).

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. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

10. APPROVALS

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

- (a) Approval of the implementation programme from the Employer,
- (b) In respect of time based services, approval of the allocation of staff from the Employer.
- (c) Approval for the employment of specialist sub-consultants from the Employer.
- (d) Approval of all the reports listed in section 5.3 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** 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 in electronic format (e-mail).

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

13. KEY PERSONNEL

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

KEY PERSONNEL			
	Professional Services Required / Role	Professional Registration Requirements	Qualification and Experience
1	Project Leader	Registered with at least the following: Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions (SACPCMP).	At least fifteen (15) years' verifiable post graduate experience in the management or coordination of <i>complex</i> civil engineering and building projects as defined by SACPCMP with at least three projects each with a construction value greater than R100 million.

2	Assistant Project Leader	Registered with at least the following: Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions (SACPCMP).	At least twelve (12) years' verifiable post graduate experience in the management or coordination of <i>complex</i> civil engineering and building projects as defined by SACPCMP with at least two projects each with a construction value greater than R100 million.
3	Programme Scheduler	At least the following: A tertiary qualification, equivalent of a National Qualifications Framework (NQF) 7, in the built environment.	At least five (5) years' verifiable post graduate experience in programming and scheduling <i>complex</i> infrastructure related projects as defined by SACPCMP.
4	Project Manager	Registered with at least the following: Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions (SACPCMP).	At least five (5) years' verifiable post graduate experience in the management or coordination of <i>complex</i> civil engineering and building projects as defined by SACPCMP.
5	Quantity Surveyor	Registered with at least the following: Professional Quantity Surveyor with the South African Council for the Quantity Surveying Profession.	At least ten (10) years' verifiable post graduate experience in the construction of <i>complex</i> civil engineering and building projects as defined by SACPCMP.

* 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.

14. ADDITIONAL SPECIALISTS

The tenderer must have access to the following additional specialist resources:

KEY PERSONNEL			
	Professional Services Required / Role	Professional Registration Requirements	Qualification and Experience
1	Technical Integration Manager	N/A	At least eight (8) years' verifiable post graduate experience as a technical integration manager.
2	Transportation Engineer	Registered with at least the following: Professional Engineer with the Engineering Council of South Africa	At least eight (8) years' verifiable post graduate experience in transportation engineering.

3	Universal Access Specialist	• N/A	At least eight (8) years' verifiable post graduate experience as a universal access practitioner.
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15. MANAGEMENT MEETINGS

15.1 General

The various standard meetings to attend to are listed in section 5.2 above.

15.2 Community/Stakeholder Meetings

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

15.3 Site/Technical Meetings

It may be necessary for the Service Provider to attend 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 first hand assess progress and other project matters which may affect the successful implementation of the programme.

15.4 Ad-hoc Meetings

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

15.5 General

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

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

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 281C/2020/21

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

C3.2 Annexes

Annex 1: B-BBEE Sub-Contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

CITY OF CAPE TOWN

CONTRACTOR (SERVICE PROVIDER):

Value of the contract (as defined in Schedule 24: Preferecing Schedule) (P*)

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

¹Documentary evidence to be provided

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

Verified by Employer's Representative:

Date:

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

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

¹Documentary evidence to be provided

Signatures

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

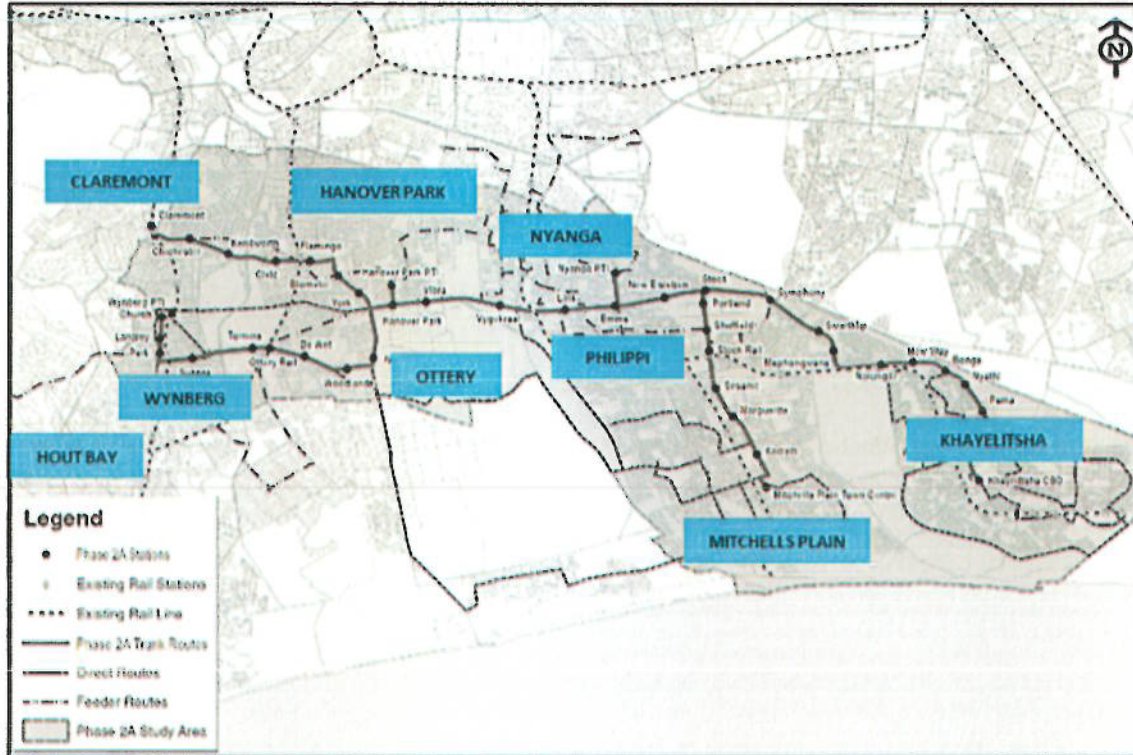
Verified by Employer's Representative:

Date:

Date:

PART 6: SITE INFORMATION

C4.1 IRT Phase 2A Footprint



PART 7: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 281C/2020/21

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

C1.3 Occupational Health and Safety Agreement

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

MITCHELL DU PLESSIS PROJECTS (PTY) LTD
(Service Provider/Mandatar/Company/CC Name)

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

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

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

COID ACT Registration Number: [REDACTED]

OR Compensation Insurer: N/A Policy No.: N/A

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

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

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

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

Signed at CAPE TOWN on the 06 day of APRIL 2021

Witness

for and on behalf of
City of Cape Town

PART 8- KEY PERSONAL



CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 281C/2020/21

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to clauses 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 TYPE AND NO.	NO. OF YEARS SPECIFIED EXPERIENCE	NO. OF COMPLEX PROJECTS >R100M
[REDACTED]	Managing Director	BSc Building Management	Pr. CPM (SACPCMP) Reg. No. [REDACTED]	31	10
ASSISTANT PROJECT LEADER					
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION TYPE AND NO.	NO. OF YEARS SPECIFIED EXPERIENCE	NO. OF COMPLEX PROJECTS >R100M
[REDACTED]	Director	BSc Civil Engineering	Pr. CPM (SACPCMP) Reg. No. [REDACTED]	18	3
PROJECT MANAGER					
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION TYPE AND NO.	NO. OF YEARS SPECIFIED EXPERIENCE	NO. OF COMPLEX PROJECTS >R100M
[REDACTED]	Director	BSc Construction Economics & Management	Pr. CPM (SACPCMP) Reg. No. [REDACTED]	21	7
PROGRAMME SCHEDULER					
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION TYPE AND NO.	NO. OF YEARS SPECIFIED EXPERIENCE	
[REDACTED]	Senior Project Manager	BSc Hon Property Studies MSc Project Management	N/A	12	
QUANTITY SURVEYOR					
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION TYPE AND NO.	NO. OF YEARS SPECIFIED EXPERIENCE	
[REDACTED]	Director	BSc Quantity Surveying	Pr. QS (SACQSP) Reg. No. [REDACTED]	31	

SIGNED ON BEHALF OF TENDERER: [REDACTED]

Tender
Part T2: Returnable Documents
Reference No. 281C/2020/21

T2.2
Returnable Schedules

Any CV and/or Supporting Documentation as submitted by the Contractor for “CONTRACT NO. 281C/2020/21// PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT” is incorporated into this Memorandum of agreement by reference.

PART 9- SUPPORT RESOURCES



ANNEXURE 12A

CITY OF CAPE TOWN

TRANSPORT: INFRASTRUCTURE IMPLEMENTATION

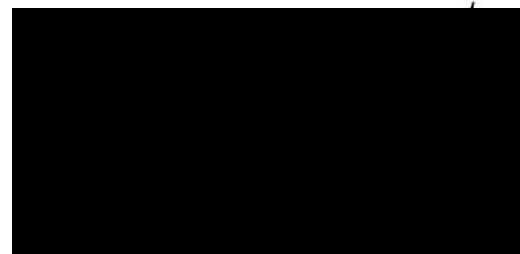
CONTRACT NO. 281C/2020/21

TENDER NAME: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

SCHEDULE 12: SUPPORT RESOURCES

The tenderer is referred to C.2.1.4.3 of the Tender Data and shall state below what project management software packages are available for use on this project and whether or not they are currently owned / licenced by the tenderer, or are available through other means.

PROJECT MANAGEMENT SOFTWARE PACKAGES AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/LICENCED OR OTHER
ASTA Powerproject	Project Management software package capable of: - o Complex Programming & Scheduling of Interrelated and Interdependent Tasks & Activities - o Cash Flow Projections - o Resource Allocation & Management - o Seamless Export Capability - o Reporting - o Integration / Interfacing with Microsoft Office products	Owned Licence
Microsoft Project	Project Management software package capable of: - o Complex Programming & Scheduling of Interrelated and Interdependent Tasks & Activities - o Resource Allocation & Management - o Seamless Export Capability - o Reporting - o Integration / Interfacing with Microsoft Office products	Licensed

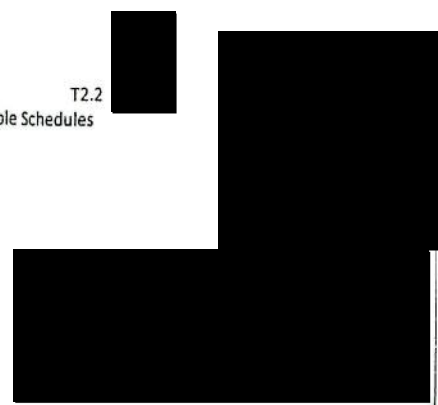
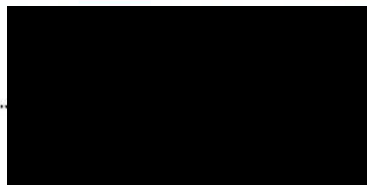


Microsoft Office	Full suite of Microsoft Office products, including: ○ Microsoft Word ○ Microsoft Excel ○ Microsoft PowerPoint	Licenced
Adobe Acrobat	Document Management software package with the capability of: ○ Creating PDF documents from various Microsoft Office files (Microsoft Word, Microsoft Excel, Microsoft PowerPoint) ○ Combining Multiple documents ○ Combining Multiple File Types (e.g. PDF, MS Word, MS Excel) into a Single PDF document ○ Extract sections of a pdf for separate use or insert files or pages into a pre-existing PDF. ○ Splitting of PDF documents into Separate Section for ease of Distribution and Reference ○ Creating Portfolios of Multiple Files (including different File Types) ○ Conversion of Web Pages into Interactive PDF documents, including Web Links ○ Conversion of Scanned Paper documents into searchable PDF documents with Selectable and Editable Text	Licenced
Microsoft Visio	Diagramming and Vector Graphics software package capable of: ○ Process and Data Flow Diagramming ○ Mind Mapping ○ Organisational Charting & Structuring (Organogrammes) ○ Business Process Modelling ○ Swimlane Diagramming ○ Integration with all Microsoft Office products	Licenced

WinQS	Quantity Surveying software package capable of: - o Producing Bills of Quantities - o Producing Estimation documents - o Calculating Monthly Valuations - o Project Cost Analysis - o Integration with the JBCC form of contract (through a JBCC Certificate Module) - o Contract Price Adjustment Calculations - o Tender Financial Analysis - o Financial Review - o Cost Reporting - o Integration with Microsoft Office products	Licenced through Quantity Surveying Sub-consultant
Dimension X	Quantity Surveying software package capable of: - o Dimensioning - o Measurement and Quantity Take-offs from Design Documentation - o Preparation of Cost Estimates - o Production of Tenders and Bills of Quantities - o Integration with Microsoft Office products	Licenced through Quantity Surveying Sub-consultant
Smartsheet	Project Management software package providing: - o Digital Collaboration - o Task & Activity Management - o Real-time Reporting - o Schedule Coordination - o Workflow Automation - o Resource Deployment Planning - o Integration with Microsoft Office products	Licenced through Quantity Surveying Sub-consultant
Transoft Autoturn 11	Transportation Engineering software package capable of: - o Analysing Road and Site Design projects, including • Intersections • Roundabouts • Bus Terminals • Loading Bays • Parking Lots	Licenced through Transportation Engineering Sub-consultant

	• On-Off-Street Assignments involving Vehicle Access Checks, Clearances and Swept Path Manoeuvres ○ Swept Path Analysis & Modelling ○ Simulation of Forward and Reverse Vehicle Turning	
AutoJ Traffic Analysis	Transportation Engineering software package capable of: ○ Mathematical Simulation, Assessment and Analysis of the Performance of Intersections covering various: • Movements (Left-Turns, Right-Turns, Straight and U-Turns) • Traffic Types (Light Vehicles, Heavy Vehicles, Buses, Cyclists and Pedestrians), • Locations (Cities, Towns and Rural Villages) • Geometric Variables (Grade, Approach Speed, Auxiliary Lane Length, Median Island Width, Pedestrian Crossing Width and Clearance Distances for Vehicles & Pedestrians) • Periods at a Time (AM Peak, Off-Peak, PM Peak) • Outputs in the form of Measures of Effectiveness (Volume-to-Capacity Ratios, Delay, Queues, Level of Service, Green-to-Cycle Ratios, Traffic Signal Stages & Timing and Timing Diagrams)	Owned Licence through Transportation Engineering Sub-consultant
BricsCAD Pro Version 21	Computer Aided Design software package capable of: ○ 2D and 3D Design and Modelling	Owned Licence through Transportation Engineering Sub-consultant

SIGNED ON BEHALF OF TENDERER:



JLVB CONSTRUCTION SERVICES CC

Email: [REDACTED]
Contact No.: [REDACTED]

Reg No.: [REDACTED]

31st March 2021

Mitchell Du Plessis Projects (Pty) Ltd

ATT: [REDACTED] - Senior Project Manager

Dear Brandon,

RE: CONTRACT 281C/2020/21 – A0 PLOTTING

We confirm that we will have A0 plotting equipment available, capable of printing A0 design drawings, and that we will make these services available to Mitchell du Plessis Projects (Pty) Ltd for the duration of their contract with the City of Cape Town if they are awarded the above-mentioned contract.

Should you require any further information or confirmation of the above, please do not hesitate to contact the undersigned on + [REDACTED], or per email at [REDACTED].

Yours faithfully,

[REDACTED]

[REDACTED]

JLVB Construction Services

[REDACTED]

PART 10 – Resource Allocation Schedule

Ref. No.: 221540
Title: Tender No. 281C/2020/2 I. Provision of Project Management Services, Integrated Rapid Transit
Client: City of Cape Town
Document: Resource Allocation Schedule
Revision: Final
Date: 06-Apr-21

[illegible]