



CITY OF CAPE TOWN
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STAD KAAPSTAD

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MEMORANDUM OF AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES:
TRANSPORT ENGINEERING, PLANNING & MANAGEMENT**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

INNOVATIVE TRANSPORT SOLUTIONS (PTY) LTD

[REDACTED]

Contract No. 288C/2021/22:



PREAMBLE

WHEREAS Tender 288C/2021/22 was awarded to Innovative Transport Solutions (Pty) Ltd, JMT Consortium (JV between JG Afrika (Pty) Ltd, Techso (Pty) Ltd and Mowana Engineers Proprietary Limited) and HHO Consulting Engineers, in line with resolution SCMB 79/08/22 dated 22 August 2022 and SCMB 12/11/22 dated 7 November 2022 for the PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT, from date of commencement until the 30 June 2029.

AND WHEREAS Innovative Transport Solutions (Pty) Ltd was awarded as follows:

Ranking	Tenderer	Region recommended for award
1	Innovative Solutions (Pty) Ltd: meets qualifying criteria for award of 2 regions – also requested 2 regions)	North and Central

As per the rates specified **PART C.2: PRICING SCHEDULE**, from date of commencement until the date of the final approval certificate.

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the

Employer"), herein represented by the **City Manager** or his sub delegated nominee duly authorised hereto;

- 1.2. **Innovative Transport Solutions (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]

hereinafter jointly referred to as "Parties" and in singular, a "Party".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC 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 GCC;
 - 2.1.3. third, Parts and Annexures to this Contract; and
 - 2.1.4. fourth, any other documents incorporated by reference.
- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for the Employer from the Commencement Date.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on the Commencement Date and shall terminate on **30 June 2029**.

4. MUTUAL GOOD FAITH / CO-OPERATION

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

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART C3: SCOPE OF WORK**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.

- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART C3: SCOPE OF WORK**).
- 6.2. The 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 Employer.
- 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 suppliers 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 Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART C2: PRICING DATA**".
- 7.2. The 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 CONTRACTOR

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:	INNOVATIVE TRANSPORT SOLUTIONS (Pty) Ltd
Section 2: VAT registration number, if any:	
Section 2a: National Treasury Central Supplier Database registration number:	
Section 2b: SARS Tax Compliance Status PIN:	
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	
Close corporation number	
Tax reference number	

Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☒ Yes ☐ No	☐ Yes ☐ No
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ No	☐ Yes ☒ No

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	☐ Yes ☐ No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No	☐ Yes ☐ No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐ Yes ☐ No	☐ Yes ☐ No
d) Does the tenderer have any source of income in the Republic of South Africa?	☐ Yes ☐ No	☐ Yes ☐ No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes ☐ No	☐ Yes ☐ No

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

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

SIGNED ON BEHALF OF TENDERER:

PART C1 : AGREEMENTS AND CONTRACT DATA

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT DEPARTMENT

CONTRACT NO. 288C/2021/22

PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

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 288C/2021/22: PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

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.

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date 09/05/2022

For official use.

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the 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 upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 4 above
Part C1: Agreements and contract data. (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work
Part C4: Site information

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 when the parties have signed the table below and the 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.

Status of Service Provider Award/s per region(s):

Regions see note 1.	Central	South	East	North
Status of Service Provider (mark Yes/No as applicable):	Awarded: YES	No	YES	No

Note 1: The status of the Service Provider with respect to the region(s) awarded to him in terms of this term tender process is recorded in the table above.

The Parties		Employer	Contractor
Business Name		CITY OF CAPE TOWN	INNOVATIVE TRANSPORT SOLUTIONS (PTY) LTD
Business Registration		Not applicable	
Tax number (VAT)		4500193497	
Physical Address		Civic Centre 12 Hertzog Boulevard Cape Town 8000	
Accepted contract sum including tax		Rates Based per Part C2.2: Schedule of Rates	Rates Based per Part C2.2: Schedule of Rates
Accepted contract duration		From commencement date and shall terminate on 30 June 2029	From commencement date and shall terminate on 30 June 2029
Signed – who by signature hereto warrants authority			
Name of signatory			
Signed: Date		2023-06-06	31 May 2023
Signed: Location		CAPE TOWN	BELLVILLE
Signed: Witness			
Name of Witness			

Schedule of Deviations

Notes:

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

1 Subject . . . No Deviations Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

5 Subject
Details

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

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

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT DEPARTMENT

CONTRACT NO. 288C/2021/22

PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

C1.2 Contract Data

Data provided by the Supplier

The name of the Supplier is INNOVATIVE TRANSPORT SOLUTIONS (Pty) Ltd

The address of the Supplier is

Physical :
Address



Telephone :

email :

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	Start date	18/12/23	End date	2/1/24
Year 2 holiday period	Start date	17/12/24	End date	2/1/25
Year 3 holiday period	Start date	17/12/24	End date	5/1/26

C2.2 Schedule of Rates (SoR)

Item No.1a: HOURLY RATES (Excluding VAT)

"Specification Reference" in tables below relates to Tender Data, T1.2, clause C.2.1.4.2 and Scope of Work, C3.1, Table C.2.1.4.2(b))

SoR No.	Category of Staff	Specification Reference (see C3.1, Table C.2.1.4.2(b))	Fixed Hourly Rate (R excl. VAT)
1	Project Leader	1.1	R1 375.00
2	Primary Specialist – Traffic Engineer	1.2a	R1 095.00
3	Primary Specialist – Transport Infrastructure Engineer	1.2b	R1 095.00
4	Secondary Specialist [Senior Traffic Engineer (5+ years)]	1.3ai	R610.00
5	Secondary Specialist [Senior Transport Infrastructure Engineer (5+ years)]	1.3aii	R610.00
6	Secondary Specialist [Traffic Engineer/Technologist 3-5 years]]	1.3bi	R425.00
7	Secondary Specialist [Transport Infrastructure Engineer/Technologist 3-5 years]]	1.3bii	R425.00
8	Secondary Specialist [Engineer/Technologist (0-3 years)]	1.3c (see C3.1, Table C.2.1.4.2(c))	R300.00
9	Assistant Specialist [Traffic Engineering Technician (5+ years)]	1.4ai	R320.00
10	Assistant Specialist [Transport Infrastructure Technician (5+ years)]	1.4aii	R340.00
11	Assistant Specialist [Traffic Engineering Technician (3-5 years)]	1.4bi	R275.00
12	Assistant Specialist [Transport Infrastructure Technician (3-5 years)]	1.4bii	R275.00
13	Assistant Specialist [Technician (0-3 years)]	1.4c (see C3.1, Table C.2.1.4.2(c))	R170.00

SIGNATURE OF CONTRACTOR

SoR No.	Category of Staff	Specification Reference (see C3.1, Table C.2.1.4.2(d))	Fixed Hourly Rate (R excl. VAT)
14	GIS Operator	1.5a	R400.00
15	CAD Operator	1.5b	R275.00
16	In-service Trainee (Student)	1.6	R73.00
17	Traffic Surveyor	1.7	R55.00
18	Administrative Assistant	1.8	R120.00
19a	Professional Construction Health and Safety Agent (PrCHSA)	per C3.1, section 4.4.5)	R650.00
19b	Candidate Construction Health and Safety Officer (Candidate CHSO)	per C3.1, section 4.4.5)	R545.00
19c	Support Staff for Construction Health and Safety Agent	per C3.1, section 4.4.5)	R445.00
20	Environmental Officer	per C3.1, section 4.4.7)	R675.00

SIGNATURE OF CONTRACTOR....

Item No.1b: RATES PER TYPICAL WORK ITEM (Excluding VAT)

SoR No.	Work Item (For further detail, Refer to C3.1 Scope of Work: Table 7.3.a: Typical Work Item Descriptions, including maximum Work Item Periods):	Work Item # (per table 7.3.a):	Unit of measure:	Tendered Rate (R excl. VAT)
21	<u>Traffic signal management</u>	1		
21a	<u>Requests for new traffic signals:</u> Investigate & where warranted, prepare short report & conceptual signal design. Where not warranted, recommend feasible alternatives with short report & conceptual design/s.	1ai	Per Site	R15 000.00
21b	<u>Requests for new traffic signals:</u> Investigate & where not warranted & no feasible alternatives exist, prepare short report.	1aii	Per Site	R10 575.00
22	<u>PAT approval</u> of traffic signals designs by others	1c	Per intersection design	R3 520.00
23	<u>Traffic signal analysis</u> Review traffic signal timing plans at regular intervals. Prepare & implement updated plan.	1d	Per intersection	R5 960.00
24	<u>Road Traffic Signs and Markings</u>	2		
24a	<u>Regulatory & Warning (R&W) Signage & Markings</u> Investigate requests per SADC RTSM / SARTSM. Where warranted , recommend appropriate signage (incl. report and design)	2ai	Per Site	R3 900.00
24b	Investigate R&W signage & marking requests per SADC RTSM / SARTSM and, where not warranted prepare short report	2aii	Per Site	R3 350.00
24c	R&W signage & markings: Prepare design suitable for implementation purposes.	2aiii	Per Site	R2 500.00

SIGNATURE OF CONTRACTOR.....

SoR No.	Work Item (For further detail, Refer to C3.1 Scope of Work: Table 7.3.a: Typical Work Item Descriptions, including maximum Work Item Periods):	Work Item # (per table 7.3.a):	Unit of measure:	Tendered Rate (R excl. VAT)
25	<u>Neighbourhood watch signage</u>	2d	Per application	R3 500.00
26	Outdoor Advertising applications	6	Per application	R6 000.00
27	<u>Traffic Calming (TC)</u> Investigate traffic calming complaints in local neighbourhoods per CCT TC Policy	7		
27a	TC: where application <u>complies with Policy</u>: Prepare standardised short reports & drawings for implementation.	7a	Per application	R3 300.00
27b	TC: Where application <u>does not satisfy Policy</u> prescripts: Prepare standardised short reports &, where relevant, recommend feasible alternatives.	7b	Per application	R2 300.00

SIGNATURE OF CONTRACTOR:.....

Item No. 2: Recoverable Expenses (Disbursements)

SoR No.	Description	Unit	Tendered Rate (R excl. VAT)
	Recoverable expenses in respect of printing/plotting/copying as specified below:		
28	Monochrome (Single-Sided):		
28a	Size A0 (Monochrome)	No.	R28.00
28b	Size A1 (Monochrome)	No.	R19.50
28c	Size A2 (Monochrome)	No.	R14.00
28d	Size A3 (Monochrome)	No.	R1.80
28e	Size A4 (Monochrome)	No.	R1.00
29	Monochrome (Double sided / back to back):		
29a	Size A3 (Monochrome)	No.	R2.00
29b	Size A4 (Monochrome)	No.	R1.00
30	Colour (Single-Sided):		
30a	Size A0 (Colour)	No.	R360.00
30b	Size A1 (Colour)	No.	R180.00
30c	Size A2 (Colour)	No.	R100.00
30d	Size A3 (Colour)	No.	R30.00
30e	Size A4 (Colour)	No.	R8.00
31	Colour (Double sided / back to back):		
31a	Size A3 (Colour)	No.	R35.00
31b	Size A4 (Colour)	No.	R10.00
32	Laminated posters (single-sided Colour)		
32a	Laminated posters: Size A0 (Colour)	No.	R105.00
32b	Laminated posters: Size A1 (Colour)	No.	R75.00
32c	Laminated posters: Size A2 (Colour)	No.	R45.00
32d	Laminated posters: Size A3 (Colour)	No.	R25.00
32e	Laminated posters: Size A4 (Colour)	No.	R9.50

SIGNATURE OF CONTRACTOR...

SoR No.	Description	Unit	Tendered Rate (R excl. VAT)
33	Compilation & binding of reports/tender documents, books of drawings, etc. (>20pgs)		
33a	Monochrome reports/tender documents, books of drawings, etc. (>20pgs in length)	No.	R10.00
33b	Colour reports/tender documents, books of drawings, etc. (>20pgs in length)	No.	R10.00
34	Electronic Data provided on Compact Disk / DVD.	No.	R10.00
35	Travel expenses (current CoCT Ad-Hoc rate to apply)	km	R3.61
36	Other costs incurred on behalf of and with the approval of the Employer.	Provisional sum	R2 580 000 per region
37	Extra over item 2.4 (specification reference) above in respect of all other costs, overhead charges and profit.	%	0.00

SIGNATURE OF CONTRACTOR:.....

Part C1: Agreements and Contract Data

	Pages
C1.2 Contract Data (data provided by the Employer)	20 – 32
C1.3 Occupational Health and Safety Agreement	33
C1.4 Insurance Broker's Warranty	34

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT DEPARTMENT

CONTRACT NO. 288C/2021/22

PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

*Add the following to the definition of **Employer**:*
The **Employer** is the **CITY OF CAPE TOWN**.

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

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

*Add the following definition: **Framework Contract** means the Contract as defined in Clause 1 of the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015).*

*Add the following definition: **Framework Contract Period** means the period within which the Services are to be performed and completed, commencing from the Framework Contract Start Date.*
The Framework Contract Period is 72 months.

*Add the following definition: **Purchase Order** means the official purchase order created and released on the City of Cape Town's SAP System.*

*Delete the definition of **Period of Performance** and replace with:*
Period of Performance means the Framework Contract Period.

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

The project is the **PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT**

*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 as described in the Scope of Work.

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

The date on which a written instruction or Purchase Order for a Work Item (whichever is the latter) is received by the Service Provider.

Add the following definition:

Work Item Period means the period within which the Services specific to the Work Item are to be performed and completed, commencing from the Start Date. The maximum Work Item Period shall be as specified in Table 7.3.a of the Scope of Works.

Add the following definition:

Framework Contract Start Date:

The Framework Contract 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).

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

Add the following definition:

Work Item means a part of the Services to be performed by the Service Provider under the Contract as specified in Table 7.3.a of the Scope of Works, the specific terms, conditions and scope of which may be further elaborated upon in a Work Item brief.

Clause 3

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

Add the following after clause 3.1

Clause 3.2

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **DIRECTOR: TRANSPORT PLANNING & NETWORK MANAGEMENT;**
URBAN MOBILITY DIRECTORATE.

The address for receipt of communications is:

Telephone: (021) 400 5309
Facsimile: (021) 419 5369
E-mail: Neil.Slingers@capetown.gov.za
Postal Address: PO Box 298
CAPE TOWN
8000
Physical Address: Tower Block
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the split between on-site locations on the road network within the boundaries of the City of Cape Town Metropolitan area and the **LOCAL OFFICE** of the Service Provider which must be located 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 Employer may from time to time require that select members of the Service Provider's staff work from the Employer's relevant regional office/s as the exigencies of this contract require.

The address of the local office will be that as indicated on Part C1.2 Contract Data, Information Supplied by the Contractor and which will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this tender submission.

In an instance where the tendering entity does not have a local office at the time of tender closing, this shall be clearly stated on Part C1.2 Contract Data, Information Supplied by the Contractor and an alternative address shall be furnished. The Service Provider is to note that upon successful conclusion of a contract with the Employer, a **local office** (as defined above) **must be established within one (1) calendar month** of the Framework Contract Start Date.

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:

If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Work Item Period, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the Work Item Period and the actual date of completion, at the rate and up to the maximum amount stated below:

Table 3.12.1.a: Applicable penalties for late delivery of project deliverables:

Work Item #: (per Table 7.3.a)	Work Item type (See Table 7.3.a -scope of works)	Maximum Penalty (per calendar day – excluding VAT)	(e) Maximum Penalty (per item – excl. VAT)
1, 2, 3, 6, 7	Routine Work Items: Traffic Signals Management, Road Signs & Markings, Local Traffic Management, Outdoor Advertising & Traffic Calming	R350	Not to exceed the tendered rate per Work item per SoR, or R3500 where no tendered rate exists in SoR (Work Items 1b, 2b, 2c, 3)
4, 5, 8, 9	Non-Routine Work Items: Speed Limit Reviews, Road Safety Audits, TSM and other Works / Studies	R350	Not to exceed 20% of estimated Work Item fee value as agreed to prior to commencement of work.

Notes applicable to Table 3.12.1.a:

- 1) Refer to Table 7.3.a) under Scope of Work for details relating to "Work Item types" 1 to 9.

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

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

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

- (a) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 **R10 000 000 per Region** 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 Framework Contract 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 Framework Contract Start Date.

Clause 8.4.1:

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

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

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

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

Clause 9:

Delete the clause and replace with the following:

9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

9.3 The Service Provider shall, and warrants that it shall:

9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;

9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;

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

9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.

9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

9.6

Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.7

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

9.8

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

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

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

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days of the Framework Contract 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.

ADDITIONAL CLAUSES TO BE ADDED

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: Data Protection

16.1

The Contractor acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may gain access to and become acquainted with the Personal Information and/or Special Personal Information and children's information (collectively, "Personal Information") (as these terms are defined or explained in the Protection of Personal Information Act 4 of 2013, as amended from time to time, referred to as "POPIA"), of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers. The Contractor will, and will procure that its employees, representatives and sub-contractors, treat such Personal Information as confidential and respect the privacy of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers.

16.2

The Contractor further acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may also be required to collect, use or process the Personal Information of the Employer and/or its employees, clients, representatives, sub-contractors and/or suppliers and, when doing so, will comply, and will procure that they comply, with (i) the conditions of lawful processing as set out in terms of POPIA and other applicable laws and regulations; (ii) the Privacy Notice and (iii) the Employer's data protection procedures;

16.3

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This may include the cross-border transfer

of Personal Information and/or Special Personal Information (including children's information) from time to time. The Contractor acknowledges that it has read and understood this, the Employer's Privacy Notice and the Employer's Supply Chain Management Policy and hereby consents to the Employer, its employees and/or representatives and/or sub-contractors Processing its Personal Information for those purposes and/or as otherwise contemplated herein.

16.4 The Contractor agrees and undertakes to procure that its employees and/or representatives and/or sub-contractors are made aware that the Employer may process their Personal Information from time to time as envisaged herein.

16.5 The Contractor hereby warrants in favour of, and represents to, the Employer, its employees, representatives and sub-contractors, that the Contractor and its employees, representatives and sub-contractors are permitted to Process the Personal Information, which they have and/or will Process in, and in relation to, this tender and agreement, including but not limited to the disclosure of the Personal Information herein and irrevocably undertake to comply with all applicable laws in this regard and will procure that their employees, representatives and sub-contractors also so comply.

16.6 The Contractor hereby indemnifies and holds each of the Employer, its employees, representatives and sub-contractors harmless against all claims, losses, damages and costs relating to the Processing of Personal Information by the Contractor, its employees, representatives and/or sub-contractors.

16.7 In order to comply with section 19 read with section 21 of POPIA to the extent that the Contractor processes Personal Information for which it is the Operator and the Employer is the Responsible Party under POPIA, the parties agree and the Contractor irrevocably undertakes that it shall:

16.7.1 only Process Personal Information on behalf of the Employer if (i) the processing of such information is within the knowledge or authorisation of the Employer, (ii) it treats the Personal Information which comes to its knowledge as confidential and does not disclose it, and (iii) the Processing is done in a lawful and reasonable manner, and only to the extent required to execute the services, or to provide the goods, or to perform its obligations pursuant to the agreement;

16.7.2 put in place, and at all times maintain, appropriate, reasonable, technical and organisational measures to ensure the protection and confidentiality of the Personal Information that it, or its employees, its representatives, its sub-contractors and other authorised individuals come into contact with pursuant to the agreement;

16.7.3 do all such things as are necessary to prevent the: (i) loss of, damage to, and/or unauthorised destruction of Personal Information; and (ii) unlawful access to or processing of personal information;

16.7.4 notify the Employer immediately where there are reasonable grounds to believe that the Personal Information in its possession has been accessed or acquired by any unauthorised person;

16.7.5 at all times comply with the provisions of POPIA, its regulations and any applicable codes of conduct, as well as the Employer's Privacy Notice;

16.7.6 give the Employer reasonable access to its premises, systems and processes to enable the Employer to inspect same and conduct a data protection compliance audit thereof from time to time on receipt of request from the Employer and undertakes to give its full co-operation in this regard;

16.7.7 upgrade, adapt and/or change its systems and processes upon request from the Employer from time to time, to meet the security standards reasonably required by the Employer as the Responsible Party in terms of POPIA.

16.8 The Contractor hereby indemnifies and holds the Employer harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Employer arising from or in relation to the Contractor's (and/or its employees', representatives' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

16.9 The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at Popia@capetown.gov.za.

Clause 17. Review Clause:

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 18. Performance Monitoring:

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.

Part 2: Data provided by the Service Provider

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

Postal Address:

Physical Address:

Telephone:

Facsimile:

Email:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

Email:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT DEPARTMENT

CONTRACT NO. 288C/2021/22

PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

C1.3 Occupational Health and Safety Agreement

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

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

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

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

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

COVID ACT Registration Number: [REDACTED]

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

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

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

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

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

Signed at BELLVILLE on the 9th day of MAY 2023

Witness

Mandatory

Signed at CAPE TOWN on the 6th day of JUNE 2023

Witness

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT DEPARTMENT

CONTRACT NO. 288C/2021/22

PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

C1.4 Insurance Broker's Warranty

Pro Forma

LOGO

Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 288C/2021/22

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING,
PLANNING & MANAGEMENT

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

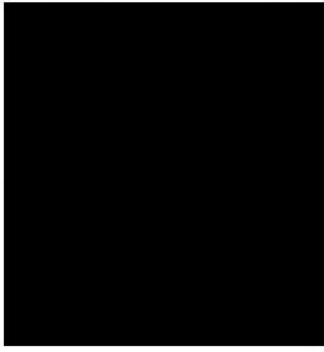
Signed: _____

For: _____

Part C2: Pricing Data

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CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT DEPARTMENT

CONTRACT NO. 288C/2021/22

PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Schedule of Rates below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.

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

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

3. A rate, sum, and/or price as applicable, is to be entered against each item in the Schedule of Rates. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Contractor may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

4. The rates, sums, and prices in the Schedule of Rates are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

5. Where quantities are given in the Schedule of Rates, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Schedule of Rates. In respect of time based services, the allocation of staff must be agreed with the Employer before such services are rendered.

6. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Schedule of Rates. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

7. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
9. The Contractor is to note that only those recoverable expenses listed in the Schedule of Rates will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.
10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
11. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
12. The per kilometer rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.61/km (excluding VAT).
13. The Contractor is to note that the planning for this contract is based on a multi-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
14. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.
15. Where the contractor has to submitted tenders for two regions, the rates tendered shall be applicable to both regions.
16. Any skills transfer to the Employer's employees by the Service Provider shall be billed at tendered rates.
18. The Service Provider shall only proceed with work for which an official purchase order of value sufficient for the scope in question, has been issued beforehand.

Part C3: Scope of Work

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CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT DEPARTMENT

CONTRACT NO. 288C/2021/22

PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

C3.1 Scope of Work

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1. INTRODUCTION

This contract provides services to the Transport Planning & Network Management Department within the URBAN MOBILITY DIRECTORATE of the City of Cape Town, the scope of which include Traffic Engineering, Transport Infrastructure and Network Planning & Development. Scope may also exist for use of this contract by other sections within the Transport Planning & Network Management Department as required.

Professional Service Providers are required to provide transport and civil engineering expertise necessary to increase the Employer's capacity, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting engineering firms for **TENDER NO. 288C/2021/22 : PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT**, which will be evaluated using a financial offer and preferences based system as described in the Tender Data.

2. BACKGROUND

The Employer undertakes a broad range of transport engineering and related planning and/or management functions across the municipal area of the City of Cape Town. The municipal area is divided into four geographical regions and it is the intention of the Employer to appoint a Service Provider to assist it in each of these regions (see **Appendix C4.1** for map showing boundaries of geographical regions).

3. EMPLOYER'S OBJECTIVE

Under Tender No. **288C/2021/22**, the Employer's objective is to increase its capacity to undertake various transport engineering and planning functions performed across the City of Cape Town by the URBAN MOBILITY DIRECTORATE. Appropriate professional support is therefore sought through this tender.

4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 Report and Conceptual Design Stage

4.1.1 Undertake various traffic engineering investigations. Prepare brief reports (maximum 2 A4 pages) on routine investigations (applicable specifically to work for the Transport Network Development section) in accordance with standard report templates & format/s as specified by the Employer.

4.1.2 Feasibility studies and minor re-evaluations of conceptual designs including but not limited to evaluations of alternate intersection control mechanisms to assure land usage, the incorporation of non-motorized Transport on existing roads networks [particularly the application at intersections], and minor evaluations of general network issues and review of road schemes. In these instances, the projects will be minor as opposed to full conceptual designs and may be of an urgent or even emergency nature. Conceptual Designs shall include sufficient detail to allow decisions on feasibility (e.g. aerial photo backdrop with proposed layout including key dimensions)

4.1.3 Develop ad-hoc standards as required.

4.1.4 Refer to **BRIEF under section 7**, for details of the various types of work required.

4.2 Preliminary Design, Design and Tender, Working Drawings and Construction Stages, including Targeted Procurement

4.3 In certain instances, the provision of **all services** described in Clauses 3.2.1 to 3.2.6 (inclusive) of BOARD NOTICE 138 OF 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000), published in Government Gazette No. 39480, 4 December 2015, as amended or amplified upon in the project brief below, will be required.

4.4 Additional Services

The following additional services listed below are required.

4.4.1

Service Enquiries/Wayleave Applications

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

4.4.2

Preferential Procurement and Targeted Participation

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

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

4.4.3

Act as Leader of the Professional Team

Where other disciplines have sub-contracted their services to the Service Provider, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, coordination, programming of design and financial control of all works included in the services.

4.4.4

Construction Monitoring

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

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

4.4.5

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

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

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

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

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

4.4.6 Environmental Impact Assessment:

- 4.4.6a) Assumption of responsibility for completion of requisite environmental process where necessary, in terms of current legislation.
- 4.4.6b) Appointment of sub-consultants to undertake environmental impact assessments

4.4.7 Environmental Officer

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

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

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

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

4.4.8 Checking work of others

The Service Provider shall, upon request of the Employer, perform detailed inspection, reviewing and checking of any study reports, designs and drawings prepared by any third party.

4.4.9 Provision of an ad-hoc advisory service

The Service Provider may be called upon to provide an ad-hoc advisory service which may include provision of a professional opinion and assistance, possibly at short notice, and / or to evaluate and/or co-ordinate efforts by other parties as required by the Employer.

4.4.10 Overlapping boundaries

The Service Provider may be called upon by the Employer to undertake tasks that are of a generic nature and are of relevance beyond the boundaries of the regions in respect of which they are appointed but which do not detract from the rights of other Service Providers to provide a service within the regions in which they are appointed.

4.4.11 Skills Transfer

In terms of Clause 5(5)(d) of the National Treasury Notice 317 of 2019, the Employer must ensure the transfer of skill by Service Providers to the employees of the Employer. The Service Provider, shall, via on-the-job training or through special sessions be required to transfer a broad range of transport engineering related skills which include but are not limited to:

- o SIDRA (or equivalent) application and analysis
- o Crash data analysis
- o Intelligent Transport Systems applications
- o Appraisal of Independent and mutually-exclusive projects using economic principles
- o Traffic Signal Design
- o Traffic Signal timing analysis
- o Road safety auditing and appraisal
- o Highway Capacity Manual and LOS application
- o Speed data analysis
- o GIS and Mapping
- o Traffic surveys such as queue lengths, traffic counts, O-D surveys, speed measurements, floating car method etc.

- o Traffic Flow Analysis
- o Traffic Flow Simulation

Any training /skills transfer related service is to be rendered by the Service Provider, as directed by the Employer, and shall be billed at tendered rates.

4.4.12

Provision of Personal Computer

The Service provider shall, when required by Employer provide a personal computer to be used by any of the Service Provider's personnel seconded to the Employer's office. The Service Provider shall ensure that the personal computer is suitable for the intended purpose and has connectivity to the internet. Provision of such to be included in hourly rates.

5.

EXTENT OF THE SERVICES

It is the Employer's intention to appoint the Service Provider(s) for a period of 6 (six) years (72 months) spanning the Employer's respective 2023/2024, 2024/2025, 2025/2026, 2026/2027, 2027/2028, 2028/2029 -financial year cycles (which run from 1 July to 30 June). Should the funding in any financial year not be available, the Employer reserves the right to limit the extent of services to the current financial year without incurring penalties.

The Employer's Service Provider continuity strategy involves issuing overlapping / rolling tenders at regular intervals. Therefore, although this tender would be valid for a maximum period of 72 months, the Employer intends advertising a replacement tender during the 4th or 5th year of this tender period. Notwithstanding an award for a contract period of up to 72 months, no further new works will be issued via this contract once an active replacement contract is in place. Any ongoing longer-term studies and/or implementation projects requiring continuity of Service Provider input, would however proceed into the last year of this contract period as necessary, provided that the full scope of such studies and/or projects would be completed by the end of the contract period. The overlap thereby allowing for Service Provider continuity and a close-out period for any longer-term projects.

It should be noted that while the Employer intends to employ the Service Provider for the full duration as defined above, the Employer's budget is 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.

If during the course of the project circumstances and operational requirements are found to differ from those anticipated, the Employer reserves the right to modify the scope of work to suite the prevailing circumstances.

Work orders will be raised for each project to be undertaken by the Employer. Such work order will be based on an estimated time based quotation submitted by the Service Provider and accepted by the Employer.

6.

USE OF REASONABLE SKILL AND CARE

Safety of persons and property is of paramount importance, closely followed by the minimization of disruption and inconvenience to the traveling public (both motorized & non-motorized), residents and/or businesses in the vicinity of any surveys or works.

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. BRIEF

7.1 The Service Provider will undertake the full range of transport engineering functions, including but not limited to items 4.1 to 4.4 above, and:

7.1.1 Traffic Safety

7.1.1.1 Investigation of motorized transport safety problems and development of solutions.

7.1.1.2 Investigation of non-motorized transport (NMT) safety problems and development of solutions. Specific emphasis is placed on integration of NMT at intersections. The Service Provider will be required to assist with the development of ad-hoc standards in this regard.

7.1.1.3 Road Safety Audits

7.1.1.4 Road Safety Assessments

7.1.2 Traffic Management

7.1.2.1 Preparation of area traffic management plans, addressing issues such as traffic calming, road closures etc.

7.1.3 Transport System Capacity

7.1.3.1 Investigation of link and intersection capacity problems and development of appropriate solutions.

7.1.3.2 Review of road schemes identified by the Employer.

7.1.4 Road Traffic Signs:

7.1.4.1 Evaluation of the need for and design of the full range of road traffic signs.

7.1.4.2 Evaluation of road traffic sign designs for new transport infrastructure.

7.1.4.3 Evaluation of road traffic signs for temporary traffic accommodation.

7.1.4.4 Preparation of Temporary Traffic Accommodation Plans as required

7.1.4.5 Evaluation and redesign of road marking layouts for rehabilitation and resurfacing projects.

7.1.4.6 Capture of new signage designs and as-built data on the Employer's signs management system.

7.1.5 Traffic Signals:

7.1.5.1 Evaluation of the need for new traffic signals.

7.1.5.2 Analysis of the performance of signalised intersections and design of traffic signal timing plans.

7.1.5.3 Design of traffic signal layouts, including improvements to the geometry of intersections.

7.1.5.4 Evaluation of signal designs by others as part of the Employer's PAT approval process

7.1.6 Speed Limit Reviews:

7.1.6.1 Review of speed limits.

7.1.7 Outdoor advertising control:

7.1.7.1 Assessment of applications for outdoor advertising in accordance with relevant City Policies.

- 7.1.7.2 Preparation of Outdoor Advertising Master Plans for various corridors as required
- 7.1.8 Crash Data Analysis:
 - 7.1.8.1 Collation and analysis of crash data at various locations.
 - 7.1.8.2 Crash trend analysis.
- 7.1.9 Traffic Surveys:
 - 7.1.9.1 Traffic Volume Surveys including NMT modes.
 - 7.1.9.2 Speed Surveys.
- 7.1.10 Feasibility studies, development and evaluation of conceptual designs for public rights of way.
- 7.1.11 Development or review of public right of way plan for the metropolitan area.
- 7.1.12 Detailed design, procurement and contract supervision:
 - 7.1.12.1 Detailed design of transport system improvements.
 - 7.1.12.2 Production of tender / contract documentation and undertaking of targeted procurement processes on behalf of the Employer.
 - 7.1.12.3 Obtaining construction wayleaves.
 - 7.1.12.4 Construction Supervision.
- 7.1.13 Policy development
 - 7.1.13.1 Development of policies, guidelines and/or Standard Operating Procedures within the various functional areas of the URBAN MOBILITY DIRECTORATE.
- 7.1.14 Transport Systems Management (TSM):
 - 7.1.14.1 Investigation into various localised safety and capacity issues
 - 7.1.14.2 Preparation of TSM reports in the Employer's standardised report format for consideration by the Employer's TSM Committee
 - 7.1.14.3 Providing technical input at TSM meetings as required by the Employer.
- 7.1.15 Engineering related Support Services:
 - 7.1.15.1 Workflow Management
 - 7.1.15.2 GIS / CAD; including mapping via other means e.g. Google Earth or similar
 - 7.1.15.3 Engineering related Administrative support
 - 7.1.15.4 Data Capture and Analysis
 - 7.1.15.5 Preparation of reports
- 7.1.16 Services to be provided by specialist sub-consultants, including but not limited to:
 - 7.1.16.1 Topographical Surveys
 - 7.1.16.2 Geotechnical Surveys
 - 7.1.16.3 Water Specialists
 - 7.1.16.4 Traffic Modelling Specialists e.g. EMME 4.4 model

7.1.16.5 Environmental Impact Assessment:

- 7.1.16.5.1 Assumption of responsibility for completion of requisite environmental process where necessary, in terms of current legislation.

The Employer cannot predict the extent of each of the above functions for the contract period and further reserves the right to appoint other Service Providers to undertake one or more of the above functions as and when deemed necessary (by the Employer). An example of such a situation might be the appointment of a Service Provider to review traffic signal timings on a corridor or within part of the city's road network. The intent of such future appointments will generally be to add further capacity to a specific function while permitting the Service Providers appointed under this contract to continue to undertake the full range of functions listed above.

The broad scope of services required shall be in accordance with the relevant sections of Board Notice 138 OF 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 39480, 4 December 2015, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements below shall take precedence.

7.2 Specific Requirements

7.2.1 Report stage

The Service Provider should familiarize him/herself with varying site conditions encountered citywide, under which work (both the **PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT** and any construction work by others) must be executed.

The Service Provider will be required to search through and collate all available data, drawings and plans necessary to provide the service required in terms of this contract. This search will include electronic and hardcopy records. Furthermore, the Service Provider shall determine whether findings, recommendations and / or designs identified in previous studies would be of use in terms of this project. The Service provider may also be required to review existing policies and procedures and improve same.

The Service provider must ensure that computer equipment used and type of internet data connection/s at its local office are of sufficiently high standard to facilitate optimal operational efficiency should the need arise to make use of online systems such as a custom-made signage inventory system via an internet link.

The Service Provider shall prepare and submit a sufficiently detailed report. All reports should adhere to the format in compliance with any City of Cape Town template provided to the Service Provider, and must display the most recent City of Cape Town logo and Employer's details. **Reports on minor investigations should preferably be no longer than 2 (two) A4 pages.**

In terms of Clause 5(5)(a) of the National Treasury Notice 317 of 2019, each project deliverable (as outlined in Table 7.3.a) below shall have a unique project number with a specific start and end date. The Employers unique project number shall be indicated as a minimum requirement in this regard.

7.2.3 Preliminary Design Stage

In some instances, investigations will be followed by preliminary design of proposed projects. The Service Provider will be expected to consult with the Employer, various service authorities, and other interested and affected parties (including the public) prior to finalizing designs and documentation.

7.2.4

Design and Tender Stage

In some instances, the Service Provider will be required to undertake detailed design and prepare tender documentation.

Fully dimensioned designs are to be prepared in accordance with relevant standards to enable a contractor to implement the works. Cross references to standards should be minimized to allow for less experienced contractors who do not necessarily have access to such standards, to implement with relevant ease (i.e.: relevant information to be included on design drawings).

Service Providers must however be willing to draft and sign-off **construction drawings** for certain **simpler routine projects** such as speed humps, raised pedestrian crossings or road signage that are based on reasonably accurate wheel or tape measurements, opposed to full surveys with co-ordinates. All final drawings shall however contain a clear indication that the drawing is "For Construction" purposes. Where required by the Employer, such drawings shall be signed off by an ECSA registered member of the Service Provider's staff, at a staffing level / category agreed to by the Employer.

Such construction drawings shall however include the following minimum components (unless advised otherwise by the Employer):

- Title Block with all relevant site specific details, Designer and Employer-related details along with the Employer's project reference number/s, drawing version and date.
- North Point
- Notes and project specific specifications (e.g. signface material classes, construction related notes relating to placement of measure/s and signage, construction method and traffic accommodation requirements)
- Locality Layout showing position of the site in broader context
- Standard Detail/s as relevant (e.g. typical speed hump detail – as provided by Employer, showing plan view and profile with relevant dimensions and SARTSM codes)
- Layout of the proposal, typically on an Aerial Photo backdrop, including:
 - Dimensions for all elements not already covered in any standard detail included – as measured from identifiable reference points on-site
 - SARTSM codes for signage and Road markings
 - Consideration as to how to deal with any existing signage and markings, where relevant.

As a general principle, the Service Provider shall delegate work to the lowest level competence. The Employer reserves the right to specify the level at which certain Work Items should be undertaken and may issue a benchmarking guideline which stipulates the levels of Key Personnel and typical durations per specific repetitive Work Item.

By way of example, the Service Provider shall delegate the approval of minor investigations, such as traffic calming, road signage and road markings, as well as Tourism Signage, to their Secondary Specialist (Senior Engineer - 5+ years) as the Employer deems this post level to be sufficiently experienced to consider requests of this nature.

Should a suitable period tender be in place at the time that implementation is required, the Service Provider would be required to make use of same (following prescribed procedures – which usually includes the preparation of a Pricing Schedule and Project Specification. Tender documentation for any such term tender would typically already exist and would have been signed by both Employer and contractor)

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

Should the need arise, the Service Provider shall be responsible for all liaison and/or negotiations with:

- a) owners or proprietors of establishments that would be affected by any work conducted in Council's road reserve, and/or
- b) property owners, business owners' lessees and/or tenants on behalf of the Employer as regards arrangements for occupation of their premises necessary to execute the work. If necessary, the Service Provider shall liaise with and obtain input from the City's Property and Legal Departments in his regard.
- c) Service Providers working on other projects where overlap exists with work undertaken in terms of this contract.

Any specialist investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense (disbursement). Supply Chain Management Policies and Procedures would apply **i.e. three quotes are normally required** should the value of work be under R300 000, and a tender process would need to be followed for greater values.

Any construction contract documentation required for full tender processes shall be prepared in the Construction Industry Development Board's (CIDB) format and standards for uniformity. The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft plans and a draft tender/contract document shall be submitted to the Employer for comment and approval prior to going out to tender. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised. The Service Provider shall supply the Employer with an electronic copy (via DVD, CD or similar approved mechanism) of the tender/contract document once approved.

On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on *(date)*" at the signature location in the title block. All electronic documents shall include full "filename and path" in the footer to facilitate cross-referencing between hardcopy documents and source documents on electronic systems.

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

7.2.5 Working Drawings

The Service Provider shall prepare any further plans designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. Such drawings must display the most recent City of Cape Town logo and Employer's details. Such drawings shall furthermore be provided to the Employer in a format suitable for import into the Employer's electronic system/s.

7.2.6 Construction Stage

In some instances, the Service Provider will be required to supervise construction works, typically investigated and designed by the Service Provider and implemented via the Employer's relevant Term Tenders in this regard.

The Service Provider shall submit as-built plans to the Employer in a suitable electronic format (preferably .dwg; otherwise .dxf) as well as one complete set of paper prints.

With regard to signage related works, the Service Provider shall update the Employer's Signage Inventory System with as-built information of the new and/or upgraded signs/gantries as implemented which shall include photographs and Tratsoft (or equivalent) Designs along with any other data inputs / updates as required by such System.

Any site surveys (visual inspections, measuring to confirm dimensions, taking of photos, co-ordinates etc.) required to corroborate the as-built information provided, shall be the responsibility of the Service Provider.

The completion of all consulting services (including the final inspection at the end of the construction defects liability period, and the preparation of the Final Approval Certificate and Final Payment Certificate) shall be deemed included in the construction stage.

7.3 Time Frames/Milestones

- 1) 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 Employer's financial year end (30 June) is an important milestone 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 related thereto. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary. The Service Provider shall submit a revised programme as and when required by the Employer.

The following timeframes for completion of tasks by the Service Provider shall be strictly adhered to.

- For the Routine Work Item Types listed against Work Items 1 to 8 in **Table 7.3.a below**, the maximum Work Item Period stipulated in column C) shall be adhered to by the Service Provider on an ongoing basis.
- For Non-routine Works Projects or specific studies listed against Work Item 9 in **Table 7.3.a below**, a programme needs to be prepared and timeframes agreed to in consultation with the Employer's relevant officials prior to commencement of work.

Table 7.3.a: Typical Work Item Descriptions, including maximum Work Item Periods:

Work Item #:	A) Typical Work Item Descriptions (compulsory turnaround time for final response from CCT Officials to client are indicated in brackets)	B) Unit of measure	C) Maximum Work Item Period for Service Provider (Calendar days)
1	<u>Traffic signal management</u>		
	<u>Requests for new traffic signals.</u> Investigate the circumstances in detail to determine whether a traffic signal is the appropriate traffic control measure, <u>or recommend feasible alternatives</u> . (100 days) Prepare conceptual design/s accordingly (i.e. at least an aerial photo backdrop with proposed layout & key dimensions). Includes: Reference to and application of relevant standards (SADC RTSM / SARTSM, Pedestrian Crossing warrants), Traffic & Pedestrian counts and discussions with Employer regarding alternatives in this regard Exclusions: If alternatives solutions require Area – wide Studies (e.g. broader network traffic impacts), these are to be quoted at tendered hourly rates – such quote to exclude the intersection-specific work already completed via this item.	Rate per site	80
1aii	<u>Requests for new traffic signals:</u> Investigate and where not warranted & <u>no feasible alternatives exist</u> , prepare short report. (100 days) Includes: Reference to and application of relevant standards (SADC RTSM / SARTSM, MyCiTi Pedestrian Crossing warrants), Traffic & Pedestrian counts and discussions with Employer regarding alternatives in this regard	Rate per site	80
1b	<u>Requests for improvements to existing traffic signal infrastructure.</u> Investigate in detail request for improvement such as the addition of a right-turn phase and prepare detailed proposal (90 days). To be quoted at tendered hourly rates	Quote per tendered hourly rates	70
1c	<u>Plans Approval Team (PAT) approval of traffic signals designs by others</u> Bolster Signals Section capacity by reviewing detailed signal designs by others in terms of SADC RTSM / SARTSM standards, providing comment and approval once satisfied that relevant standards have been met.	Rate per intersection design	30

Work Item #:	A) Typical Work Item Descriptions (compulsory turnaround time for final response from CCT Officials to client are indicated in brackets)	B) Unit of measure	C) Maximum Work Item Period for Service Provider (Calendar days)
1d	<u>Traffic signal analysis</u> Review traffic signal timing plans periodically or in response to reports of poor signal performance. Prepare and implement updated plan. Intersections are currently reviewed every three to four years. Excludes: Corridor studies involving multiple signalized intersections are to be quoted per tendered hourly rates	Rate per intersection	80
2	<u>Road traffic signs and markings</u>		
2ai	<u>Regulatory & Warning (R&W) signage and markings</u> Investigate the request in terms of the latest Southern African Development Community Road Traffic Signs Manual (SADC RTSM) and South African Road Traffic Signs Manual (SARTSM) and recommend appropriate signage (90 days). Includes: site investigation, preparation of short report & design suitable for implementation purposes. Excludes: Traffic / Pedestrian counts: to be quoted at tendered rates where required.	Rate per Site	70
2aii	<u>Investigate R&W signage & marking</u> requests per SADC RTSM / SARTSM and, where not warranted prepare short report Includes: site investigation, Excludes: Traffic / Pedestrian counts: to be quoted at tendered rates where required.	Rate per Site	70
2aiii	<u>R&W signage & markings:</u> Prepare design suitable for implementation purposes. (Concept typically already determined by Employer or others). Exclusions: This item does not apply where design already forms part of Work Item scope e.g. Work Items 1ai) and 2ai) above. Any corridor designs to be quoted at tendered hourly rates	Rate per Site	30
2b	<u>Local direction signage</u> Investigate the request in terms of the latest version of SADC RTSM / SARTSM and recommend appropriate signage (110 days). Includes: site investigation, preparation of short report & design suitable for implementation purposes. To be quoted at tendered hourly rates	Quote per tendered hourly rates	90
2c	<u>Tourism signage</u> Check applications received for SADC RTSM / SARTSM compliance and produce a brief report containing detailed design and layout of signs. Such design to include any rationalisation of existing signage as necessary (60 days). To be quoted at tendered hourly rates	Quote per tendered hourly rates	50
2d	<u>Neighbourhood watch signage</u> Assess applications for neighbourhood watch signs in terms of the Employer's guidelines and policies in this regard (90 days). Includes: site investigation, preparation of short report and design suitable for implementation purposes (as relevant).	Rate per Application	70

Work Item #:	A) Typical Work Item Descriptions (compulsory turnaround time for final response from CCT Officials to client are indicated in brackets)	B) Unit of measure	C) Maximum Work Item Period for Service Provider (Calendar days)
3	<u>Local traffic management issues</u> Investigate in detail complaints about traffic issues in local neighbourhoods. Upon confirmation of the issues, prepare a report containing conceptual solutions with costs and conduct the necessary community and councillor(s) consultation. Prepare detailed designs for the agreed solution and determine budget to implement (120 days). To be quoted at tendered hourly rates	Quote per tendered hourly rates	100
4	<u>Speed limit reviews (SLR)</u> Proactively review arterial speed limits in terms of relevant guidelines / procedures. Includes the preparation of drawings depicting signage requirements to sufficient detail for implementation. To be quoted at tendered hourly rates	Quote per tendered hourly rates	100
5	<u>Road Safety Assessments / Audits (RSAs)</u> Proactively conduct RSAs in terms of relevant guideline procedures. To be quoted at tendered hourly rates	Quote per tendered hourly rates	100
6	<u>Outdoor Advertising applications</u> Evaluate submissions for Outdoor Advertising visible from the Road reserve in terms of relevant standards and Policies & provide written response in standardised format. This is an input into a regulated process in which Transport officials have only 30 days to respond. Excludes; Master Plans for multiple sites within a specific area or zone – quote at tendered rates required in such instances.	Rate per Application	21
7	<u>Traffic Calming</u> Investigate in detail complaints about traffic calming issues in local neighbourhoods in terms of Traffic Calming Policy. (90 days)		
7a	<u>Traffic Calming - where application complies with Policy</u> Prepare standardised <u>short reports & design</u> suitable for implementation purposes. Includes; site investigation (including any counts and speed checks) as relevant.	Rate per Application	70
7b	<u>Traffic Calming - where application does not satisfy Policy</u> prescripts: Prepare standardised <u>short reports &</u> , where relevant, <u>recommend feasible alternatives</u> . Includes; site investigation (including any counts and speed checks) as relevant. Excludes; design – where design for an alternative solution is applicable, rate per Work Item 2a) above to be applied as relevant	Rate per Application	70

Work Item #:	A) Typical Work Item Descriptions (compulsory turnaround time for final response from CCT Officials to client are indicated in brackets)	B) Unit of measure	C) Maximum Work Item Period for Service Provider (Calendar days)
8	<u>Traffic Systems Management (TSM) issues:</u> Investigate in detail complaints about Safety and Capacity Issues on the higher order road network. Upon confirmation of the issues, prepare a report per the Employer's standardised format, containing conceptual solutions & costs, develop appropriate economic evaluation tool to appraise candidate independent and mutually exclusive alternatives against other citywide competing projects. Conduct the necessary community and councillor(s) engagement. (120 days). Preparation of detailed designs for the agreed solution (to follow via separate process – timeframes to be agreed per works allocation procedure below) To be quoted at tendered hourly rates	Quote per tendered hourly rates	100
9	Non-routine works projects / studies which are NOT listed under the Work Items 1 to 8 above. (see clause 7.3.2 b) below) To be quoted at tendered hourly rates	Quote per tendered hourly rates	Programme to be agreed upon prior to commencement

Service Providers to note that they will be required to meet or outperform the maximum Work Item Periods indicated in column C) of **Table 7.3.a** above (in order to allow the Employer to meet its own performance targets indicated within the Work Item descriptions under column A above). The relevant tendered rate per work item indicated in the Schedule of Quantities will apply, unless "Quote per tendered hourly rate" is specified in Column B) of Table 7.3.a above.

2) **Works Item Allocation Procedure:**

a) **Works Allocation Procedure for Routine Work Items** for which rates per Work Item are provided in the Schedule of Quantities):

- The Employer will issue a Work Item brief and instruction including; the standard work items to be executed, locations and any other relevant information. The Service Provider is to render the relevant services in accordance with the timeframes stipulated in column C of Table 7.3.a above.
- The Service Provider provides confirmation of receipt of the Work Item brief and instruction within 2 days.
- The Employer's instructions for Work Items 1, 2 and 7 (Table 7.3.a) will typically be issued at the rate applicable to the maximum possible scope of work per descriptions in Table 7.3.a (viz. 1ai), 2ai) and 7a) respectively (given that the final outcome and hence the scope of work to be undertaken would initially be unknown). However, where warrants are not satisfied (resulting in a reduced scope of work), items 1, 2 and 7 shall be invoiced and paid for at the appropriate rate applicable in each instance; viz. 1aii), 2aii) and 7b) respectively. E.g. Where a request for signalisation is issued for investigation, the instruction would relate to **item 1ai)** in Table 7.3.a, which includes the preparation of a conceptual design for either a signal, or an alternate feasible solution. If however, relevant warrants are not satisfied and no feasible alternative solution exists (and hence no conceptual design required), an invoice per **item 1aii)** shall be submitted by the Service Provider and processed by the Employer accordingly.

b) **Works Allocation Procedure for Non-routine Work Items** (including but not limited to Work Item 9) which are either NOT listed under the Work Items 1 to 8 per Table 7.3.a, or specifically listed as exclusions, and/or non-rated Work Items (i.e. excluded from the Schedule of Quantities but identified as requiring a quote), shall be as follows:

- The Employer will provide a Work Item brief indicating the scope of work to the Service Provider, and request a quotation.
- The Service Provider shall provide a quotation based on the brief, contract rates, anticipated programme and resource allocation. This shall be done within 4 working days of receipt of the Employer's request. (Note: the maximum Work Item Periods per column C in Table 7.3.a will still apply to work items 1-8)
- Should the Employer have any concerns regarding the Service Provider's Estimate and proposed programme, a discussion between the Service Provider and Employer would be required, until agreement is reached which, in the Employer's opinion, reasonably satisfies the Employer's service-delivery related obligations.
- Once the Employer is satisfied with the Service Provider quotation, the Employer issues an instruction to proceed.

3) **Acceptance Criteria:**

- i) The Employer may issue Standard Templates to the Service Provider covering the Work Items per **Table 7.3.a**. Reports and Drawings submitted by the Service Provider shall be prepared in accordance with any such Standard Templates that the Employer may issue.
- ii) Feedback reports (including associated drawings as relevant) must be submitted by the Service Provider in terms of timeframes stipulated in column C of **Table 7.3.a**. Such reports and associated drawings must, in the opinion of the Employer, be to a suitably high standard to prevent undue delays to remedy incomplete work. It must be noted that the Employer is under obligation to meet its client-focussed performance targets defined in column A of Table 7.3.a and is measured against those targets on an ongoing basis. Any failure by the Service Provider to assist in meeting the stipulated Work Item Periods per Table 7.3.a, could result in corrective action being instituted by the Employer. Reports (including associated drawings as relevant) which, in the Employer's opinion, do not substantially comply with the format and content of any templates issued per clause above (to a minimum of 80% compliance), will not be deemed to have been satisfactorily received by the Employer. Any non-compliant reports may therefore attract penalties in terms of **Clause 3.12.1 Table 3.12.1.a of Contract Data**, until a substantial level of compliance has been achieved by the Service Provider.
- 4) The Service Provider shall furthermore adhere to the following **performance criteria**; in terms of response times applicable to unplanned short-notice requests typically relating to:
- Site Meetings
 - Urgent Site investigations as and when required

The following response times shall apply to short-notice requests:

Category of Staff required	Response time
The Project Leader and Primary Specialist	within 24 hours
The Service Provider, using an appropriate level of key personnel	within 6 hours

7.4

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 inspection of existing situations, determination of future needs and the construction monitoring service (if applicable) will take place Citywide within the City of Cape Town Municipal boundaries. Any construction monitoring service will take place at the site of the project.

Service Providers shall operate from a local office in the Cape Town Municipal area, through which all communication with the Employer will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office must be indicated on **Schedule 17**, 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. NB: Key personnel must operate from a local office in the Cape Town Municipal Area for the full duration of the contract.

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.

7.5

Reporting Requirements

The Service Provider shall prepare and submit a tender evaluation report to the Employer (in the relevant prescribed format) within two weeks of tenders for any works having been received, construction or otherwise.

Once a construction project is underway, the Service Provider shall submit monthly progress versus expenditure reports to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contract together with the anticipated spend to the end of the financial year in question. Format for same to be agreed with the Employer.

For non-construction projects, reports shall be submitted in accordance with the timeframes stipulated in table 7.3.a above. Each project deliverable as outlined in table 7.3.a shall include the Employer's unique project number. The format and level of detail provided in any reports shall be to the Employer's satisfaction, who may issue templates or further requirements in this regard.

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of the Service Provider's appointment, together with the anticipated spend to the end of the financial year in question. Such cost reports shall include a breakdown of both Work Items

and categories of staff used in therein, citing the Employer's project number under which the work was issued.

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 work undertaken via this tender.

8. REFERENCE DATA

The Employer will make arrangements for access to statistical and as-built information (where available). Historic road scheme information may not be readily available and the Service Provider may be required to produce new drawings to address this deficiency.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

10. PARTICULAR SPECIFICATIONS

Annex 4 contains a list of reference documents / standards that shall be kept in the local office of the Service Provider for the duration of the contract. The Employer has various internal policies, standards, specifications, templates and procedures to be adhered to – details of which will be made available to the Service Provider as and when required.

11. APPROVALS

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

- (a) Approval of reports prepared during initial report stage – from the Employer
- (b) Approval of the detail design, drawings and contract document - from the Employer,
- (c) Wayleave approval - from all relevant service authorities,
- (d) Approval of traffic accommodation plans - from the Employer and the City's Traffic Services,
- (e) Approval of the Engineer's Representatives for construction monitoring - from the Employer,
- (f) Approval for any documentation to be presented to a third party – from the Employer.
- (g) Approval for any and all project related expenditure – from the Employer including but not limited to the following:
 - (h) Approval for the employment of specialist sub-consultants - from the Employer.
 - (i) In respect of time based services, approval of the allocation of staff - 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.

12. PROCUREMENT

12.1 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.

12.2

Sub-contracting procedures

Any specialist study or investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense (disbursement). Supply Chain Management Policies and Procedure will apply i.e. a competitive process involving three quotes is normally required for appointment values under R300 000 including VAT, whereas a full competitive tender is required where the amount exceeds this value.

The Employer together with the Service Provider shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Service Provider

The Service Provider shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Service Provider shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

12.3

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.

12.4

Forms for contract administration

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

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

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

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

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

13.

FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format (unless stipulated otherwise). 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 (unless stipulated otherwise) and shall be signed and dated by the Service Provider. All work issued to the Service Provider will have a unique project number under which the work was issued. The Employer's same project number must be included in any communication relating to such Work Item/s.

14. KEY PERSONNEL

14.1 The Service Provider shall maintain the key personnel listed per **Table C.2.1.4.2(b)** in its permanent employment for the duration of the contract. Key Personnel shall be utilised by the Service Provider to perform the services as outlined in Volume 3, C3.1 – Scope of work. Additional personnel shall be employed or contracted by the Service Provider to fulfil the full range of services as required in Volume 3 - Scope, these additional personnel are not classified as Key Personnel. Details and CVs of Key Personnel which are submitted as part of the tender and evaluation process in accordance with the requirements of Volume 1 – Tendering Procedures, will remain the nominated Key Personnel unless substituted as described below.

14.2 Key Personnel shall not be substituted without approval of the Employer. Should it become necessary to replace any of the Key Personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the written approval of the Employer. The require

14.3 The Service Provider shall inform the Employer within 3 days of any changes or proposed changes to the Key Personnel identified for this contract.

14.4 Key personnel must operate from a local office in the Cape Town Municipal Area for the full duration of the contract.

14.5 Where required, and where relevant, the professional registration numbers of the key personnel must be indicated on Schedule 11 Part T2.2: Returnable Schedules.

14.6 Service Providers are to ensure that Curriculum Vitae are provided in respect of all key personnel, which shall contain details of all relevant experience, in addition to fully populating the summary table/s provided in Schedule 11 (see Annex 6), the returnable schedule applicable to Key Personnel. Details of relevant experience of Key Personnel provided by the Service Provider shall include but not be limited to the following:

- Date/s that experience was gained (specifying the Day, Month and Year for both start and finish dates of the actual direct ongoing involvement of incumbents – not the project duration),
- Duration/s of experience in months and,
- the specific role & responsibilities of the incumbent.

14.7 Note that experience periods claimed cannot overlap. Where multiple projects were tackled during the same period, the project/s that best show the required relevant experience are to be tabulated in the Returnable Schedule for Key Personnel - following in sequential date order. The Key Personnel table is to be fully populated and must include specific dates (DD/MM/YYYY) to enable proper evaluation of the durations of relevant experience (both start and finish dates of the actual direct ongoing involvement of incumbent/s – opposed to the overall project duration). Furthermore, the nature of the work undertaken as well as the responsibilities of the individuals concerned are to be clearly defined. Specifying that the an individual was part of a team that dealt with a relevant project but failing to state the relevant responsibilities of that individual could be construed to be intentionally vague and/or misleading and could therefore, at the Employer's sole discretion, be deemed to be unacceptable.

14.8 The specific qualifications of the all individuals forming part of this tender shall be provided, which must include an indication of which discipline or study-stream such qualification was obtained in (for example B.Tech: Civil – Structures/ Transport Engineering/ Water Engineering – the latter stream-related descriptor being important to determine the relevance to this tender).

Service Providers are to note that Key Personnel are to meet both the qualification and experience requirements. The qualifications of tendered Key Personnel must match the role and must furthermore be in the correct discipline / study-stream as specified:

(E.g., where a Post Graduate or B.Tech Degree in Traffic / Transport Engineering is specified, a Water Engineering or Structural Engineering focussed qualification would NOT be deemed acceptable, albeit at the same NQF level).

14.9 ALL Key Personnel must meet the specified requirements.

14.10 Key personnel may be nominated to perform a maximum of two functions, provided that the incumbent will have sufficient capacity to fulfil the both roles. The qualifications and experience of each such position will be assessed separately, per Category / Role.

14.11 Key personnel shall be available for the minimum number of hours per week as specified in Table C.2.1.4.2(b). The Employer does not, however, guarantee that the Service Provider will be employed for this minimum number of hours per week for the full duration of the contract. The specified minimum number of hours per week must be guaranteed by the Service Provider per Region in respect of which the Service Provider submits a tender. Should the Service Provider elect to submit tenders for two regions, the Service Provider must guarantee the minimum number of hours per region multiplied by two. In some cases, it will be possible for a single key personnel member to service two Regions e.g.: A Director who must guarantee availability of only five hours per week. In the case of a lower level

categories of staff such as Assistant Specialist [Technician 3-5 years] or Technician (0-3 years), who are required for a greater number of hours per week, it would be necessary to provide more than one personnel member to meet the specified minimum availability requirements for two regions.

While the minimum number of hours for each staff category or role must be guaranteed, these hours need not be fulfilled by a single staff member, for example: two persons qualified as a Technician (0-3 years) may be used to collectively satisfy the requirement for 40 hours availability for this staff category per week but must be clearly stated as such in the tender. The same principle would apply to all other categories of staff, with the exception the project leader, who would generally be the single point of contact between the Service Provider and Employer. It is important to note that **Schedule 11** (See Annex 6) must be completed in respect of every personnel member who may be used to satisfy the requirements of the tender / contract. Specific reference must be made in the Schedule to the required competencies that will be satisfied by each personnel member.

14.12

It is not necessary for Service Providers to provide the names and CVs of In-Service Trainees (Students) who will be used to satisfy the requirements of the tender. Service Providers must, however, confirm the number of In-Service Trainees (Students) that will be used to satisfy the requirements of the tender.

14.13

During the course of this contract, should it become necessary to replace any of the key personnel listed at the time of tender, they may only be replaced by individuals with similar or better qualifications and experience as stipulated in Table C.2.1.4.2(b), who satisfy the minimum requirements and then only with the approval of the Employer.

For any such replacements to key personnel, Service Providers must ensure that qualifications and Curriculum Vitae are provided, in addition to fully populating the summary table/s provided in Schedule 11 (the returnable schedule applicable to Key Personnel – see Annex 6). Such submissions shall contain full details of all relevant experience in accordance with this section 14 (under C3.1 Scope of Work).

C.2.1.4.2(b) Table of Key Personnel: Listing required qualification & experience requirements for this tender, along with minimum weekly availability per role.

Item #	Key Personnel Category / Role (see Note 4)	Qualification / Professional Registration Requirements (see note 2)	Required Minimum Verifiable post-qualification Experience (see note 3)	Responsibilities	Minimum Availability (Hours per Week per Region)
1.1	Project Leader see note 1	ECSA registration as Pr Eng (Civil) or Pr Tech Eng (Civil)	Minimum 12 years post-qualification experience as a transportation engineer, 3 years of which must be at the level of project leader.	Ultimate responsibility to ensure that all work is completed to correct standards and within stipulated time frames.	5
1.2a	Primary Specialist – Traffic Engineer	Post-graduate qualification in Traffic or Transportation Engineering with specialisation in a Traffic/Transportation field (NQF 8) ^{note 2}	Minimum 8 years post-qualification experience as a traffic engineer.	Assumes technical responsibility for work. Provides solution orientated specialist advice to Employer. Supervises lower level personnel.	10
1.2b	Primary Specialist – Transport (Tpt.) Infrastructure Engineer	Post-graduate qualification in Traffic or Transportation Engineering (NQF 8) ^{note 2}	Minimum 8 years post-qualification experience as a transport infrastructure engineer.		
1.3ai	Secondary Specialist [Senior Traffic Engineer (5+ years)]	Bachelor's degree or NHD in Civil Engineering with a Traffic Engineering syllabus (NQF 7) ^{note 2}	Minimum 5 years post-qualification experience as a traffic engineer.	Traffic engineering investigations, analysis & design.	10

Item #	Key Personnel Category / Role (see Note 4)	Qualification / Professional Registration Requirements (see note 2)	Required Minimum Verifiable post-qualification Experience (see note 3)	Responsibilities	Minimum Availability (Hours per Week per Region)
1.3aii	Secondary Specialist [Senior Tpt. Infrastructure Engineer (5+ years)]	Bachelor's degree or NHD in Civil Engineering with a Transport Infrastructure Engineering syllabus (NQF 7) ^{note 2}	Minimum total of 5 years post qualification experience including: - minimum 4 years in transport infrastructure engineering, - minimum 6 months procurement - minimum 6 months construction supervision.	Transport infrastructure engineering investigations, analysis, design, procurement & construction supervision.	-
1.3bi	Secondary Specialist [Traffic Engineer/Technologist (3+ years)]	Bachelor's degree or NHD in Civil Engineering with a Traffic Engineering syllabus (NQF 7) ^{note 2}	Minimum 3 years post-qualification experience in traffic engineering	Traffic engineering investigations, analysis, design.	-
1.3bii	Secondary Specialist [Tpt. Infrastructure Engineer/Technologist (3+ years)]	Bachelor's degree or NHD in Civil Engineering with a Transport Infrastructure Engineering syllabus (NQF 7) ^{note 2}	Minimum total of 3 years post qualification experience including: - minimum 2 years in transport infrastructure engineering, - minimum 1 year construction supervision	Transport infrastructure engineering investigations, analysis, design & construction supervision.	20
1.4ai	Assistant Specialist {Traffic Eng. Technician (3+ years)}	National Diploma in Civil Engineering (NQF 6) ^{note 2}	Minimum 5 years post-qualification experience in traffic engineering	Traffic engineering investigations, analysis, design.	-
1.4aii	Assistant Specialist [Tpt. Infrastructure Technician (5+ years)]	National Diploma in Civil Engineering (NQF 6) ^{note 2}	Minimum total of 5 years post qualification experience including: - 4 years in transport infrastructure engineering - 6 months procurement - 6 months construction supervision.	Transport infrastructure engineering investigations, analysis, design, procurement & construction supervision.	20
1.4bi	Assistant Specialist [Traffic Eng. Technician (3+ years)]	National Diploma in Civil Engineering (NQF 6) ^{note 2}	Minimum 3 years post-qualification experience in traffic engineering	Less complex traffic engineering investigations, analysis & design.	-
1.4bii	Assistant Specialist [Tpt. Infrastructure Technician (3+ years)]	National Diploma in Civil Engineering (NQF 6) ^{note 2}	Minimum total of 3 years post qualification experience including: - 2 years in transport infrastructure engineering - 1 year construction supervision	Less complex Transport infrastructure engineering investigations, analysis, design & construction supervision.	40

NOTES APPLICABLE TO C.2.1.4.2(a) - TABLE OF KEY PERSONNEL –

Note 1) The person identified as **Project leader** shall be the Employer's single point of contact for the duration of the contract, even if the Service Provider elects to submit tenders for two regions.

Note 2) NQF level descriptor is based on the Revised Higher Education Qualification Sub framework as published in the Government Gazette on 2 August 2013. See C3.2, Annex 5 for the NQF descriptors.

Note 3) For Definitions: Related to Relevant Experience, see C3.2 - Annexes (Annex 3)

Note 4) For names & details of Key Personnel tendered, see C3.2 – Annexes (Annex 6)

15. PERSONNEL OTHER THAN KEY PERSONNEL

- a) In addition to the key personnel the Service Provider shall provide staff to fulfil the roles listed in Table C.2.1.4.2(c) below. The Service Provider shall furthermore ensure that it maintains in its permanent employment suitably qualified staff to satisfy these roles for the full duration of the contract. The staff per Table C.2.1.4.2(c) shall be utilised by the Service Provider to perform the services as outlined in Volume 3, C3.1 – Scope of work.
- b) The requirements of C3.1, clause 14, sub-clauses 14.2 to 14.8 as well as sub-clauses 14.8 to 14.13 shall apply to the roles defined in Table C.2.1.4.2(c). The requirements of sub-clause 14.11 (with respect to minimum availability) shall equally apply to staff fulfilling the roles defined in Table C.2.1.4.2(c) below.

Table C.2.1.4.2(c)

Item #	Category / Role	Qualification / Professional Registration Requirements (see note)	Responsibilities	Minimum Availability (Hours per Week per Region)
1.3c	Secondary Specialist [Engineer/Technologist (0-3 years)]	Bachelor's degree or NHD in Civil Engineering (NQF 7)	Traffic engineering investigations, analysis, design. Transport infrastructure investigations & design.	20
1.4c	Assistant Specialist [Technician (0-3 years)]	National Diploma in Civil Engineering (NQF 6)	Less complex traffic engineering investigations, analysis & design. Less complex Transport infrastructure investigations & design.	40

Note : NQF level descriptor is based on the Revised Higher Education Qualification Sub framework as published in the Government Gazette on 2 August 2013. See C3.2, Annex 5 for the NQF descriptors.

- c) In addition to the key personnel the Service Provider shall as the exigencies of the contract require, provide the additional staff listed in Table C.2.1.4.2(d) below:

Table C.2.1.4.2(d)

Item #	Role	Qualifications	Relevant Experience
1.5a	GIS Operator	NQF 6 qualification in geographic information systems see note1	Minimum five (5) years of verifiable post qualification experience in the referencing, compilation, analysis, management and dissemination of appropriate spatial data.
1.5b	CAD Operator	Grade 12 and subsequent CAD course	Minimum 3 years post qualification CAD experience
	Role	Number of staff	Qualification / Relevant Experience
1.6	In-service Trainee (Student)	Complete schedule 18	Successfully completed minimum 6 months study in Civil Engineering - at minimum NQF6 level
1.7	Traffic Surveyor	Minimum 20 staff	n/a
1.8	Administrative Assistant	Grade 12 or equivalent	Minimum 3 years Administrative Experience.

Note 1) NQF level descriptor is based on the Revised Higher Education Qualification Sub framework as published in the Government Gazette on 2 August 2013. See Annex 5 for the NQF descriptors.

Service Providers shall provide details of staff which would fulfil the roles defined in Table C.2.1.4.2(d) under SCHEDULE 18: PERSONNEL OTHER THAN KEY PERSONNEL (see Annex 7).

16. SUPPORT RESOURCES

The Service Provider shall ensure that his staff have access to the following reference documents for the full contract duration (per SCHEDULE 12: SUPPORT RESOURCES):

- SADC RTSM (May 2012 / subsequent updates)
- SARTSM (May 2012 / subsequent updates)
- SA Road Safety Manual
- Latest version of HCM

17. MANAGEMENT MEETINGS

17.1 Management Meetings

The Service Provider shall attend meetings with the Employer in respect of this project as and when required, as called upon by the Employer to do so (typically monthly). The Service Provider shall be represented at these meetings by at least one of the senior key personnel. The Service Provider shall record and distribute any meeting notes as required and approved by the Employer. Where formal minutes are required to be kept, these must be signed by the Employer once agreed.

17.2 Community/Stakeholder Meetings

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

17.3 Supply Chain Management (SCM) Committee Meetings

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

17.4 Site/Technical Meetings

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

17.5 Ad-hoc Meetings

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

17.6 General

The Service Provider shall be represented at all meetings by at least one of the senior key personnel. 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 (relevant Item/s under section 1: C2.2 Schedule of Rates).

18. CLAIMS FOR PAYMENT

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

Claims in respect of work undertaken for the various Departments / Branches shall be submitted separately and approved by the representative of each branch prior to payment.

The rates, sums and prices shall include the preparation of invoices in a format to the satisfaction of the Employer. The format and level of detail provided in any invoicing shall be to the Employer's satisfaction, who may issue templates or further requirements in this regard.

Monthly invoices for work undertaken shall include a fully detailed schedule of the number of hours of work performed by each category of personnel per each specific task/ works project, as well as a schedule of the specific tasks performed, along with the start and end dates of each task and the

Employer's unique project number for each task. Each invoice shall also contain an indication of cumulative spend for each of the Employer's financial years. The Service Provider shall furthermore comply with any additional information requirements that may be imposed by the National Treasury and/or the Employer in this regard.

19.

EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider which inhibits the achievement of the internal response times defined in Table 7.3.a.

20.

TRADE NAMES OR PROPRIETARY PRODUCTS

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

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT DEPARTMENT

CONTRACT NO. 288C/2021/22

PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

C3.2 Annexes

Annex 1: B-BEEE Sub-Contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

Annex 3: Definitions

Annex 4: List of relevant reference documents / standards

Annex 5: NQF Descriptors

Annex 6: SCHEDULE 11 – KEY PERSONNEL

Annex 7: SCHEDULE 18: PERSONNEL OTHER THAN KEY PERSONNEL

Annex 8: SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

288C/2021/22 : PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

CONTRACTOR (SERVICE PROVIDER):

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

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

R

B-BBEE Status Level of Prime Contractor

Name of Sub-contractor
(list all Sub-contractors)

B-BBEE Status Level of
Sub-contractor¹

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*

%

Signatures

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

Verified by Employer's
Representative:

Date:

Date:

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

288C/2021/22 : PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING & MANAGEMENT

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	Total value of JV partner's contribution (excl. VAT) ¹	Value of JV partner's contribution to date (excl. VAT) ¹	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:

ANNEX 3

Definitions: Related to Relevant Experience

Term to be defined	Definition or Description of term:
Project Leadership	A project leader is a professional who leads people and makes sure a project is timeously carried through to completion. The project leader engages the team, motivating them, taking care of their needs and maintaining a friendly and productive work environment - Keeping the team focused on the project and moving toward to reach its goal The responsibilities of a project leader include the following: • Central point of contact for Employer – co-ordinating communication between Employer and Service Provider • setting the expectations for their team members. • set the direction for their team during project work. • act as a problem solver in a project. • conflict resolution. • team performance. • team building • ensure the team does not stray from the Employer's goal/s - responsible to bring the team back on track.
Traffic Engineering	1) Traffic engineering is a branch of civil engineering that uses engineering techniques to achieve the safe and efficient movement of people and goods on roadways. It focuses mainly on research for safe and efficient traffic flow, such as road geometry, sidewalks and pedestrian crossings, cycling infrastructure, traffic signs, road markings and traffic signals. Traffic engineering deals with the functional part of transportation system, except the infrastructure provided. Typical traffic engineering projects involve designing traffic control device installations and modifications, including traffic signals, signs, and pavement markings. Traffic engineers also consider traffic safety by investigating locations with high crash rates and developing countermeasures to reduce crashes. Traffic flow management can be short-term (preparing construction traffic control plans, including detour plans for pedestrian and vehicular traffic) or long-term (estimating the impacts of proposed commercial/residential developments on traffic patterns). Safety engineering is a branch of traffic engineering that deals with reducing the frequency and severity of crashes. It uses physics and vehicle dynamics, as well as road user psychology and human factors engineering, to reduce the influence of factors that contribute to crashes. Exclusions: Enumerators, primarily involved with the conducting of vehicular and pedestrian counts, but without having done the detailed analysis of same, would not be deemed to be sufficiently relevant experience to meet the analytical Traffic Engineering related requirements of this contract. Similarly, a geometric designer or site agent which has dabbled with low complexity traffic accommodation plans which are typically cut and paste from SARTSM, would not be deemed to have sufficient relevant experience to be regarded as suitable for a role requiring Traffic Engineering experience.
Transport Infrastructure Engineering	Primarily involved with the geometric design (see definition below) of transport infrastructure systems (Roads etc.) that are safe and sustainable. Exclusions: For the purpose of this contract, the design of wet services would not deemed to be relevant experience. Specialised fields such as structural engineering and bridge construction would also be deemed to fall outside of the scope of work relevant to this contract.

Term to be defined	Definition or Description of term:
Geometric Design of Roads	The geometric design of roads is the branch of highway engineering concerned with the positioning of the physical elements of the roadway according to standards and constraints. The basic objectives in geometric design are to optimize efficiency and safety while minimizing cost and environmental damage. Geometric design also affects "liveability", which is defined as designing roads to foster broader community goals, including providing access to employment, schools, businesses and residences, accommodate a range of travel modes such as walking, bicycling, transit, and motor vehicles, and minimizing fuel use, emissions and environmental damage. Geometric roadway design can be broken into three main parts: alignment, profile, and cross-section. Combined, they provide a three-dimensional layout for a roadway. Abovementioned would include the consideration of various road safety-related factors such as the various sight distance requirements per relevant standards.
Procurement	The preparation of Bills of Quantities and tender documentation, involvement in the adjudication of tenders and the preparation of tender reports.
Construction supervision	Site supervision, including: quality control, measurement of works, the processing of payment certificates, holding meetings with contractor & client and the preparation of minutes related thereto. Could include the preparation of basic Traffic Accommodation plans.
Relevant experience:	Refers to knowledge or skill gained via tasks and duties undertaken previously, which substantially comply with abovementioned definitions, at an appropriate level of responsibility, and for the combined (non-overlapping) durations specified in this contract. Evidence of the existence of prerequisite knowledge needed for the role/s in terms of this contract would therefore need to be presented.

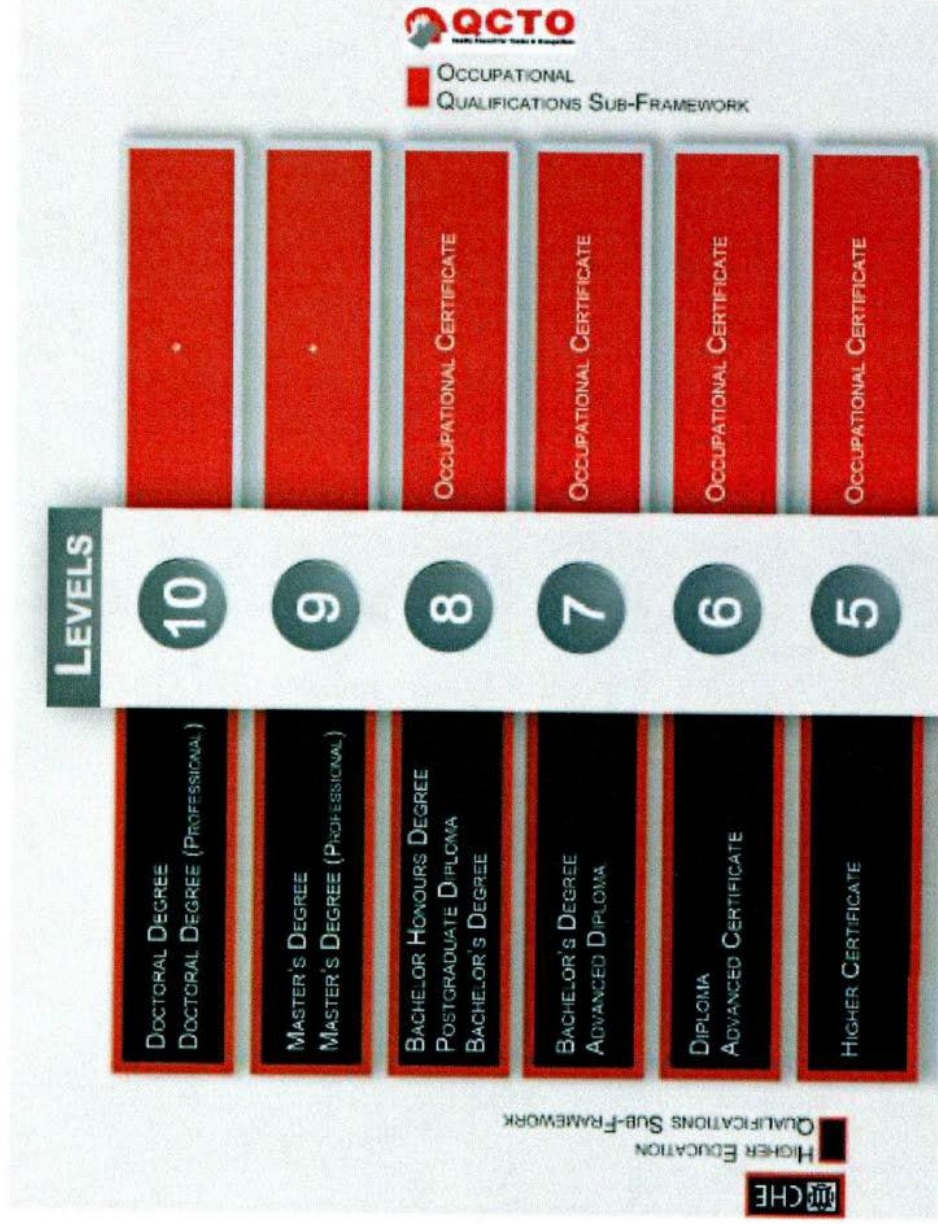
ANNEX 4 List of relevant reference documents / standards

Reference documents include, but are not limited to:

1. Highway Capacity Manual (HCM – 2000 or 2010)
2. Southern African Development Communities: Road Traffic Signs Manual (SADC RTSM – May 2012)
3. Southern African Road Traffic Signs Manual (SARTSM – May 2012)
4. South African Road Safety Manual
5. All relevant urban transport guidelines as issued by the National Department of Transport, including TRH series
6. City of Cape Town Parking Policy
7. City of Cape Town Non-Motorized Transport Policy and Implementation Plan
8. Road Classification Criteria
9. City of Cape Town Comprehensive Integrated Transport Plan
10. City of Cape Town Traffic Calming Policy (January 2016)
11. MyCiTi Signal Warrants for Pedestrian Crossings - Based on New Zealand (NZ) warrants which considers PLOS (Pedestrian Level of Service)

Note: where updates to any of the abovementioned documents are/ become available, the latest version thereof is to be used, unless specifically advised otherwise by the Employer.

ANNEX 5 NQF Descriptors



Annex 6: SCHEDULE 11 – KEY PERSONNEL

SCHEDULE 11: KEY PERSONNEL

Item #	Key Personnel Category/Role	NAME/S OF PERSONNEL ALLOCATED	QUALIFICATIONS	ECSA REGISTRATION NO. (where applicable)	NO. OF YEARS SPECIFIED EXPERIENCE
1.1	Project Leader (Director):				30
1.2a	Primary Specialist- Traffic Engineer (Associate):				25
1.2b	Primary Specialist - Transport (Tpt.) [Infrastructure Engineer (Associate):				12
1.3ai	Secondary Specialist [Senior Traffic Engineer (5+ years)]:				10
1.3aii	Secondary Specialist [Senior Tpt. Infrastructure Engineer (5+ years)]:				34
1.3bi	Secondary Specialist [Traffic Engineer/Technologist (3+ years)]:				14
1.3bii	Secondary Specialist Tpt. Infrastructure Engineer/Technologist (3+ years)]:				9
1.4ai	Assistant Specialist [Traffic Eng. Technician (5+ years)]:				5
1.4.aii	Assistant Specialist [Tpt. Infrastructure Technician (5+ years)]:				5.5
1.4.iii	Assistant Specialist [Tpt. Infrastructure Technician (5+ years)]:				9
1.4bi	Assistant Specialist [Traffic Eng. Technician (3+ years)]				8
1.4bi	Assistant Specialist [Traffic Eng. Technician (3+ years)]				7
1.4bi	Assistant Specialist [Traffic Eng. Technician (3+ years)]				5
1.4bi	Assistant Specialist [Traffic Eng. Technician (3+ years)]				12
1.4bi	Assistant Specialist [Traffic Eng. Technician (3+ years)]				3.5
1.4bii	Assistant Specialist [Tpt. Infrastructure Technician (3+ years)]				6
1.4bii	Assistant Specialist [Tpt. Infrastructure Technician (3+ years)]				5

Annex 7: SCHEDULE 18: PERSONNEL OTHER THAN KEY PERSONNEL

Item #	NAME	ROLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
1.5a		GIS Operator	BScHons. Geoinformatics BSc Meteorology	9
1.5b		CAD Operator	N2 (Civil Eng), N3 (Civil Eng) & N4 (Mathematics subject)	5
1.8		Administrative Assistant	ND. Business Management	10

Item #	ROLE	NO. OF SURVEYORS AVAILABLE	Available for use throughout the contract? (Yes/No)
1.6	<u>In-service Trainee</u> [student]	Indicate number of students to be used.....	Students will be employed on an "as-needed" basis and will depend on the type of work, the frequency and extent of studies and the City's budget. They will be employed in consultation with the Client.
1.7	Traffic Surveyor	20 (twenty)	Yes

Item #	Category / Role	Qualification / Professional Registration Requirements (see note)	Responsibilities	Available for use throughout the contract? (Yes/No)
1.3c	Secondary Specialist (Engineer Technologist(0-3years))	Bachelor's degree or NHD in Civil Engineering (NQF 7)	Traffic engineering investigations, analysis, design. Transport infrastructure investigations & design.	Yes
1.4c	Assistant Specialist (Technician (0-3years))	National Diploma in Civil Engineering (NQF 6)	Less complex traffic engineering investigations, analysis & design. Less complex transport infrastructure investigations & design.	Yes

Item #	NAME	TITLE & JOB DESCRIPTION	QUALIFICATIONS	RELEVANT Experience (years)	ESTIMATED PERIOD OF ENGAGEMENT (WEEKS)
		Senior Transport Planner: ITPs, public transport planning, policy development			
		Senior Electrical Engineer: Design, contract administration			
		Associate Electronic Engineer: Design, contract administration			
		Transport planner: ITPs, public transport planning, NMT planning, analyses, policy development			

Annex 8: SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

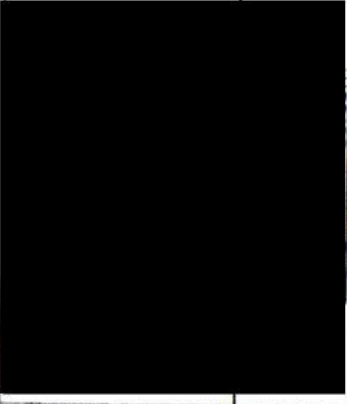
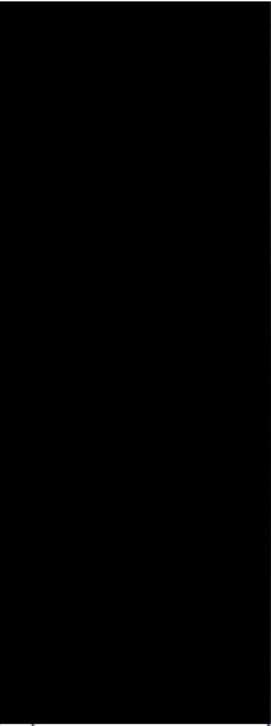
We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

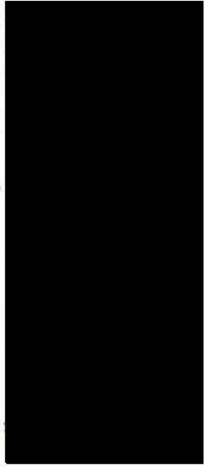
SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)
	Services [REDACTED] in category 1.4. b ii	Unknown at This stage.
	Services in category 1.4 a ii	Unknown at This stage.

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

SIGNED ON BEHALF OF TENDERER:

			
		Enquiries :	
		Date:	09 May 2022

Innovative Transport Solutions (Pty) Ltd



To whom it may concern,

RE: Letter of Commitment

TENDER NO: 288C/2021/22

**PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING,
PLANNING AND MANAGEMENT**

Thank you for approaching  to form part of the team to bid on the abovementioned Tender.

We hereby confirm our willingness and that we have the required qualified personnel and resources to service the tender. We will undertake the necessary work on behalf of the tenderer, Innovative Transport Solutions (Pty) Ltd in the discipline as **TRANSPORT TECHNICIAN**.

In the event of contract award to Innovative Transport Solutions (Pty) Ltd, we will enter into a formal agreement containing the detail of this relationship.

Please do not hesitate to contact us should you have any queries.

Yours Faithfully


For and on behalf of 



[REDACTED]

09 May 2022

Innovative Transport Solutions (Pty) Ltd
[REDACTED]

To whom it may concern,

RE: Letter of Commitment

TENDER NO: 288C/2021/22

**PROVISION OF PROFESSIONAL SERVICES: TRANSPORT ENGINEERING, PLANNING
AND MANAGEMENT**

Thank you for approaching [REDACTED] to form part of the team to bid on the
abovementioned Tender.

I will undertake the necessary work on behalf of the tenderer, Innovative Transport Solutions
(Pty) Ltd, should their bid be successful.

In the event of contract award to Innovative Transport Solutions (Pty) Ltd, we will enter into a
formal agreement containing the detail of this relationship.

Please do not hesitate to contact us should you have any queries.

Yours Faithfully
[REDACTED]

Part C4: Site Information

Pages

C4.1	Map : Geographical Boundaries of Regions.....	76
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Contract

75

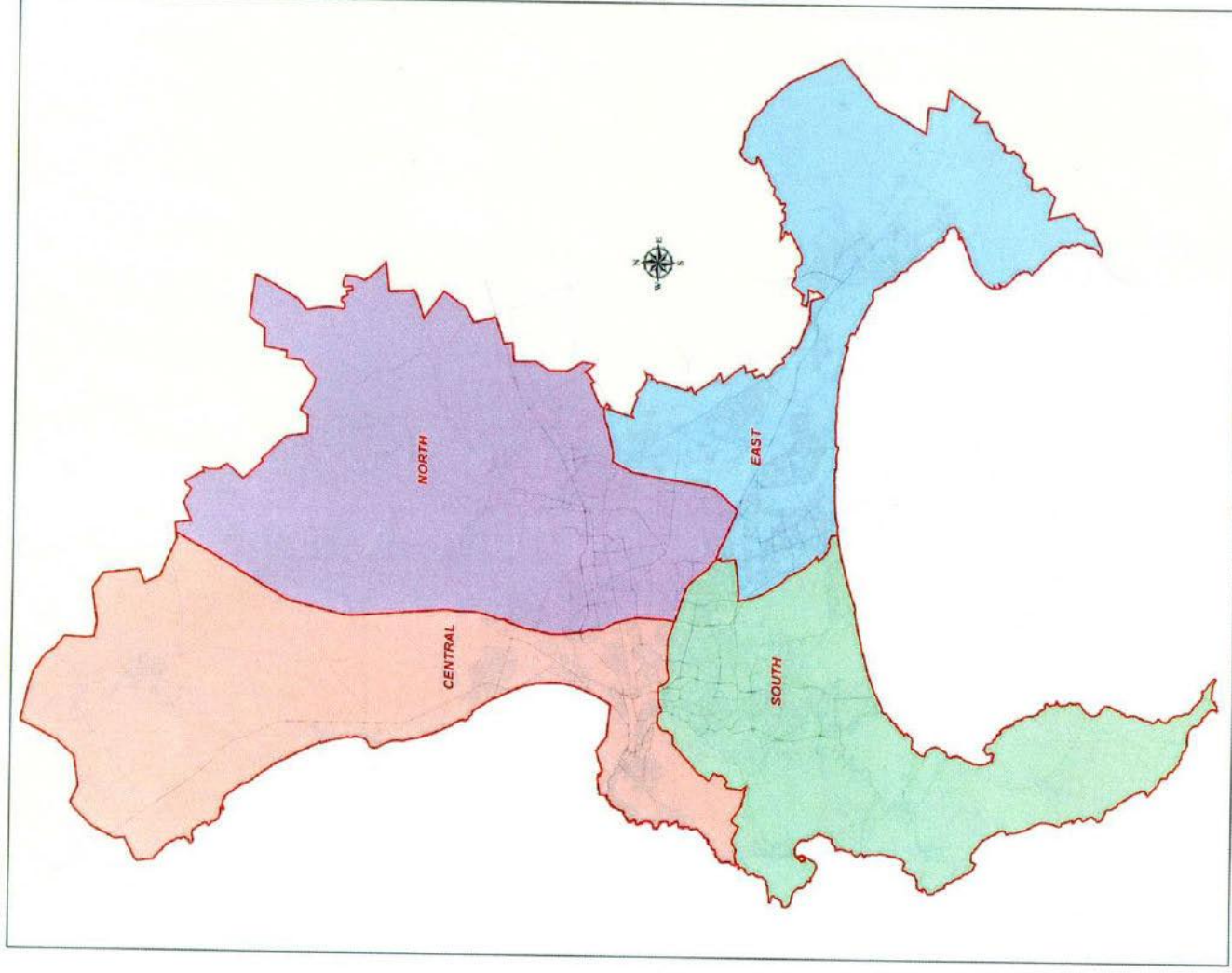
Part C4: Site Information

Reference No. 288C/2021/22

C4

Site Information

Appendix C4.1



Map Showing Geographical Boundaries of Regions