



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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MEMORANDUM OF AGREEMENT

FOR THE

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL
SERVICES: INTEGRATED TRANSPORT PLANNING

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

[REDACTED]

[REDACTED]

CONTRACT NO: 349C/2020/21

PREAMBLE

WHEREAS Tender 349C/2021/22 was awarded to [REDACTED]

[REDACTED] as follows:

CATEGORY	RECOMMENDED TENDERER:	ALTERNATIVE TENDERER
1		
2		
4		
5		

in line with the SCM- Bid Adjudication Committee resolution **SCMB 55/06/22** dated **13 June 2022** for the **FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING**, for the period of no longer than 60 (sixty) months from date of commencement.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the Standard Professional Services Contract, July 2009, 3rd Edition of CIDB document 1015 ("**CIDB**") read with the Contract Specific Data ("**CSD**") annexed hereto marked "PART 2: **CONTRACT SPECIFIC DATA**."

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

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

2000, as amended ("**the City**"), herein represented by the **Director: Transport Planning and Network Management** and duly authorised hereto;

- 1.2. [REDACTED] 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] capacity as **Director**

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

2. **INTERPRETATION**

- 2.1. In the event of any conflict between the provisions of this Contract, the CIDB and any 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:

- 1.1.1. first, the terms and conditions of the CSD;
- 1.1.2. second, the terms and conditions of the CIDB;
- 1.1.3. third, Parts and schedules to this Contract; and
- 1.1.4. fourth, any other documents incorporated by reference.

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

3. **APPOINTMENT AND DURATION**

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

- 3.2. Unless terminated earlier in accordance with the provisions as set out in the CIDB or any other provision in terms of this Contract, this Contract shall commence on Commencement date for a period of no longer than 60 months.

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

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

5. **OBLIGATIONS OF THE CITY**

- 5.1. The City undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Works (Part 5), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.

The City shall monitor and evaluate the Contractor's performance in respect of the Scope of Works (PART5).

6. **OBLIGATIONS OF THE CONTRACTOR**

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the City as set out in PART5: Scope of Works.
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the City.
- 6.3. The Contractor shall perform the Works in accordance with the requirements and specifications set out in this Agreement and using the standard of reasonable skill and care to be expected of a Contractor.

6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-Contractors and Contractors comply with this Contract and all applicable Laws in the execution of the Works.

6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the City's reputation and goodwill.

7. PRICING SCHEDULE

7.1. The Contract Price for the Works shall be as set out in PART4: Pricing Data.

7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

DETAILS OF THE TENDERER

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 349C/2020/21

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise: [REDACTED]

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

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

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

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

Section 5: Particulars of companies and close corporations

Company registration number: [REDACTED]

Close corporation number: *N/A*

Tax reference number: [REDACTED]

Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? ☒ Yes ☐ No
If yes, enclose proof

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

Questionnaire to Bidding Foreign Suppliers

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

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

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

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

e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes	☐ No
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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 1 : AGREEMENTS

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 349C/2020/21

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING

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 349C/2020/21: FRAMEWORK TENDER FOR PROVISION OF PROFESSIONAL SERVICES: TRANSPORT PLANNING

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

For official use.

INITIALS OF CITY OFFICIALS AT TENDER
OPENING

2.

3.

**CONTRACT 349C/2020/21: FRAMEWORK TENDER FOR THE PROVISION OF
PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING**

ACCEPTANCE (TO BE FILLED IN BY THE CITY)

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

The terms of the contract are contained in:

- Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 3 above;
- Part 1: Agreements and contract data (which includes this framework agreement)
- Part 2: Special Conditions to Contract
- Part 3: General Conditions of Contract
- Part 4: Pricing Schedules
- Part 5: Scope of Work
- Part 6: Occupational Health and Safety Agreement
- Part 7: Schedule of Sub-Contractors
- Part 8: Additional Specialists (other than Key Personnel)
- Part 9: Key Personnel

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

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

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

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

**CONTRACT 349C/2020/21: FRAMEWORK TENDER FOR THE PROVISION OF
PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING**

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	[REDACTED]
Business Registration	N/A	[REDACTED]
Tax number (VAT)	[REDACTED]	[REDACTED]
Physical Address	Tower Block, Civic Centre, 12 Hertzog Boulevard Cape Town 8001	[REDACTED]
Accepted contract sum including tax	As contained in PART 4, herein.	As contained in PART 4, herein.
Accepted contract duration	no longer than 60 months from date of commencement.	no longer than 60 months from date of commencement.
Signed – who by signature hereto warrants authority	[REDACTED]	[REDACTED]
Name of signatory	[REDACTED]	[REDACTED]
Signed: Date	[REDACTED]	[REDACTED]
Signed: Location	[REDACTED]	[REDACTED]
Signed: Witness	[REDACTED]	[REDACTED]
Name of Witness	[REDACTED]	[REDACTED]



FORM OF OFFER AND ACCEPTANCE (Continued)

CONTRACT 349C/2020/21: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

Notes:

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

1 Subject **CLARIFICATION NOTICE 1- DATED 2 JUNE 2021- TENDER NO: 349C/2020/21: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING**

2 Subject **CLARIFICATION NOTICE 2- DATED 17 JUNE 2021- TENDER NO: 349C/2020/21: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING**

3 Subject **CLARIFICATION NOTICE 3- DATED 24 JUNE 2021- TENDER NO: 349C/2020/21: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING**

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

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

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

PART 2: CONTRACT SPECIFIC DATA

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

The Employer's objective is to procure the services of Consultants with the necessary expertise from the date of commencement of contract for a period not exceeding 5 (five) years to assist in the various tasks as described in the Scope of Works. Some of the tasks that need to be undertaken have already been identified and are included in the table below as a preliminary programme for the 5-year period. It needs to be noted that the tasks on the list are not exhaustive and that other studies could be added to this list. The employer can also change the tasks on the list if circumstances change, but they are an indication of the period(s) of performance for this service as follows:

Planning Study	Start date	End date	Expected duration of study
Overhaul of the Comprehensive Integrated Transport Plan	1 July 2022	31 December 2023	18 months
Freight Management Strategy update	1 October 2022	30 June 2023	9 months
Inner City Transport Plan – Local Area Transport plan	1 July 2022	30 June 2023	12 months
Non-motorised Transport Framework: Cycling Strategy	1 July 2022	30 June 2023	12 months
Non-motorised Transport Framework: Walking Strategy	1 July 2023	30 June 2024	12 months
Non-motorised Transport Framework: Personal Mobility Strategy	1 July 2024	30 June 2025	12 months
Travel Demand Management Strategy update	1 July 2024	30 June 2025	12 months
Carbon Reduction Study	1 July 2025	30 June 2026	12 months

The typical stages of planning studies and the duration of these stages are included below as the general minimum period(s) of performance for this service(s) as follows:

Project Inception: 6 Weeks after Start Date

Study Status Quo: 16 Weeks after Start Date

Stage 1: Review, analyse and interpret data and documents: 5 Weeks

Stage 2: Draft report and presentation: 2 Weeks
Stage 3: Client comment: 2 Weeks
Stage 4: Finalise document: 1 Week

|AND/OR

Whatever period(s) are agreed between the Employer and the service provider at the start of a works project should be adhered to provided that the period for the work shall not exceed 60 months from date of commencement of this contract. |

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

The project is the **FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING** |

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

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

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

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

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

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

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

Add the following definition:

Intellectual Property

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

Clause 3

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

Add the following after clause 3.1

Clause 3.2

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

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

The address for receipt of communications is:

Telephone:

E-mail:

Postal Address: PO Box 298

Physical Address: CAPE TOWN
8001
Tower Block
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8000

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

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

Clause 3.9.1:

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

Replace clause 3.12.1 with the following:

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

Clause 3.12.2

Replace Clause 3.12.2 with the following:

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

Clause 3.13.1

Replace Clause 3.13.1 with the following:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

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

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

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

rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.

- (e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R30 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993. []

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

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

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

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

Clause 9:

Delete the clause and replace with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

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

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clause 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Clause 16: Protection of Personal Information

- 16.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 16.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- 16.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- 16.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 16.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.
- 16.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 16.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard

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.

ANNEXURE A: INSURANCE BROKER'S WARRANTY

Pro Forma

Logo

Letterhead of Contractor's Insurance Broker

Date

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

Dear Sir

CONTRACT NO.: 349C/2020/21

CONTRACT TITLE: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL
SERVICES: INTEGRATED TRANSPORT PLANNING

NAME OF CONTRACTOR

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

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

Yours faithfully

Signed:

For: _____

PART 3: GENERAL CONDITIONS OF CONTRACT

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING AND NETWORK MANAGEMENT

CONTRACT NO. 349C/2020/21

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

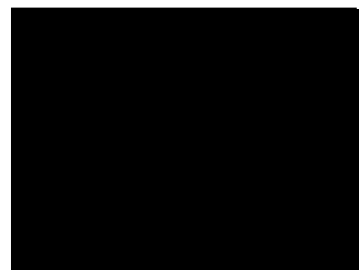
The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract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

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

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

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

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



PART 4: PRICING SCHEDULE

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule 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.

Recoverable expenses: Expenses actually incurred by the Service Provider directly in regard to the delivery of the Services or as otherwise approved by the Project Manager, other than those excluded in par 15 of this Part 2.1.

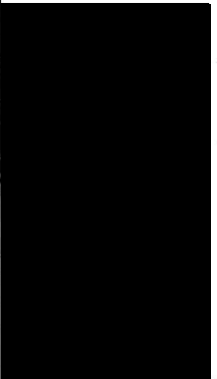
Percentage Fee: The tendered fee for a service, the extent of which is described in Part 2.2 Schedule of Rates as read with the Scope of Work, expressed as a percentage of the value or part thereof that the Service Provider may claim.

3. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, 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 Activity Schedule. 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 Activity Schedule. 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. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).

8. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
9. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule 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 kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.30/km (excluding VAT).
13. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
14. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.

Category5: Sustainable Transport Services

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

Item No.	Activity Description	Unit	Rate (R/hr) excluding VAT
1.1	Provide time-based professional services on the instruction from the Employer in respect of services required as described in the Scope of Work; <u>KEY PERSONNEL:</u>		
	Category 5 – Sustainable Transport Services		
	5.1 Sustainable Transport Planner	hr	
	5.2 Environmental Science Specialist	hr	
	5.3 Atmospheric Science Specialist	hr	
	5.4 Senior Researcher	hr	
	5.5 GIS Technician	hr	

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

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

Item No. 3: Additional Advisory Multidisciplinary Services

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

Tender
Part T2: Returnable Documents
Reference No. 349C/2020/21

46b

T2.2
Returnable Schedules

PART 5: SCOPE OF WORK

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING AND NETWORK MANAGEMENT

CONTRACT NO. 349C/2020/21

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED
TRANSPORT PLANNING

INTRODUCTION

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

In terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, such services must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced professionals for a five year contract under **TENDER NO. 349C/2020/21 FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING**, which will be evaluated using a financial offer and preferences based system as described in the Tender Data.

The works envisaged to be performed resulting from this tender would be related to Transport Planning, Freight Transport Planning, Sustainable Transport Planning and Non-motorised Transport Planning.

This is a Framework tender and the intention of the employer is to use the successful service provider on an ad-hoc basis as and when required. The successful appointment under this contract does not guarantee any amount of work to be executed hereunder.

As this project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

The description of the Scope of Works is merely an outline of the Contract Works and shall not limit the work to be carried out by the vendor under this Contract. Descriptions of some of the major items are given in this section and each type of work to be carried out in accordance with the Contract Documents is included in the Activity Schedule.

Please note: Tenderers can tender for only 1 (one) category or for more than one category provided that the expertise required in all the categories that is tendered for is in the permanent employ of the company tendering. Alternatively, a signed undertaking from a specialist consultant / firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the schedule titled **Key Personnel**, Part T2.2: Returnable Schedules. In this case the same tenderer could be awarded more than 1 (one) category.

The Service Provider must complete the returnable schedule C2.3 Professional Service Category of Preference Schedule and indicate the category of service being tendered for. If more than one category is tendered for please indicate your order of preference that you want to tender for with no. 1 as your first choice and no. 5 as your last choice. Categories which are not tendered for can be marked as not applicable (N/A).

If the tenderer has nominated resources which can perform professional services required in multiple categories, it is acceptable for a common resource to be used across categories provided they have the relevant competencies in each category for which they are nominated. E.g. transport planner can be common to both Category 2 and 3 provided that they have the competencies for both categories. The employer reserves the right to award only a portion of this tender.]

2. BACKGROUND

The Employer requires, through this tender, additional resources and skilled service providers in support of its Integrated Transport Planning Unit, which is responsible for strategic transport planning for the City of Cape Town.

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

- Integrated Development Plan 2017-2022
- Municipal Spatial Development Framework (2018)
- NLTA (National Land Transport Act, 2009 (No. 5 of 2009) (NLTA)
- Minimum Requirements for CITPs (2016)
- Comprehensive Integrated Transport Plan (CITP) (2018 - 2023)
- Comprehensive Integrated Transport Plan (CITP) (2018-2023) 2019 Annual Update
- Comprehensive Integrated Transport Plan (CITP) (2018-2023) 2020 Annual Update
- Transit Oriented Development Strategic Framework 2016
- Freight Management Strategy 2016
- Congestion Management Strategy for Cape Town
- Parking Policy 2020
- Operating License Strategy 2013
- Operating Licensing Plan 2018-2023
- Universal Access Policy 2014
- Cycling Strategy 2017
- Non-Motorised Strategy Volume 1
- Non-Motorised Strategy Volume 2
- Transport Development Index 2015
- Urban Development Index 2019

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

Definitions:

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

“strategic transport planning” means high-level planning involving the direction-setting objectives as identified in the Comprehensive Integrated Transport Plan (CITP).

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

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

3. EMPLOYER'S OBJECTIVE

The Employer's objective is to procure the services of Consultants with the necessary expertise for a period of five years (until 30 June 2027) to assist in the various tasks inclusive and related to the following:

- To assist with the preparation of the Comprehensive Integrated Transport Plan (CITP) and its annual reviews
- Development and update of an Operating License Strategy
- Development and update of an Operating License Plan

- Update of the Freight Management Strategy
- Transport Policy development
- Local Area Transport Plans
- Non-motorised plan development
- Universal access plan development
- Update of the Transit Oriented Strategic Framework and related implementation actions and element thereof.
- Assistance with transport research and development
- The development of norms and standards related to the operationalisation of the CIP and its sector plans
- The development of norms and standards related to transport impact and development control.

In order to meet this objective the Employer seeks to increase its capacity to undertake integrated transport planning. Appropriate professional support is therefore sought through this tender.

4. DESCRIPTION OF SERVICES REQUIRED

The Service Providers are required to provide specialist consulting services in the following categories:

Category 1 – Project Lead and Project Management / Administration Functions

Category 2 – Strategic Transport Planning Services

Category 3 – Freight Transport Planning Services

Category 4 – Non-motorised and Universal Access design Services

Category 5 – Sustainable Transport Planning Services

Category 1 – Project Lead and Project Management / Administration Functions

Theme	Examples of possible Planning Studies	Tasks Required
Project Lead and Project Management / Administration Functions	The Project Lead team should have completed transport planning studies which could include some of the following elements • Integrated Transport Plans • Public Transport Plans • Congestion Management Planning • Urban Development Index update • Travel Demand Management projects • Parking policies / Strategies • Freight Management Strategies • Local Area Transport plans • Non-motorised transport projects • Sustainable Transport Projects	• Leading multidisciplinary teams in the development of strategic planning projects including integrated transport plans • Ensuring the tracking and completion of the project administration tasks which includes: programming, invoicing, tracking of the budget availability and ensuring all the relevant project administration tasks are fulfilled • Packaging of the final report which includes copy-editing, visualisation and maps

Category 2 – Strategic Transport Planning Services

Theme	Examples of possible Planning Studies	Tasks Required
COMPREHENSIVE INTEGRATED TRANSPORT PLAN	The CIP include some of the following elements • Transport Register • Public Transport Plan • Operating License Plan • Congestion Management Planning • Urban Development Index update • Travel Demand Management • Action Plan matrix and prioritisation	• Producing the Transport Register which include obtaining and presenting the status quo of the transport system in Cape Town from available data in accordance with the Minimum requirements for CIPs 2016 • Needs assessment for transport in Cape Town based on the status quo Transport Register and Strategic Informants • Update on the Public Transport Plan • Update on the Operating License Plan • Project identification and Implementation • Transport Action Plan development and

Category 2 – Strategic Transport Planning Services		
Theme	Examples of possible Planning Studies	Tasks Required
		- updates as well as development of a Transport Project prioritisation matrix - Drafting of Final Report
STATUTORY PUBLIC TRANSPORT PLANNING	- Operating License Strategy - Long Distance Public Transport Plan - Public Transport Integration Plan with neighbouring municipalities	- Status Quo analysis which could include data analysis - Possible surveys and data collection - Data analysis - Streamlining of Public Transport operating license processes - System design - Drafting report
STRATEGY, POLICY DEVELOPMENT AND UPDATES	- Parking Policy - Travel Demand Policy - Policy for e-hailing services - Policy development requirements as required by the employer	- Research (international and local precedent; theory) - Data collection and analysis (i.e. evidence) (access to “new generation” data sources) - Policy development skills (include Monitoring & Evaluation) - Professional report writing skills - Concept design skills (to illustrate policy actions)
LOCAL AREA TRANSPORT PLANS	- Far South Transport Plan - Central City Transport Plan - Northern Transport Plan	- Data collection and analysis (may include some primary data) - Modelling based on land use - Land use planning - Drafting of report - GIS and concept design
TRANSIT ORIENTED DEVELOPMENT STRATEGY	- Update of the TOD Strategic Framework - Development of action plan items in the TOD Strategic Framework	- Review the existing TOD Strategic Framework and identify elements for updating - Evaluate and report on progress made on implementing TOD - using the UDI as one of the measures - Identify further studies that need to be done
RESEARCH AND DEVELOPMENT	- Planning in uncertain times - Scenario planning studies - Foresight and innovation in transport studies - Leverage data and mapping applications to improve integration of informal transportation systems - Transport Futures related research: trends and disruptions	- Conducting detailed research making use of a number of sources and avenues to access the most reliable and relevant information - Data collection, including focus groups, interviews etc. - Analysis, critical review and synthesis of above information and data - Developing an applying most relevant and through research methodology to ensure the integrity of findings - Conduct pilot studies - Preparing and delivering presentations and detailed reports. Excellent report writing ability is critical. The reports must be able to relay the research in a detailed and thorough manner while still being accessible to a non – expert.

Category 3 – Freight Management Planning Services		
Theme	Examples of possible Planning Studies	Tasks Required
FREIGHT MANAGEMENT STRATEGY	- Freight Management Strategy - Freight modelling	- Update of the City's Freight Management Strategy - Undertake work as defined in the Freight Management Strategy Implementation Plan - Define and produce Freight route maps For various Freight categories
CITY INTEGRATION WITH THE PORT	- Impact of Port growth on the network (congestion) - Calculation of freight tonnages and data analysis on the impact of freight on the network	- Alignment of the Port plans with the City Growth Management strategies and economic strategies. - Optimisation of road-based and rail-based freight in relation of the Port expansion
DANGEROUS GOODS	- User-friendly brochure - Standard Operating Procedure - Develop a database	- Develop a user-friendly brochure available to officials and operators - Develop a series of Standard Operating Procedures (SOPs) that includes: vehicle and operator registration requirements; emergency and incident planning response; route planning and application; protocols with stakeholders - Develop a database of operators and vehicles - Review of protocols with respect to incidents involving dangerous goods
ABNORMAL LOADS	GIS Map	Update of the existing abnormal load route map
OVERLOADING	Study on overloading	- Status quo data collection and analysis on overloading on City roads (using Load Management System data) and other sources - Research on how other City's regulate overloading (international and local precedent; theory) - Cost of overloading - Solutions to regulate overloading (using new generation services) - Drafting of report
INTERMODAL FACILITIES	Study to identify possible inland intermodal facilities and distribution centres including inland port considerations	- Data collection and analysis - Modelling - Land use planning - Drafting of report - GIS and concept design
FREIGHT EMISSIONS AND AIR QUALITY	- Update of the TOD Strategic Framework - Development of action plan items in the TOD Strategic Framework	- Conduct a study with various stakeholders to consolidate a status quo report and agree on an approach on emission standards - Formulate standards and compliance systems and procedures - Explore the option of developing a by-law

Category 3 – Freight Management Planning Services		
Theme	Examples of possible Planning Studies	Tasks Required
RESEARCH AND DEVELOPMENT	- Study on User-Pay principles for Freight Transport - Study to explore technology options in freight to guide the development of adopted options - The optimisation of the road based aspects of port operations in line with relevant port and economic growth strategies	- Conducting detailed research making use of a number of sources and avenues to access the most reliable and relevant information - Data collection, including focus groups, interviews etc. - Analysis, critical review and synthesis of above information and data - Developing an applying most relevant and through research methodology to ensure the integrity of findings - Conduct pilot studies - Preparing and delivering presentations and detailed reports. Excellent report writing ability is critical. The reports must be able to relay the research in a detailed and thorough manner while still being accessible to a non – expert.

Category 4 – Non-motorised and Universal Access Design		
Theme	Examples of possible Planning Studies	Tasks Required
NON MOTORISED TRANSPORT PLAN	NMT Network Plan	- Update of the City's NMT Network Plan - Data analysis - Drafting of report
NON MOTORISED STRATEGY	NMT Strategy	- Update of the City's NMT Strategy - Facilitating workshops - Drafting of report
UNIVERSAL ACCESS	Universal Design Access Plan	Review and update of the Universal Design Access Plan (UDAP) to standardize the long term design requirements across the Integrated Public Transport Network (IPTN) 2032.
CYCLING STRATEGY	- Cycling Strategy - Bicycle Distribution Study - Lessons learned – cycling infrastructure - Study for Bicycle parking at Public Transport facilities - Monitoring and evaluation study	- Review and update of the Cycling Strategy - Studies on the different aspect in the implementation plan of the Cycling Strategy - Status quo data collection and analysis - Drafting of report
FEASIBILITY STUDIES	Feasibility studies	Undertake Feasibility Studies/ analysis of Hotspot locations to determine the required interventions and the locations of pedestrian bridges/ underpasses.
RESEARCH AND DEVELOPMENT	- Benefits of NMT and Cycling - Study to explore technology options for NMT ito data collection, network management etc. - Research for policy development on e-NMT, bike share and future disruptive NMT technology	- Conducting detailed research making use of several sources and avenues to access the most reliable and relevant information - Data collection, including focus groups, interviews etc. - Analysis, critical review and synthesis of above information and data - Developing an applying most relevant and through research methodology to ensure the integrity of findings

Category 4 – Non-motorised and Universal Access Design		
Theme	Examples of possible Planning Studies	Tasks Required
		• Conduct pilot studies • Preparing and delivering presentations and detailed reports. Excellent report writing ability is critical. The reports must be able to relay the research in a detailed and thorough manner while still being accessible to a non – expert.

Category 5 – Sustainable Transport Services		
Theme	Examples of possible Planning Studies	Tasks Required
CARBON REDUCTION STRATEGY	• Carbon Emissions Reduction Strategy	• Develop a strategy to guide the implementation of Transport programmes and projects so that the City can achieve reduction in carbon emissions required by science
ALTERNATIVE FUELS AND VEHICLE TECHNOLOGIES	• Electric vehicle framework • Alternative fuels study	• Development of work related to input to an Electric Vehicle framework • Develop an Alternative Fuels study • Preparing for the transition to procure zero-emission busses from 2025 • Preparing for a major area of the city to be a zero- emission zone by 2030
GREENING TRANSPORT INFRASTRUCTURE	• Studies to improve installation for renewable energy sources for Transport Infrastructure	• Further studies to develop guidelines to reduce its carbon emissions using renewable energy sources.
RESEARCH AND DEVELOPMENT	• Research in climate change strategies for the Transport Sector	• Conducting detailed research making use of several sources and avenues to access the most reliable and relevant information • Data collection, including focus groups, interviews etc. • Analysis, critical review and synthesis of above information and data • Developing an applying most relevant and through research methodology to ensure the integrity of findings • Conduct pilot studies • Preparing and delivering presentations and detailed reports. Excellent report writing ability is critical. The reports must be able to relay the research in a detailed and thorough manner while still being accessible to a non – expert.

5. EXTENT OF THE SERVICES REQUIRED

The services to be provided in terms of this tender are inextricably linked to the Employer's budget for consulting services. All services to be provided and executed shall therefore be programmed in order to make full use of, but not exceed, the budget provision in any given financial year/s.

The work that is to be carried out under the contract is as provided for in the Scope of Works. However, if during the course of the project circumstances are found to differ

from those anticipated, the Employer reserves the right to modify the scope of the work to suit the prevailing circumstances.

Tasks or Work Orders will be raised for each project undertaken by the Employer. Such Tasks or Work Orders will be based on the Scope of Works. An estimated time based quotation shall be submitted by the service provider and accepted by the Employer if in agreement.

The Employer may not require a full team on each project and thus reserves the right to appoint team members individually, for the service required and identified on the Employers Agreement. This Agreement may be amended during the project if the needs for additional services are required.

The services to be provided in terms of this contract are inextricably linked to the Employer's budget, and it should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget allocation, 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.

The service provider should also note that he/she will be precluded from any further downstream work at a later stage that may be related to any specific project that he/she has provided services on under this contract.]

6. USE OF REASONABLE SKILL AND CARE

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

7. BRIEF

7.1 Terms of Reference

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

7.2 Timeframes / Milestones

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

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

The entire duration of the contract, not individual projects or tasks is expected to be 5 years (30 June 2027) from commencement.

7.3 Places for the Performance of Specific Tasks

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

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

7.4 Reporting Requirements

Each of the expected outputs shall be presented by way of a report, a memo, a map or presentation, as required. Final reports shall be submitted in both hard copy and electronic forms. It is anticipated that 5 hard copies of each report will be required.

The project lead will call regular meetings, assumed to be monthly, to which the service provider is expected to attend and present on progress and deliverables. Invoices will be expected monthly with accompanying monthly progress reports.

8. REFERENCE DATA

Not Applicable

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

10. APPROVALS

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

11. PROCUREMENT

11.1 Preferential Procurement

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

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

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

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

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

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

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

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

11.3 Forms for contract administration

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

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

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

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

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

12. FORMAT OF COMMUNICATION

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

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

13. KEY PERSONNEL

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

Category 1 – Project Lead and Project Management / Administration Functions Time-Based Fee for Planning, Studies, Investigations and Assessments		
Professional Services Required	Competencies	Requirements
1.1 Project Leader A Project Leader with at least a Bachelor's degree in civil engineering or B.Tech degree in civil engineering and with: • ECSA registration as Pr.Eng or Pr.Tech Eng • at least 10 (ten) years' verifiable post graduate experience, and a minimum of 3 (three) completed projects, in the relevant role, leading multidisciplinary teams in the development of strategic planning projects within the transport sector including integrated transport plans.	• Provide strategic leadership • Project Management and Coordination of the team • Communication • Risk identification, management and reporting • Writing reports	• The lead for the Service Provider
1.2 Project Manager / Administration A Project Manager with at least a Bachelor's degree and with: • Registered with at least one of the following: Registered Project Manager with SA Council for the Project and Construction Management Professions (SACCMP), or Registered Pr.Eng/Pr. Tech Eng with the Engineering Council of South Africa (ECSA) • At least 5 (five) years' verifiable post graduate experience, and a minimum of 3 (three) completed projects, in the relevant role, providing project management and administration support in the development of strategic planning projects within the transport sector including integrated transport plans.	• Project Management and Coordination • Programme development, monitoring and reporting • Communication • Risk identification, management and reporting • Writing reports	• Assumes the project manager / administration role
1.3 GIS Technician A GIS Technician with at least a Bachelor's degree in geographic information systems, engineering or town planning and with: • Registration as a GIS technician at SAGC (preferable) • At least 5 (five) years of verifiable experience in developing maps for transport planning purposes. A minimum of 3 (three) completed projects in the relevant role.	• Integrated transport planning	• Development of GIS maps for reports

Category 2 – Strategic Transport Planning Services
Time-Based Fee for Planning, Studies, Investigations and Assessments

Professional Services Required	Competencies	Requirements
2.1 Transport Planner A Transport Planner who has a Master's degree in the transport field (a Master's degree in Transport Logistics is not acceptable). The following is also required: The Transport Planner must have at least 5 (five) years' verifiable strategic transport planning post graduate experience and a minimum of 3 (three) completed projects which should include the development of Integrated Transport Plans (ITPs). The ITPs could have been developed for a local, district or metropolitan municipality.	- Integrated Transport Planning - Public Transport Planning - Public participation skills - Technical report writing	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader - Facilitating skills
2.2 Traffic Engineer / Technologist A Traffic Engineer who has a Bachelor's degree in civil engineering or B. Tech degree in civil engineering. The following is also required: At least 5 (five) years verifiable, post graduate experience and a minimum of 3 (three) traffic engineering projects (including public transport projects) completed within the last ten years.	- Integrated Transport Planning - Public Transport Planning - Development of Transport Register - Transport Impact studies and Development control - Technical report writing	A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions is a requirement.
2.3 Transport Modeller (Macro modelling) A Transport Modeller who has a Bachelor's degree in civil engineering, or in mathematics or in statistics. The following is also required: At least 5 (five) years verifiable, post graduate experience with Macro Transport Demand modelling completed in the last 5 years; and be able to do sketch modelling and scenario modelling. A minimum of 3 (three) completed projects in the relevant role	- Sketch modelling - Macro Transport Demand Modelling for public transport and private transport projects - Scenario based modelling - Technical Report Writing - Calibration of large complex models	- Being able to develop suitable models to test different strategic scenarios in the Transport Planning field - Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer
2.4 Transport Modeller (Meso / Micro modelling) A Transport Modeller who has a Bachelor's degree in civil engineering or a B.Tech degree in civil engineering. The following is also required: - ECSA registration as Pr.Eng or Pr.Tech Eng - At least 5 (five) years verifiable, post graduate experience with Meso and Micro Transport Simulation modelling for a minimum of 3 (three) transport projects related to local area and corridor transport planning completed in the last 15 years.	- Meso and Micro Transport Simulation Modelling for public transport and private transport projects - Intersection and network capacity Level-of-Service calculations - Technical report writing - Calibration of large complex models	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader

Category 2 – Strategic Transport Planning Services
Time-Based Fee for Planning, Studies, Investigations and Assessments

Professional Services Required	Competencies	Requirements
2.5 Spatial / Land use Planner Spatial / Land use planner with a Master's degree in Urban / City and Regional Planning and with: - Professional registration with SACPLAN in the Professional Planner category - A minimum of 8 (eight) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role fulfilling Town Planning services.	Integrated transport planning	Provide specialist input from a land use perspective
2.6 Specialist Advisor on Transport Policy The specialist advisor on transport policy need to have at least a Bachelor's degree in engineering or law and with: At least 10 year's verifiable post graduate experience and a minimum of 3 (three) completed projects must be provided that clearly reflects specialist advice rendered / given governing the legislative and statutory frameworks on Transport policy.	Integrated transport planning	Provide specialist input from a legal perspective
2.7 Environmental / Energy / Climate Change expert An environmental, energy and climate change specialist with at least a Bachelor's degree in environmental management and with: A minimum of 8 (eight) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role.	Integrated transport planning	Provide specialist input from an environmental perspective
2.8 Social Scientist A social scientist with at least a Bachelor's degree in social sciences and with: A minimum of 8 (eight) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role.	- Integrated transport planning - Development of metrics to report on the social impact of transport	- Provide specialist input from a social impact perspective - Analysis of qualitative and quantitative data
2.9 Data Scientist / Big Data Analyst A data scientist with at least an Honour's degree in a relevant field, preferably computer science, statistics, applied mathematics or actuarial science. The following is also required: A minimum of 5 (five) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role.	- Analysis of complex and large databases - Performing complex data queries - Update of the Urban Development Index	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Present data in a report or presentation

Category 2 – Strategic Transport Planning Services Time-Based Fee for Planning, Studies, Investigations and Assessments		
Professional Services Required	Competencies	Requirements
2.10 Geo-Information Specialist / GIS Analyst A Geo-Information Specialist / GIS Analyst who has a post graduate qualification preferably in the Built Sciences and with: - Registration as a GISc Technologist / Professional at SACG - At least 5 (five) years of verifiable post graduate experience with a minimum of 3 (three) completed projects in the relevant role.	- Effectively managing and working with large databases - Performing complex data queries	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader
2.11 Senior Researcher A Senior Researcher with a relevant PhD and with: at least five years of verifiable experience working in the transport planning field. A minimum of 3 (three) completed projects in the relevant role.	- Ability to undertake complex research - Technical Report Writing - Ability to effectively communicate research findings, methodology, limitations, applications, etc. to non-specialists	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Takes on the role of technical project leader
2.12 GIS Technician A GIS Technician with at least a Bachelor's degree in geographic information systems, engineering or town planning and with: Registration as a GIS technician at SAGC (preferable) At least 5 (five) years of verifiable experience in developing maps for transport planning purposes. A minimum of 3 (three) completed projects in the relevant role.	Integrated transport planning	Development of GIS maps for reports

Category 3 – Freight Transport Planning Services Time-Based Fee for Planning, Studies, Investigations and Assessments		
Professional Services Required	Competencies	Requirements
3.1 Transport Planner A Transport Planner who has a Master's degree in the transport field (a Master's degree in Transport Logistics is not acceptable). The following is also required: A minimum of 3 (three) completed projects in the relevant field which must include as a minimum, the planning and development of 1 (one) Freight Management Strategy.	- Freight Transport planning - Public participation skills - Technical report writing	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader - Facilitating skills

Category 3 – Freight Transport Planning Services
Time-Based Fee for Planning, Studies, Investigations and Assessments

Professional Services Required	Competencies	Requirements
3.2 Transport Logistics Planner A Transport Logistics Planner who has a Master's Degree in Transport Logistics or Master's Degree in Supply Chain Management (as it pertains to logistics). The following is also required: At least 5 (five) years verifiable, post graduate experience and a minimum of 3 (three) transport logistics projects completed.	- Freight Transport planning - Public participation skills - Technical report writing	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader - Facilitating skills
3.3 Transport Modeller (Macro Modelling) A Transport Modeller who has a Bachelor's degree in civil engineering, or in mathematics or in statistics. The following is also required: At least 5 (five) years verifiable, post graduate experience with Macro Transport Demand modelling completed in the last 5 years; and be able to do sketch modelling and scenario modelling. A minimum of 3 (three) completed projects in the relevant role	- Sketch modelling - Macro Transport Demand Modelling for public transport and private transport projects - Scenario based modelling - Technical report writing - Calibration of large complex models	- Being able to develop suitable models to test different strategic scenarios in the Freight Transport Planning field - Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer
3.4 Transport Economist A Transport Economist who has a Master's Degree in Economics or Transport Economics and with: At least 5 (five) years of verifiable, post graduate experience post graduate experience in evaluating transport related project feasibility, including cost – benefit analysis and intermodal facilities location analysis. A minimum of 3 (three) completed projects in the relevant role.	- Cost-benefit analysis - Intermodal location analysis - Technical report writing	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader
3.5 Spatial / Land use Planner Spatial / Land use planner with a Master's degree in Urban / City and Regional Planning and with: - Professional registration with SACPLAN in the Professional Planner category - A minimum of 8 (eight) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role fulfilling Town Planning services.	- Freight transport planning - Integrated transport planning	Provide specialist input from a land use perspective
3.6 Specialist Advisor on Transport Policy Special Advisor with a Bachelor's degree in engineering or law. The following is also required:	- Freight transport planning - Integrated transport planning	Provide specialist input from a legal perspective

Category 3 – Freight Transport Planning Services Time-Based Fee for Planning, Studies, Investigations and Assessments

Professional Services Required	Competencies	Requirements
Must have done work in this field by providing 3 (three) completed projects which relates to Dangerous Goods and Road and Transport related legislation which impact the freight industry.		
3.7 Environmental / Energy / Climate Change expert An environmental, energy and climate change specialist with at least a Bachelor's degree in environmental management and with: A minimum of 8 (eight) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role.	Integrated transport planning	Provide specialist input from an environmental perspective
3.8 Data Scientist / Big Data Analyst A data scientist with at least an Honour's degree in a relevant field, preferably computer science, statistics, applied mathematics or actuarial science. The following is also required: A minimum of 5 (five) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role.	- Analysis of complex and large databases - Performing complex data queries - Update of the Urban Development Index	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Present data in a report or presentation
3.9 Geo-Information Specialist / GIS Analyst A Geo-Information Specialist / GIS Analyst who has a post graduate qualification preferably in the Built Sciences and with: Registration as a GISc Technologist / Professional at SACG.	- Effectively managing and working with large databases - Performing complex data queries	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader
3.10 Senior Researcher A Senior Researcher with a relevant PhD and with: at least five years of verifiable experience working in the transport planning field. A minimum of 3 (three) completed projects in the relevant role.	- Ability to undertake complex research - Technical Report Writing - Ability to effectively communicate research findings, methodology, limitations, applications, etc. to non-specialists	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Takes on the role of technical project leader
3.11 GIS Technician A GIS Technician with at least a Bachelor's degree in geographic information systems, engineering or town planning and with:	Integrated transport planning	Development of GIS maps for reports

Category 3 – Freight Transport Planning Services
Time-Based Fee for Planning, Studies, Investigations and Assessments

Professional Services Required	Competencies	Requirements
Registration as a GIS technician at SAGC (preferable) At least 5 (five) years of verifiable experience in developing maps for transport planning purposes. A minimum of 3 (three) completed projects in the relevant role.		

Category 4 – Non motorised and Universal Access Design
Time-Based Fee for Planning, Studies, Investigations and Assessments

Professional Services Required	Competencies	Requirements
4.1 Transport Engineer A Transport Engineer who has a Master's Degree in the Transport field (a Master's Degree in Transport Logistics is not acceptable). The following is also required: - ECSA registration as Pr.Eng or Pr.Tech Eng - At least 5 (five) years' verifiable post graduate experience, and a minimum of 3 (three) completed non-motorised projects which should include 2 (two) projects for the planning and development of Universal Access in public transport systems, public transport services / operations and related infrastructure.	- Universal Access Design - Non-Motorised Transport Planning - Transport Planning: development of Transport Network Plans and Masterplans - Cycling Strategies	- Provides solution orientated specialist advice to Employer - Site investigations and analysis to identify problems - A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions is a requirement.
4.2 Spatial / Land use Planner Spatial / Land use planner with a Master's degree in Urban / City and Regional Planning and with: - Professional registration with SACPLAN in the Professional Planner category - A minimum of 8 (eight) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role fulfilling Town Planning services.	Land-use planning, site analysis, determine zoning and land ownership.	- Land use, zoning and land ownership investigations. - Site analysis and design. - Reports to Project Leader

Category 4 – Non motorised and Universal Access Design
Time-Based Fee for Planning, Studies, Investigations and Assessments

Professional Services Required	Competencies	Requirements
4.3 Concept Designer A Concept Designer who has a Bachelor's Degree in Civil Engineering and with: • ECSA registration as Pr.Eng or Pr.Tech Eng • A minimum of 3 (three) completed non- motorised transport projects including intersection layouts, layout plans, cross sections, etc. which have been completed in the last 15 years.	• Non-motorised transport planning • Concept design with a focus on Non-motorised transport Concept Design • Attention to detail	• Concept designs for NMT projects
4.4 Urban Designer An Urban Designer who has a Master's Degree in Urban Design and with: • A minimum of 8 (eight) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role.	• Non-motorised transport planning • Concept design with a focus on Non-motorised transport • Attention to detail	• Concept designs for NMT projects
4.5 Landscape Architect A Landscape Architect with a relevant tertiary degree and with: • Registration as a professional Landscape Architect with the SACLAP • At least 5 (five) years verifiable post graduate experience and a minimum of 3 (three) completed projects in the relevant role.	• Non-motorised transport planning • Concept design with a focus on Non-motorised transport • Attention to detail	• Concept designs for NMT projects
4.6 CAD Operator A CAD Operator with a Bachelor's degree in civil engineering or B.Tech degree in civil engineering and with: • A minimum of 8 (eight) years post graduate experience and a minimum of 3 (three) completed projects in the relevant role.	• Excellent drawing skills using AutoCAD • Works quickly • Attention to detail	• Reports to the Concept Designer

**Category 4 – Non motorised and Universal Access Design
Time-Based Fee for Planning, Studies, Investigations and Assessments**

Professional Services Required	Competencies	Requirements
4.7 Senior Researcher A Senior Researcher with a relevant PhD and with: At least five years of verifiable experience working in the transport planning field. A minimum of 3 (three) completed projects in the relevant role.	- Ability to undertake complex research - Technical Report Writing - Ability to effectively communicate research findings, methodology, limitations, applications, etc. to non-specialists	Provides solution orientated specialist advice to Employer
4.8 GIS Technician A GIS Technician with at least a Bachelor's degree in geographic information systems, engineering or town planning and with: Registration as a GIS technician at SAGC (preferable) At least 5 (five) years of verifiable experience in developing maps for transport planning purposes. A minimum of 3 (three) completed projects in the relevant role.	Integrated transport planning	Development of GIS maps for reports

**Category 5 – Sustainable Transport Services
Time-Based Fee for Planning, Studies, Investigations and Assessments**

Professional Services Required	Competencies	Requirements
5.1 Sustainable Transport Planner A Transport Engineer / Planner who has a Master's Degree in the Transport field (a Master's Degree in Transport Logistics is not acceptable). The following is also required: At least 10 (ten) years' verifiable post graduate experience, and a minimum of 3 (three) completed projects which could include travel demand management, travel behaviour change, low-carbon transport planning, alternative fuel studies and sustainable transport planning projects.	- Carbon emissions reduction strategies - Travel demand management - Electric Vehicle framework - Alternative fuels studies - Climate change initiatives for transport - Greening of transport infrastructure	- The lead for the Service Provider - Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader - Facilitating skills

Category 5 – Sustainable Transport Services Time-Based Fee for Planning, Studies, Investigations and Assessments		
Professional Services Required	Competencies	Requirements
5.2 Environmental Scientist Specialist An Environmental Scientist who has a Master's degree in environmental management and with: • A minimum of 5 (five) years verifiable experience and a minimum of 3 (three) completed projects in the relevant role.	• Carbon emissions reduction strategies • Travel demand management • Electric Vehicle framework • Alternative fuels studies • Climate change initiatives for transport • Greening of transport infrastructure	• Assumes technical responsibility for work • Provides solution orientated specialist advice to Employer • Facilitating skills • Report writing
5.3 Atmospheric Science Specialist An Atmospheric Science Specialist with a relevant Master's degree in climate / atmospheric science and with: • A minimum of 5 (five) years verifiable experience and a minimum of 3 (three) completed projects in the transport related emissions field.	• Carbon emissions reduction strategies • Climate change initiatives for transport	• A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions is a requirement.
5.4 Senior Researcher A Senior Researcher with a relevant PhD and with: • At least five years of verifiable experience working in the transport planning field. A minimum of 3 (three) completed projects in the relevant role.	• Ability to undertake complex research • Technical Report Writing • Ability to effectively communicate research findings, methodology, limitations, applications, etc. to non-specialists	• Provides solution orientated specialist advice to Employer
5.5 GIS Technician A GIS Technician with at least a Bachelor's degree in geographic information systems, engineering or town planning and with: • Registration as a GIS technician at SAGC (preferable) At least 5 (five) years of verifiable experience in developing maps for transport planning purposes. A minimum of 3 (three) completed projects in the relevant role.	• Integrated transport planning	• Development of GIS maps for reports

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

14. ADDITIONAL PERSONNEL

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

ADDITIONAL PERSONNEL For CATEGORY 1 – Project Lead and Project Management / Administration Functions			
Role	Professional Registration Requirements	Qualification Requirements	Experience
Writer	n/a	Degree or diploma specialising in languages / copy writing and / or copy-editing.	A writer with at least 5 (five) years of verifiable experience with relevant knowledge of the transportation planning environment. A minimum of 3 (three) completed projects in the relevant role.
Graphic Designer / Communication Specialist	n/a	Bachelor's Degree	At least 5 (five) years of verifiable experience in developing data visualisations and infographics for transport planning related projects. A minimum of 3 (three) completed projects in the relevant role.
Public Participation Specialist	n/a	n/a	Has managed at least 3 (three) completed distinct public participation processes for transport planning projects.

ADDITIONAL PERSONNEL For CATEGORY 3 – Freight Transport Planning Services			
Role	Professional Registration Requirements	Qualification Requirements	Experience
Junior Transport / Logistics Planner	n/a	Relevant Bachelor's degree and busy with a Masters in Transport Logistics	At least 5 (five) years verifiable, post graduate experience and a minimum of 3 (three) logistics planning projects (including freight transport projects).

15. ADDITIONAL ADVISORY MULTIDISCIPLINARY SERVICES

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

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

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

Category C: in respect of a private consulting practice, shall mean a salaried professional staff with adequate expertise and relevant experience and who carry a direct technical responsibility for one or

more specific activities related to a project. A person referred to in Category A and B may also fall in the category if such a person performs work at this level.

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

16. MANAGEMENT MEETINGS

16.1 Management Meetings

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

16.2 Community/Stakeholder Meetings

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

16.3 Supply Chain Management (SCM) Committee Meetings

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

16.4 Ad-hoc Meetings

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

16.5 General

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

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

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING AND NETWORK MANAGEMENT

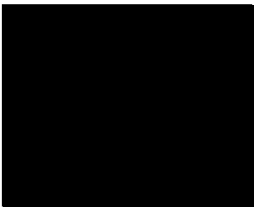
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C3.2 Annexes

Annex 1: B-BBEE Sub-Contract Expenditure Report

Annex 2: Joint Venture Expenditure Report



PART 6: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

C1.3 Occupational Health and Safety Agreement

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

.....
(Contractor/Mandatar/Company/CC Name)

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

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.

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

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

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

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

Signed at on the day of

.....
Witness Mandatar

Signed at on the day of 20

.....
Witness for and on behalf of
City of Cape Town

.....
Witness for and on behalf of
City of Cape Town

.....
Witness for and on behalf of
City of Cape Town

PART 7: SCHEDULE OF SUB-CONTRACTORS

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

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FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING

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)

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

SIGNED ON BEHALF OF TENDERER:

PART 8- ADDITIONAL SPECIALISTS (OTHER THAN KEY PERSONNEL)

CITY OF CAPE TOWN

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SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

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

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

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

Apart from the specific additional staff requirements, the tenderer shall indicate on the schedule below what human resources, other than the key personnel or additional personnel listed in the appropriate clause(s) of the tender conditions, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include road/pavement engineers (in respect of the NMT component), cad operators/architectural draft persons/modellers, amongst others.

ADDITIONAL PERSONNEL			
Role	Professional Registration Requirements	Qualification Requirements	Experience
Writer	n/a	Degree or diploma specialising in languages / copy writing and / or copy-editing.	A writer with at least 5 (five) years of verifiable experience with relevant knowledge of the transportation planning environment. A minimum of 3 (three) completed projects in the relevant role.
Graphic Designer / Communication Specialist	n/a	Bachelor's Degree	At least 5 (five) years of verifiable experience in developing data visualisations and infographics for transport planning related projects. A minimum of 3 (three) completed projects in the relevant role.
Junior Transport / Logistics Planner	n/a	Relevant Bachelor's degree or a Post Graduate qualification in Logistics Management, or similar	At least 5 (five) years verifiable, post graduate experience and a minimum of 3 (three) logistics planning projects (including freight transport projects).
Public Participation Specialist	n/a	n/a	Has managed at least 3 (three) completed distinct public participation processes for transport planning projects.

92a

Tender
Part T1: Tendering procedures
Reference No. 349C/2020/21

T1.2
Tender Data

ADDITIONAL ADVISORY MULTIDISCIPLINARY SERVICES			
NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS

SEE ATTACHED

SIGNED ON BEHALF OF TENDERER:



CITY OF CAPE TOWN

TRANSPORT:TRANSPORT PLANNING

CONTRACT NO 349C/2020/21

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES : INTEGRATED TRANSPORT PLANNING

SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

ADDITIONAL ADVISORY MULTIDISCIPLINARY SERVICE			
NAME	TITEL	JOB DESCRIPTION	QUALIFICATIONS
			Masters in Town and Regional Planning B.A. Honours
			M. Sc. Geography
			B.Sc. (Hons.) Transportation Engineering
			B.Eng. (Civil)
			Meng Civil (Transport)
			B.Eng. (Civil)
			Pr. Eng; M.Sc. Eng. (Electric and Electronic Engineering)
			B.Eng (Electrical and Electronic)
			B.Eng (Electrical and Electronic with Computer Science)
			B.Eng. (Civil)
			BSc Eng (Civil)
			B. Tech (Urban Engineering)
			ND Civil Engineering
			ND: Civil Engineering
			Pr. Eng, B.Sc Eng (Civil), B. Hon. Eng (Transport)

All CV's and other related documentation, as submitted by the contractor for **TENDER 349/2020/21: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING**, is incorporated into this Memorandum of Agreement by the mere reference thereof.

PART 9 - KEY PERSONNEL

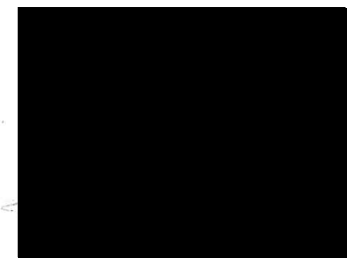
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CATEGORY 5 SUSTAINABLE TRANSPORT SERVICES				
5.1 SUSTAINABLE TRANSPORT PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATIONS NO. and DATE OBTAINED	NO. OF YEARS EXPERIENCE
			n/a	
Project Name	Description	Project Value	Start and end dates	Client reference and contact number and email address
1)				
2)				
3)				

SEE ATTACHED

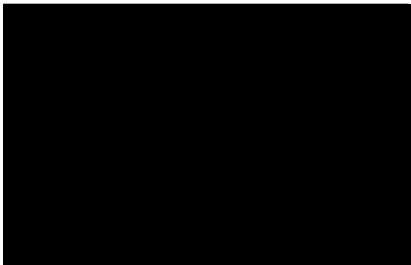
5.2 ENVIRONMENTAL SCIENCE SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATIONS NO. and DATE OBTAINED	NO. OF YEARS EXPERIENCE
			n/a	
Project Name	Description	Project Value	Start and end dates	Client reference and contact number and email address
1)				
2)				
3)				
5.3 ATMOSPHERIC SCIENCE SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATIONS NO. and DATE OBTAINED	NO. OF YEARS EXPERIENCE
			n/a	
Project Name	Description	Project Value	Start and end dates	Client reference and contact number and email address
1)				

SEE ATTACHED



2)				
3)				
5.4 SENIOR RESEARCHER				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATIONS NO. and DATE OBTAINED	NO. OF YEARS EXPERIENCE
			n/a	
Project Name	Description	Project Value	Start and end dates	Client reference and contact number and email address
1)				
2)				
3)				

SIGNED ON BEHALF OF TENDERER:



CITY OF CAPE TOWN

TRANSPORT:TRANSPORT PLANNING

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FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES : INTEGRATED TRANSPORT PLANNING

SCHEDULE 11: KEY PERSONNEL

CATEGORY 5 SUSTAINABLE TRANSPORT SERVICES				
5.1 SUSTAINABLE TRANSPORT PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(where applicable)	NO. OF YEARS SPECIFIED EXPERIENCE
		Pr.Eng,B.Eng, M.Eng Phd		31 yrs post graduate exp.
Project Name	Description	Project Value	Start and end Date	Client refence and contact number and email address
1) Ongos Valley - A sustainable work/live village for 27 000 dwelling units to the north east of Windhoek, Namibia	Followed a ten step sustainable urban and transport design process. Including the design of major public transport and road links to the area.		Jan 2018 to Nov 2019	
2) Development of a Large Employer Trip Reduction Programme	Developed a general framework and then specific implementation plans for 5 large employers, including Engen, Woolworths, Media24.		Jan 2011 to Dec 2012	
3) Influencing Travel Behaviour in Cape Town. Towards a TDM Strategy	Developed a Strategy for Implementation, Including business plans for P&R, Use of HOV's & Large Employer Plans.		Nov 2005 - Aug 2006	
5.2 ENVIRONMENTAL SCIENCE SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(where applicable)	NO. OF YEARS SPECIFIED EXPERIENCE
		BSc. Environmental Science, BSc. (Hons) Environmental Science, MSc. Environmental Science, MPhil Environmental Policy	N/A	9 yrs exp
Project Name	Description	Project Value	Start and end Date	Client refence and contact number and email address
MTN Carbon Inventory Footprint	Carbon footprint model building and analysis including an assessment of transport emissions.		January 2014 - December 2014	
DTPC Carbon Inventory Footprint	Carbon footprint model building and analysis including an assessment of transport emissions.		January 2019 - December 2019	
Italthai Mozambique Coal-Railroad GHG assessment and climate risk assessment	Assessment of physical climate risk exposure of the railway line in Mozambique that will be used for coal transportation		January 2014 - December 2014	
5.3 ATMOSPHERIC SCIENCE SPECIALIST				

NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(where applicable)	NO. OF YEARS SPECIFIED EXPERIENCE
		M.Sc. in Engineering, Energy Studies, University of Cape Town		20 yrs exp
Project Name	Description	Project Value	Start and end Date	Client refence and contact number and email address
1) Landfill Sites Emissions Monitoring and Landfill Gas Migration Monitoring and Dispersion Modelling, for Visserhok, Coastal Park and Bellville Landfill Sites	Air pollution monitoring, dispersion modelling and air quality impact assessment		1 Oct 2019 to 30 June 2022	
2) Atmospheric Impact Report For Richards Bay Minerals	Air pollution dispersion modelling and air quality impact assessment		04-2020 to 07-2020	
3) Air Quality Impact Assessment for the Proposed Variation Application (For a Height Increase) for the Existing Worcester Landfill Site	Air pollution dispersion modelling and air quality impact assessment		01-2020 to 03-2020	
5.4 SENIOR RESEARCHER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(where applicable)	NO. OF YEARS SPECIFIED EXPERIENCE
		Pr.Eng,B.Eng, M.Eng Phd		31 yrs exp
Project Name	Description	Project Value	Start and end Date	Client refence and contact number and email address
1) Geometric Design of Roundabouts In the Western Cape	Extensive research into the appropriate geometric design guidelines for the Western Cape.		Jan 2018 to Dec 2019	
2) SANRAL Research Panel. National Guidelines for Roundabouts	Research on operations, safety and economic feasibility of roundabouts as sustainable traffic control measures		April 2021 to Feb 2023	
3) Freeway management and safety	Multiple Investigations into speed, safety and traffic volumes along freeways in Western Cape and Gauteng		Jan 2015 to Dec 2019	
5.4 SENIOR RESEARCHER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(where applicable)	NO. OF YEARS SPECIFIED EXPERIENCE
		Pr Pln, BA, MCRP, PhD (Cape Town)		25 yrs exp
Project Name	Description	Project Value	Start and end Date	Client refence and contact number and email address
A strategic framework for travel demand management implementation	sub-consultant regarding research services		2005 - 2006	

Sustainable resource use in metropolitan Cape Town: the transport sector	sub-consultant regarding research services		2008 - 2009	
A travel behaviour change framework for the City of Cape Town	Principal investigator regarding research services		2014	
5.4 SENIOR RESEARCHER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(where applicable)	NO. OF YEARS SPECIFIED EXPERIENCE
		Pr.Eng,B.Eng, M.Eng Phd		25 yrs exp
Project Name	Description	Project Value	Start and end Date	Client refence and contact number and email address
1) NMT Facility Guidelines - Department of Transport	One of ten key experts		2011 - 2014	
2) Cycling - inclusive policy development: a handbook - Deutsche Gesellschaft für Technische Zusammenarbeit (GIZ)	One of twelve key experts		2006 - 2009	
3) Walkability App development	Principal Investigator, development of a smartphone App 'Walkable' for walkability assessment in urban Africa (objective and subjective indicators), using augmented virtual reality techniques		2015 - present	
5.5 GIS TECHNICIAN				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.(where applicable)	NO. OF YEARS SPECIFIED EXPERIENCE
		B.Sc. Meteorology B.Sc. (Hons) Geoinformatics	N/A	9 yrs exp
Project Name	Description	Project Value	Start and end Date	Client refence and contact number and email address
1) City of Cape Town Public Transport Priorities	Identifying the highest priority locations in the City in terms of having the largest negativ impact on Public Transport Users		Nov 2020 - June 2021	
2) Freeway management and safety	Multiple Investigations into speed, safety and traffic volumes along freeways in Gauteng, KZN and Western Cape		Jan 2015 to Dec 2019	
3) Urban Development Index	Taking the Transport Development Index developed for the City to the next level, by included land use characteristics.		Jan 2019 to Dec 2019	

All CV's and other related documentation, as submitted by the contractor for **TENDER 349/2020/21: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: INTEGRATED TRANSPORT PLANNING**, is incorporated into this Memorandum of Agreement by the mere reference thereof