


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

<p>TENDER NO: 142S/2024/25</p> <p>TENDER DESCRIPTION: PROVISION OF MYCITI PHASE 1 STAGE 2 PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE TOWN</p> <p>CONTRACT PERIOD: 7 YEARS FROM THE SERVICE COMMENCEMENT DATE</p>
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CLOSING DATE	7 MARCH 2025
CLOSING TIME	10:00 am
TENDER BOX NUMBER	168
TENDER FEE	R200.00

Non-refundable tender fee payable to the City of Cape Town (City) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

TENDER SERIAL NO.:
SIGNATURES OF CCT OFFICIALS AT TENDER OPENING
1
2
3

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THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **FRIDAY, 6 DECEMBER 2024**
- SITE VISIT/CLARIFICATION MEETING** : Time: **10:00** on **11, 12 AND 13 FEBRUARY 2025]**
(Compulsory clarification meeting in-person or virtually. Noting tenderers must attend all days of the compulsory clarification meeting.)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **THE PLATINUM BOARDROOM, GROUND FLOOR, TRANSPORT MANAGEMENT CENTRE (TMC) BUILDING, HUGO STREET, RICHMOND GOODWOOD**
- AND ALSO VIA MICROSOFT TEAMS**
- Microsoft Teams meeting** link details:
Meeting ID: 328 762 574 414
Passcode: mh7oG9zx
- Microsoft Teams meeting** (Microsoft Teams):
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzBkNTlyZmYtNjQ3NS00OTRlWJINDUtMTA3ZjUxYzlmODM3%40thread.v2/0?context=%7b%22Tid%22%3a%2264e0d454-c210-4fcc-ba52-ba5914a0cd46%22%2c%220id%22%3a%220cde8f59-e7cd-4194-b86d-0cfb5121f56e%22%7d
- Depot and bus inspections shall be arranged by the City and will not be compulsory, but strongly recommended. Details of these will be clarified at the compulsory clarification meetings and will be scheduled during the course of the compulsory clarification meetings schedule.
- TENDER BOX & ADDRESS** :
- Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 142S/2024/25: - TENDER DESCRIPTION: PROVISION OF MYCITI PHASE 1: STAGE 2 PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE TOWN**", the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
If the tender offer is too large to fit into the abovementioned box or the box is full, please

enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed before the closing date.

CCT TENDER REPRESENTATIVE

: For enquiries, please contact:

Email: SCM.Tenders15@capetown.gov.za

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS "OR EQUIVALENT" AND TENDERERS ARE SPECIFICALLY REFERRED TO THE DEFINITION OF "INTELLECTUAL PROPERTY" IN THE SPECIAL CONDITIONS OF CONTRACT

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the “CCT” or “the City”) and each tenderer submitting a tender offer (hereinafter referred to as the “tenderer” or the “supplier”) shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these “Conditions of Tender”). The tenderer and the CCT shall collectively hereinafter be referred to as the “Parties” and individually a (“Party”). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this Tender Document Goods and Services (hereinafter referred to as the “Tender” / “Tender Document”), its evaluation and acceptance and any resulting contract shall also be subject to the CCT’s Supply Chain Management Policy (‘SCM Policy’) that was applicable on the date the bid was advertised and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the “Contract”), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT’s website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws.

2.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

2.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in **Annexure F** to the contract (hereinafter referred to as the “returnable documents” / “Returnable Schedules”) are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender returnable Documents which are required for CCT’s tender evaluation purposes herein, shall form part of the Contract arising from the CCT’s corresponding invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers / tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

2.1.4 The CCT's right to accept or reject any tender offer

2.1.4.1 The CCT may accept or reject any tender offer and may cancel the corresponding tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) negotiations have failed with the tenderers up to and including the tenderer scoring the third highest points where the prices offered are not market related.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection but will give written reasons for such action upon receiving a written request to do so.

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the Conditions of Tender, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint one tenderer per contract area A, B or C for the allocation of work. Tenderers must however submit bids for all areas. The City reserves the right to award any contract area to any tenderer, or more than one contract area to a tenderer, at its sole discretion. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

Tenderers must indicate in the C.4 Price Schedule which contract area is their preference. This preference will be used to award the areas to different tenderers should one tenderer score the highest number of tender adjudication points for all areas.

The contract period shall be for a period of **seven years from the service commencement date.**

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Tenderer

"Standby Tenderer" means a tenderer, identified by the CCT at the time of awarding a bid that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Tenderer in terms of the procedures included its SCM Policy, as amended from time to time.

2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the CCT in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant CCT appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, Act 3 of 2000 and Promotion of Access to Information Act, Act 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

- 2.1.6.4** All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

- 2.1.6.5** All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

- 2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, Act 4 of 2013 (POPI).**
 For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPI, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the adjudication of the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of the POPI Act, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
 The City Manager - C/o the Information Officer, Office of the City Manager
 Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
 Via post at: Private Bag X9181, Cape Town, 8000
 Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCT's Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender

related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as **Annexure F.14: Appeal Application Form**. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the tenderer's municipal account.

In the event where the tenderer does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

2.1.7 CCT Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the CCT's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the CCT's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* that a clear, irrevocable and unambiguous offer has been made to the CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Tenderer's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);
- g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee or participated in the drafting of the tender documents and annexures thereto;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act, Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information (i.e.in item T.1 above).

Only those tenders submitted by tenderers whose attendance at this meeting has been recorded, will be declared responsive.

Depot and bus inspections are to be arranged by the City and though not compulsory, attendance is strongly recommended. Details of these will be provided at the compulsory clarification meeting.

2.2.1.1.4 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Tenderers who **score zero in any subcategory will be declared non-responsive.**

Definitions:

The words as used in the Tender documents have meanings as defined in section 1 of the Special Conditions of Contract as referred to in **C.6** hereto being the “Agreement” (and note that the items listed in the subcategory marked with * above have been incorporated into the Agreement).

Functionality requirements (maximum points = 100 points). Please see more detailed explanations of the functionality criteria below the table.

	Evaluation Criteria	Applicable points	Score
<i>Note: The words in the Tender, and in the functional requirements outlined below are defined in C.6 (Special Conditions of Contract) hereto being the Agreement</i>			
1	Track record of the tenderer		50
1.1	Track record – Public transport services*. Company’s experience operating public transport services. Schedule of previous contracts or proof of operations must be provided in Schedule F.13A.	0–4 years = 0 points >4–6 years = 10 points >6–8 years = 20 points >8–10 years = 30 points >10 years = 40 points	40
1.2	Track record – Bus rapid transit type services**. Company’s experience operating contracted Bus Rapid Transit (BRT) type services. Schedule of previous contracts for BRT services must be provided in Schedule F.13A.	0–2 years = 2 points >2–4 years = 4 points >4–6 years = 6 points >6–8 years = 8 points >8 years = 10 points	10
2	Size of vehicle fleet operated by tenderer		25
2.1	Size of total vehicle fleet operated. Refers to the number of buses*** currently or previously operated by the Tenderer. Ownership of buses is not a requirement. Schedule buses in fleet must be provided in Schedule F.13B.	0–25 buses = 0 points >25–50 buses = 5 points >50–75 buses = 10 points >75–100 buses = 15 points >100–125 buses = 20 points >125 buses = 25 points	25
3	Quality of services provided by tenderer		25
3.1	Performance operating public transport services. Operating record of public transport services. At least <u>one reference</u> with scoring for performance must be provided in Schedule F.13C. Where the Tenderer is submitting as a joint	0–2 score = 2 points >2–4 score = 4 points >4–6 score = 6 points >6–8 score = 8 points >8–10 score = 10 points	10

	venture, consortium or partnership, at least one reference per entity must be provided , the scoring of which will be a weighted averaged. Please note further explanation outlined below including reference to Schedule F.2.		
3.2	Adherence to bus industry quality standards. Refers to membership of RTMS (SANS 1395:1) or ISO 9001 standards. Proof of membership / certification or application for membership to be provided in Schedule F.13D and where such membership of the tenderer has been issued, and membership is valid as at the time of submitting their bid.	Not a member = 2 points Membership pending = 6 points Valid member = 10 points	10
3.3	Contract transition plan. A contract transition plan must be provided in Schedule F.13E that clearly indicates how a seamless operational transition from the current Contract to the new Contract will be achieved.	No plan submitted = 0 points Acceptable plan submitted = 5 points	5
Total			100

The minimum qualifying score for functionality is **60 out of a maximum of 100**. Note: tenderers must score **more than zero in sub-categories 1.1, 2.1 and 3.3. Failure to score points in these sub-categories will result in the tenderer submission being found non-responsive.**

Where the tenderer is a Joint Venture, Consortium or Partnership, the tender response must be accompanied by a Joint Venture Agreement (**Schedule F.2**) describing exactly what aspects of the work and estimated percentage of the work by value will be undertaken by each party.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below (and as read with definitions outlined in C.6):

1.1 Track record – public transport services:

The experience of a company in operating public transport services can span various types of transport, including public transport, private transport, student transport, scholar transport or similar. The tenderer is required to provide details of their previous and relevant experience in **Schedule F.13A**. Please note that the points for track record will be based on the total duration of all contracts or proof of operations, which is calculated as the difference between the most recent contract or service end and first commencement date of each service type.

1.2 Track record – bus rapid transit type services:

The tenderer is required to provide details of their previous and relevant experience in **Schedule F.13A**. Please note that the points for track record will be based on the total duration of all contracts or proof of operations, which is calculated as the difference between the most recent contract or service end and first commencement date of each service type.

2.1 Size of vehicle fleet operated:

The size of the total vehicle fleet operated refers to the number of vehicles that are licenced to carry more than 35 persons (including the driver) that are currently or previously operated

by the tenderer. The vehicles do not necessarily have to be owned by the tenderer, but they must be licenced to operate the vehicles. The tenderer is required to provide a complete list of the vehicles in **Schedule F.13B**.

3.1 Performance – contracted public transport services:

The tenderer is required to provide a completed and signed reference from one of the contracting authorities or clients listed in **Schedule F.13A**, using the template provided in **Schedule F.13C**. The referee must score the performance of the tenderer in terms of the categories indicated in the form. The City reserves the right to contact the referee provided in **Schedule F.13C** for purposes of verifying the scoring submitted.

Where the tenderer is submitting as a joint venture, consortium or partnership, at least **one reference per entity must be provided**, the scoring of which will be a weighted average. Important to note that the Joint Venture, Consortium or Partnership Agreement (**Schedule F.2**) will be reviewed in order to determine the responsibilities of each entity upon which the appropriate evidence will be identified in order to score the tenderer, accordingly, i.e. should the entity within the JV/Consortium/Partnership be responsible for a specific performance aspect, the reference letter to be provided must be in relation to such specific aspect to the Joint Venture, Consortium or Partnership.

Please note that **Schedule F.13C** must be signed by a person who is suitably knowledgeable of the tenderer's services, or a corresponding signatory authorised to assume equivalent responsibilities.

3.2 Performance - adherence to bus industry quality standards:

The Road Transport Management System (RTMS) and ISO 9001 standard are an industry-led, government-supported, voluntary, self-regulation scheme that encourages road transport operators to implement a management system that demonstrates compliance with Road Traffic Regulations and contributes to preserving road infrastructure, improving road safety, maintaining good maintenance standards & ensuring good driver quality.

The tenderer is required to provide evidence of current membership of either the RTMS or ISO 9001 standard, or that an application for membership has been made, to **Schedule F.13D**.

3.3 Contract transition plan and programme:

The successful tenderers must take full responsibility for ensuring a seamless operational transition from the current existing vehicle operating companies (VOCs) to the successful bidder. The Tenderer must therefore provide a rational and implementable plan and programme, indicating how they propose that this transition can be achieved, and the minimum period required to successfully achieve this transition.

At a minimum, the plan must address how the transfer of buses, depots (including all assets within the depots) and labour will be managed and should include, but not be limited to:

- Operational administration:
 - Preparation of all operational documentation, including duty rosters, required for the effective operation of services.
- Depot:
 - Fixed infrastructure and assets, ensuring that the condition is adequately recorded, and any repairs required communicated and agreed to with the City.
 - All office and workshop furniture, fixtures, and equipment (FF&E) required for operations is in place at the Service Commencement Date. This includes all communication systems such as internet.
 - Appropriate security of the depot from the Service Commencement Date.
- Labour:
 - Transfer of applicable staff from an entity or entities.
 - Any staff training that may be required, including but not limited to route familiarisation,

product training, and compliance training.

- Fleet:
 - Buses, ensuring that the condition is recorded, and any repairs required communicated and agreed with the City.
 - Preparation of a service and maintenance roster for a short period from the Service Commencement Date to prevent a potential service backlog.

The tenderer is required to provide this plan in **Schedule F.13E**.

2.2.1.1.6 Performance security / guarantee

Tenderers are required to provide a letter from an approved financial institution (listed in **Annexure E**), confirming that should the tenderer be awarded the Contract, the financial institution will provide the tenderer with a performance security / guarantee in the amount of **R 40 million** per contract area.

The letter of confirmation must indicate that the performance security will be furnished strictly in accordance with the terms and conditions set out in the Form of Performance Security/ Guarantee provided in **Annexure C**.

The letter of confirmation from an approved financial institution must be attached to **Schedule F.13F**. **Only tenderers that supply this confirmation will be declared responsive.**

2.2.1.1.7 Tenderers ownership, proposed staffing and contracting structure

To ensure competition, the City will not permit cross-shareholding between different VOCs contracted to run services within Phase 1. Hence, the City will not permit any Tenderer to be an affiliate of another Tenderer. For this purpose, “affiliate” means, with respect to a Tenderer, any entity or person which directly or indirectly, controls, is controlled by, or is under common control with that Tenderer and, without limitation, includes with respect to the Tenderer any entity directly or indirectly owned, operated or is managed by the Tenderer. “Control” including the terms “controlled by” and “under common control with”, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the subject entity, whether through ownership of voting securities, by contract, or otherwise.

Tenderers must therefore provide a detailed and complete shareholding and ownership as well as the **contracting structure** as well as a **staffing organogram** (even if this is the proposed structure to deliver the Services) of the Tenderer’s entity and provide the following information:

- A complete structure chart or organogram which must show ownership up to the ultimate beneficial owner;
- An organogram showing the staffing structure, including staff job titles, number of staff required per role and which payment item their cost is accounted for (in accordance with the structure outlined in **C.4** Price Schedule to the Tender ie Fixed costs, vehicle fixed costs or per km rate etc);
- Description of classes of shares and number of shares held or to be held by each shareholder and where such shareholder is a juristic entity/ies then the shareholding thereof should be provided until the shareholding of the individual persons with direct and indirect interest in the tenderer are apparent;
- Copy of Memorandum of Incorporation and shareholders’ agreement (if any) of the tenderer including where applicable of the joint venture or consortium and of their shareholder entities where applicable;
- Names, identity numbers or registration numbers of all shareholders, participants, parent entities (direct and indirect) including with reference to those who hold shares in the shareholder entities of the tenderer;
- Details of all directors, trustees, and equivalent for every entity/person in the structure including of joint venture, consortium or other shareholders that have shares in the tenderer;

- In the case of where the shareholders of tenderers are entities, such shareholders should be disclosed to the City; and
- Structure must reflect up to the ultimate beneficial owner for every entity/person in the structure there reflecting the natural persons who hold shareholding and/or are due any benefit.

Compliance with the National Land Transport Regulations on Contracting for Public Transport Services

In accordance with Regulation 5 of the National Land Transport Regulations on Contracting for Public Transport Services (Government Gazette No. 32535) ('**Regulation 5**') published under the National Land Transport Act, Act 5 of 2009 (as amended), to qualify as a tenderer for a commercial service contract or a subsidised service contract, an operator and, where appropriate, any person or entity exercising ownership control over an operator, or performing services on behalf of, or in the capacity as agent of, an operator must comply with the following requirements:

- a) The operator must conduct public transport operations according to business principles with financial ring-fencing, or, in the case of a new operator, must have undertaken in writing to do so; and
- b) must have his, her or its tax affairs in order and be able to furnish a valid tax clearance certificate issued by the South African Revenue Services.

The Tenderer is required to provide the shareholding and ownership information as well as how the operator will conduct the public transport operations according to business principles with financial Ring-fencing as set out in **Schedule F.13G**.

If any two Tenderers share any common shareholding or a Tenderer is found to be an affiliate of another Tenderer, **both tender submissions will be declared non-responsive**.

2.2.1.1.8 Provision of samples

Not applicable.

2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

The tenderer shall treat as strictly confidential all matters arising in connection with the tender. Use and copying of the documents issued by the CCT are only for the purpose of preparing and submitting a tender offer in response to this Tender.

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards,

specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of the said notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile, or registered post or other lawful acceptable means.

2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

Tenderers should be represented at the site visit/clarification meeting by a duly authorised person who is suitably qualified and experienced to comprehend the implications of the work involved.

2.2.7.1 Site Inspections

Attend, if arranged by the City, site inspections of the depots, staging areas and buses. Details of the inspection(s) will be confirmed at the compulsory clarification meeting.

The purpose of the depot / staging area inspections is for tenderers to familiarise themselves with the layout and status of the depots. The bus inspections are for tenderers to inspect the vehicles that will be operated in the Contract. Information in relation to bus conditions is available in the Operational Specifications.

Tenderers should be represented at the site inspections by a duly authorised person who is suitably qualified and experienced to comprehend the implications/ scope of the work involved.

2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

The tenderer shall not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the Conditions of Tender, the tenderers may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he/she/it shall do so as a separate offer on

a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative tender offer to the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Operational Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

2.2.12.2 The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

2.2.12.5 The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.6 The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section C2 hereto**) the tenderer warrants and agrees

that all information provided in the tender submission is true and correct.

2.2.12.9 Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

2.2.12.10 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

Tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

2.2.14 Closing time

2.2.14.1 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing date and time stated on the front page of the tender document.

2.2.14.2 If the CCT extends the closing date and time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

2.2.14.3 The CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 The tenderer shall warrant that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the Tenderer. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non-award". A "non-award" is supported as a recommendation to the CCT's Bod Adjudication Committee ("BAC") for noting.

2.2.15.3 A tenderer may request in writing, after the closing date, that its tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred, or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the

tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

2.2.16 Clarification of tender offer, or additional information, after submission

Tenderers shall promptly provide clarification of its tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

2.2.17 Provide other material

2.2.17.1 Tenderer's shall promptly provide, upon request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 The tenderer shall provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers shall be required to undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful Tenderers will be retained by the CCT for the duration of any

subsequent contract. Tenderers are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful Tenderers will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

Before making an award the CCT must verify the Tenderer's tax compliance status. Where the recommended Tenderer is not tax compliant, the Tenderer should be notified of the non-compliant status and be requested to submit to the CCT, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the Tenderer must be verified by the CCT via CSD or e-Filing. The CCT should reject a bid submitted by the Tenderer if such Tenderer fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

2.2.20 Compliance with Occupational Health and Safety Act, Act 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, Act 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations thereto and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

- a) Inspected the Operational Specifications and read and fully understood the Conditions of Contract.
- b) Read and fully understood the whole text of the Operational Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) Visited the site(s) where delivery of the proposed goods will take place, carefully examined existing

- conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
 - e) Received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Conditions of Tender, the CCT shall respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

2.3.1.2 The CCT's duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

If necessary, the CCT may issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The CCT reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

2.3.4 two-envelope system

2.3.4.1 Where stated in the Conditions of Tender that a two-envelope system is to be followed, the CCT shall open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

The CCT shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

2.3.6 Grounds for rejection and disqualification

The CCT shall determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

2.3.7.1 The City shall appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

2.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) Detrimentially affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) Significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 The City's Bid Evaluation Committee shall check the responsive tenders for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the Price Schedule; or
- c) Arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) The summation of the prices; or
 - iii) Calculation of individual rates.

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

- b) If pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

- 2.3.8.3** In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

- 2.3.10.1.1** The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

- 2.3.10.1.2** For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a) If the selected method is based on Tenderers supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all Tenderers during the contract period, comparative prices would be the prices as tendered for year one.
- c) If the selected method is based on a formula, indices, coefficients, etc. that varies between Tenderers, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d) If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.

- f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section C4)**:

- Based on the sum of the prices/rates in relation to the typical monthly quantities over the seven-year operational period.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

2.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

The 90/10 preference point system will apply to this tender.

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$$

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goals as per below:

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of:</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points	3	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report 	<ul style="list-style-type: none"> South African National Accreditation System approved certificate or commissioned sworn affidavit Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point	1	<ul style="list-style-type: none"> Proof of disability Company Registration Certification 	<ul style="list-style-type: none"> Medical certificate/ South African Revenue Services disability registration Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	3	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover 	<ul style="list-style-type: none"> Specifically in line with the respective sector codes which the company operates, South African National Accreditation System approved certificate or commissioned sworn affidavit Certificate of incorporation or commissioned sworn affidavit Latest financial statements (1 Year)
	Total points	10		

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; and the CCT reserves the right to consider a tenderer's existing contracts with the CCT, if any, in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) Does not allow any preferred tenderer a second or unfair opportunity;
- b) Is not to the detriment of any other tenderer; and
- c) Does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she

- possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
 - e) is able, in the opinion of the CCT, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the CCT reserves the right to consider the next ranked tenderer(s).

2.3.12.4 The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate a Standby Tenderer at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Tenderer in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 28 of 80

TENDER NO: 142S/2024/25

TENDER DESCRIPTION: PROVISION OF MYCITI PHASE 1 STAGE 2 PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE TOWN

CONTRACT PERIOD: 7 YEARS FROM THE SERVICE COMMENCEMENT DATE

THE CONTRACT

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 Purchaser”) herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The “Supplier” / “tenderer”)	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS “THE PARTIES” AND INDIVIDUALLY A “PARTY”)

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

C.2 FORM OF OFFER AND ACCEPTANCE

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA A**

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA A**

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT 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 the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the Contract.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date of the Contract, being when this Contract has been signed by each party, the latest of the dates upon which the Contract was signed by any party, though the seven years as contemplated in the NLTA is deemed to commence from the service commencement date..

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2 PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE TOWN – CONTRACT AREA A

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

1. The extent of deviations from the tender documents issued by the CCT 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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject

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2 Subject

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4 Subject

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the *Tender Returnable Documents*, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT 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 Commencement Date of the Contract, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA A**

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.2 FORM OF OFFER AND ACCEPTANCE

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA B**

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA B**

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in the Contract.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT 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 the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the Contract.

Notwithstanding anything contained herein, this Contract comes into effect on the Commencement Date of the Contract, being when it has been signed by each party, the latest of the dates upon which the Contract was signed by any party, though the seven years as contemplated in the NLTA is deemed to commence from the service commencement date.

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2 PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE TOWN – CONTRACT AREA B

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

1. The extent of deviations from the tender documents issued by the CCT 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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject

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By the duly authorised representatives signing this Contract, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the *Tender Returnable Documents*, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT 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 Commencement Date of the Contract, shall have any meaning or effect between the Parties arising from the Contract.

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA B**

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.2 FORM OF OFFER AND ACCEPTANCE

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA C**

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _____ (PLACE) ON THE ____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA C**

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in the Contract.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT 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 the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the Contract.

Notwithstanding anything contained herein, this Contract comes into effect on the Commencement Date of the Contract, being when it has been signed by each party, the latest of the dates upon which this Contract was signed by any party, though the seven years as contemplated in the NLTA is deemed to commence from the service commencement date..

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA C**

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

1. The extent of deviations from the tender documents issued by the CCT 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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

By the duly authorised representatives signing this Contract, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the *Tender Returnable Documents*, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT 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 Commencement Date of the Contract, shall have any meaning or effect between the Parties arising from the Contract.

FORM OF OFFER AND ACCEPTANCE (continued)

**TENDER 142S/2024/25: PROVISION OF MYCITI PHASE 1 STAGE 2
PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE
TOWN – CONTRACT AREA C**

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT") AND

..... ,
(Supplier/Mandatory/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 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 (hereafter "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 20

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADEMARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

Tenderers must complete the price schedules for contract areas A, B and C, it being intended that one tenderer per contract area be allocated. However, **the City reserves the right to award any contract area to any tenderer, or more than one contract area to a tenderer at its sole discretion.** If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all. No cross-shareholding among tenderers is permitted. The receipt of the highest points in relation to more than one contract area does not mean that a tenderer will be awarded both or all contract areas. In such instance the City may award to such tenderer its first preference and award the other contract areas to other successful tenderers. If insufficient responsive bids are received, the City reserves the right not to appoint a tenderer at all.

A map showing the extent of the contract areas is provided in the **C.5** Operational Specifications document.

Tenderers must indicate their preference of which contract area they would like to be awarded in the table below, so if one Tenderer scores the highest number of tender adjudication points for all areas, it will be clear which area is their first preference.

Area	Preference (1 st , 2 nd or 3 rd)
Contract area A	
Contract area B	
Contract area C	

For further details on how to price each item, please refer to pricing instructions below. Please note that the pricing instructions are equally applicable to all contract areas.

Price Schedule 1: Contract Area A

Section A: Overhead costs

Item	Description	Unit of measure	Rate (excl. Vat)
1.1	Fixed cost	per notional month	

Section B: Scheduled services

Item	Description	Unit of measure (per notional month)	Rate (excl. Vat)
2.	Vehicle fixed cost per notional month		
2.1	18m bus (Type A)	per vehicle	
2.2	12m bus (Type B)	per vehicle	
2.3	12m bus (Type C)	per vehicle	
2.4	9m bus (Type D)	per vehicle	
2.5	9m bus (Type D) – Surplus Vehicles only	per vehicle	
2.5	18m bus (Type E)	per vehicle	
2.6	12m bus (Type F)	per vehicle	
2.7	7m midibus (23 seats)	per vehicle	
2.8	6m minibus (16 seats)	per vehicle	
3.	Operational staff cost per notional month		
3.1	Drivers	per driver	
3.2	Regulators	per regulator	
4.	Operating cost per vehicle type		
4.1	18m bus (Type A)	per km	
4.2	12m bus (Type B)	per km	
4.3	12m bus (Type C)	per km	
4.4	9m bus (Type D)	per km	
4.5	18m bus (Type E)	per km	
4.6	12m bus (Type F)	per km	
4.7	7m midibus (23 seats)	per km	
4.8	6m minibus (16 seats)	per km	

Section C: Vehicle capital repayment costs

Item	Description	Unit of measure (per notional month)	Rate (excl. Vat)
5.	Bank re-payment or lease cost per notional month		
5.1	7m midibus (23 seats)	per vehicle	

5.2	6m minibus (16 seats)	per vehicle	
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Section D: Event and charter services

Item	Description	Unit of measure	Rate (excl. Vat)
6.	Time based cost for vehicle and driver up to 4 hours		
6.1	Weekday	per vehicle per day	
6.2	Saturday	per vehicle per day	
6.3	Sunday and Public Holiday	per vehicle per day	
7.	Additional time-based cost per hour for vehicle and driver above 4 hours		
7.1	Weekday	per vehicle per hour	
7.2	Saturday	per vehicle per hour	
7.3	Sunday and Public Holiday	per vehicle per hour	
8.	Staff required for charter services		
8.1	Event Transport Manager	per hour	
8.2	Mechanic	per hour	
8.3	Vehicle Controller / Dispatcher	per hour	
8.4	Ambassador	per hour	
8.5	Counter	per hour	
8.6	Staff Transport	per vehicle per event	

Section E: Full bus refurbishment

Item	Description	Unit of measure	Rate (excl. Vat)
9.1	18m bus (Type A)	Per bus	
9.2	12m bus (Type B)	Per bus	
9.3	12m bus (Type C)	Per bus	
9.4	Partial refurbishment 9m bus (Type D)	Per bus	
9.5	Partial refurbishment 18m bus (Type E)	Per bus	
9.6	Partial refurbishment 12m bus (Type F)	Per bus	

Section F: Prime cost sums

Item	Description	Unit of measure	Sum
10.1	Concession service pilot study	Prime cost sum	R 10 000 000.00

Section G: Provisional sums

Item	Description	Unit of measure	Sum
11.1	Vehicle livery	Provisional sum	R 8 000 000.00
11.2	Depot fixed equipment replacement	Provisional sum	R 50 000 000.00
11.4	Staff training costs	Provisional sum	R 21 000 000.00

11.5	Contract transition costs	Provisional sum	R 12 000 000.00
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Section H: Contingency sum

Item	Description	Unit of measure	Rate
12.1	General items	Percentage	2%

Price Schedule 2: Contract Area B

Section A: Overhead costs

Item	Description	Unit of measure	Rate (excl. Vat)
1.1	Fixed cost	per notional month	

Section B: Scheduled services

Item	Description	Unit of measure (per notional month)	Rate (excl. Vat)
2.	Vehicle fixed cost per notional month		
2.1	18m bus (Type A)	per vehicle	
2.2	12m bus (Type B)	per vehicle	
2.3	12m bus (Type C)	per vehicle	
2.4	9m bus (Type D)	per vehicle	
2.5	9m bus (Type D) – Surplus Vehicles only	per vehicle	
2.5	18m bus (Type E)	per vehicle	
2.6	12m bus (Type F)	per vehicle	
2.7	7m midibus (23 seats)	per vehicle	
2.8	6m minibus (16 seats)	per vehicle	
3.	Operational staff cost per notional month		
3.1	Drivers	per driver	
3.2	Regulators	per regulator	
4.	Operating cost per vehicle type		
4.1	18m bus (Type A)	per km	
4.2	12m bus (Type B)	per km	
4.3	12m bus (Type C)	per km	
4.4	9m bus (Type D)	per km	
4.5	18m bus (Type E)	per km	
4.6	12m bus (Type F)	per km	
4.7	7m midibus (23 seats)	per km	
4.8	6m minibus (16 seats)	per km	

Section C: Capital repayment costs

Item	Description	Unit of measure (per notional month)	Rate (excl. Vat)
5.	Bank re-payment or lease cost per notional month		
5.1	7m midibus (23 seats)	per vehicle	

5.2	6m minibus (16 seats)	per vehicle	
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Section D: Event and charter services

Item	Description	Unit of measure	Rate (excl. Vat)
6.	Time based cost for vehicle and driver for up to 4 hours		
6.1	Weekday	per vehicle per day	
6.2	Saturday	per vehicle per day	
6.3	Sunday and Public Holiday	per vehicle per day	
7.	Additional time-based cost per hour for vehicle and driver above 4 hours		
7.1	Weekday	per vehicle per hour	
7.2	Saturday	per vehicle per hour	
7.3	Sunday and Public Holiday	per vehicle per hour	
8.	Staff required for charter services		
8.1	Event Transport Manager	per hour	
8.2	Mechanic	per hour	
8.3	Vehicle Controller / Dispatcher	per hour	
8.4	Ambassador	per hour	
8.5	Counter	per hour	
8.6	Staff Transport	per vehicle per event	

Section E: Full bus refurbishment

Item	Description	Unit of measure	Rate (excl. Vat)
9.1	18m bus (Type A)	Per bus	
9.2	12m bus (Type B)	Per bus	
9.3	12m bus (Type C)	Per bus	
9.4	Partial refurbishment 9m bus (Type D)	Per bus	
9.5	Partial refurbishment 18m bus (Type E)	Per bus	
9.6	Partial refurbishment 12m bus (Type F)	Per bus	

Section F: Prime cost sums

Item	Description	Unit of measure	Sum
10.1	Concession service pilot study	Prime cost sum	R 10 000 000.00

Section G: Provisional sums

Item	Description	Unit of measure	Sum
11.1	Vehicle livery	Provisional sum	R 9 000 000.00
11.2	Depot fixed equipment replacement	Provisional sum	R 50 000 000.00
11.3	Staff training costs	Provisional sum	R 26 000 000.00

11.4	Contract transition costs	Provisional sum	R 14 000 000.00
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Section H: Contingency sum

Item	Description	Unit of measure	Rate
12.1	General items	Percentage	2%

Price Schedule 3: Contract Area C

Section A: Overhead costs

Item	Description	Unit of measure	Rate (excl. Vat)
1.1	Fixed cost	per notional month	

Section B: Scheduled services

Item	Description	Unit of measure (per notional month)	Rate (excl. Vat)
2.	Vehicle fixed cost per notional month		
2.1	18m bus (Type A)	per vehicle	
2.2	12m bus (Type B)	per vehicle	
2.3	12m bus (Type C)	per vehicle	
2.4	9m bus (Type D)	per vehicle	
2.5	9m bus (Type D) – Surplus Vehicles only	per vehicle	
2.5	18m bus (Type E)	per vehicle	
2.6	12m bus (Type F)	per vehicle	
2.7	7m midibus (23 seats)	per vehicle	
2.8	6m minibus (16 seats)	per vehicle	
3.	Operational staff cost per notional month		
3.1	Drivers	per driver	
3.2	Regulators	per regulator	
4.	Operating cost per vehicle type		
4.1	18m bus (Type A)	per km	
4.2	12m bus (Type B)	per km	
4.3	12m bus (Type C)	per km	
4.4	9m bus (Type D)	per km	
4.5	18m bus (Type E)	per km	
4.6	12m bus (Type F)	per km	
4.7	7m midibus (23 seats)	per km	
4.8	6m minibus (16 seats)	per km	

Section C: Capital repayment costs

Item	Description	Unit of measure (per notional month)	Rate (excl. Vat)
5.	Bank re-payment or lease cost per notional month		
5.1	7m midibus (23 seats)	per vehicle	

5.2	6m minibus (16 seats)	per vehicle	
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Section D: Event and charter services

Item	Description	Unit of measure	Rate (excl. Vat)
6.	Time based cost for vehicle and driver for up to 4 hours		
6.1	Weekday	per vehicle per day	
6.2	Saturday	per vehicle per day	
6.3	Sunday and Public Holiday	per vehicle per day	
7.	Additional time-based cost per hour for vehicle and driver above 4 hours		
7.1	Weekday	per vehicle per hour	
7.2	Saturday	per vehicle per hour	
7.3	Sunday and Public Holiday	per vehicle per hour	
8.	Staff required for charter services		
8.1	Event Transport Manager	per hour	
8.2	Mechanic	per hour	
8.3	Vehicle Controller / Dispatcher	per hour	
8.4	Ambassador	per hour	
8.5	Counter	per hour	
8.6	Staff Transport	per vehicle per event	

Section E: Full bus refurbishment

Item	Description	Unit of measure	Rate (excl. Vat)
9.1	18m bus (Type A)	Per bus	
9.2	12m bus (Type B)	Per bus	
9.3	12m bus (Type C)	Per bus	
9.4	Partial refurbishment 9m bus (Type D)	Per bus	
9.5	Partial refurbishment 18m bus (Type E)	Per bus	
9.6	Partial refurbishment 12m bus (Type F)	Per bus	

Section F: Prime cost sums

Item	Description	Unit of measure	Sum
10.1	Concession service pilot study	Prime cost sum	R 10 000 000.00

Section G: Provisional sums

Item	Description	Unit of measure	Sum
11.1	Vehicle livery	Provisional sum	R 7 000 000.00
11.2	Depot fixed equipment replacement	Provisional sum	R 50 000 000.00
11.3	Staff training costs	Provisional sum	R 27 000 000.00

11.4	Contract transition costs	Provisional sum	R 15 000 000.00
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Section H: Contingency sum

Item	Description	Unit of measure	Rate
12.1	General items	Percentage	2%

PRICING INSTRUCTIONS:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices/rates tendered must include all expenses, disbursements and costs that are directly or indirectly required and would reasonably be anticipated by an experienced bus operator for the execution of all the tenderer's obligations in terms of the Contract (irrespective if an item is specifically mentioned below or not), and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 The successful tenderer is required to provide all equipment, personnel or functions as listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price 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 CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.6 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in Clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.7 This award will be rates-based.
- 5.8 The above schedules do not contain monthly quantities. Estimated monthly quantities are provided in the pricing instructions below and are provided solely for the purpose of establishing the rates. **Actual monthly quantities during the contract will vary and any deviations from the estimated quantities will not be grounds for any future claims.**
- 5.9 Prime Costs and Provisional Sums are fixed budgets applicable to the full contract period.
- 5.10 VAT is not applicable to public transport services and is therefore not applicable to these rates but may be applicable to items claimed through the provisional sums.
- 5.11 Please refer to the Operational Specifications document for further detail on the items below.

Section A: Overhead costs (referred to as Fixed Costs in the Contract)

5.12 **The Fixed Cost** is expressed as a monthly amount not linked to the number of kilometres completed or the number of vehicles utilised by the Operator. This item shall be a fixed rate as submitted by the Tenderer, and is required to cover all initial setup and monthly fixed costs of operating the scheduled services, including but not limited to:

- Head office executive management and staff costs, including the respective total cost of employment (TCOE), uniforms if required, etc (excluding drivers, bus washers and any other workshop and operational staff whose quantity is related to the number of buses operated);
- Board of Directors emoluments;
- Service vehicle capital and financing costs;
- Public liability, directors' indemnity, and other insurances on items such as VOC-owned furniture, fixtures & equipment (FF&E) and tools (excluding all properties, fixed assets & vehicles etc that will be insured by the City);
- Performance guarantee costs;
- All office and depot FF&E including tools (includes initial fit-out, maintenance and replacement);
- Depot fuel management system;
- Stationary;
- Communication costs (telephone, internet etc);
- Office and workshop consumables (include cleaning materials, stationery, etc);
- Utilities (e.g. electricity, water, sewerage, and solid waste);
- Bank charges and interest;
- IT support;
- Software licenses;
- Legal and audit fees;
- Professional fees and other general expenses etc;
- ISO / RTMS maintenance upkeep;
- Staff transport;
- Firefighting equipment;
- Medical expenses;
- Security;
- Cleaning services.

Noting that all consumption costs and utilities (water, electricity, sewerage, waste removal, etc) are for the own account of the Tenderer, and shall not be recovered from the City. A record of previous utility bills is provided in **Appendix E** of the Operational Specifications.

Please note that the Tenderer must ensure that all **working capital requirements for the first two months of operations after the Service Commencement Date are included in the tendered rates**, as there will be a two-month lag before the first invoice is paid.

Section B: Scheduled services

5.13 **The Vehicle Fixed Cost** is expressed as the monthly cost for all Vehicles. The City in its sole discretion shall determine the peak bus requirement for the duration of this Contract. This cost is required to cover all vehicle-related fixed costs as follows:

5.13.1 Rates for peak buses plus engineering spares should include, but are not limited to:

- Bus-related operational and engineering staff costs, including the respective total cost of employment (TCOE), uniforms if required, etc (e.g. dispatchers, supervisors, bus washers, fuel attendants, shunter drivers, mechanics, auto-electricians, etc but excluding for example, drivers, regulators, fleet manager, technical manager, accident clerk, and storeman);
- Operating licences, vehicle licences and permits. Vehicle licence fees must be in accordance with the National Road Traffic Act (NRTA), Act 93 of 1996, and all vehicles must be registered in the Western Cape;
- Regular roadworthy tests at an A-Grade independent testing station;
- Equipment maintenance costs not related to kilometres travelled i.e. fixed equipment related to bus operations (e.g. fuelling equipment, brake testing machine etc);
- Bus cleaning costs (including consumables and washing buses);

- On vehicle driver management system (Drive Cam or similar system with the capability of video evidence and driver safety capabilities); and
- There are specific requirements that are often annual costs, and these will need to be apportioned accordingly within the Vehicle Fixed Cost Rate, and include items such as but not limited to:
 - On vehicle fleet diagnostics system;
 - Fire extinguishers and triangles;
 - Sanitizer and dispensers;
 - First aid equipment;

5.13.2 Rates for surplus 9m Vehicles should include but not limited to:

- Operating licences, vehicle licences and permits;
- Regular roadworthy tests;
- Bus cleaning costs (including consumables);
- On vehicle fleet diagnostics system;
- Fire extinguishers and triangles;
- Sanitizer and dispensers;
- First aid equipment;
- On vehicle driver management system (Drive Cam or similar with video evidence and driver safety capabilities); and
- Vehicle insurance excess (not monthly premiums, which are paid by the City subject to the specific conditions of the Agreement, and as outlined in the Contract).

Note that if a Vehicle is unavailable, under specific circumstances that are acceptable to the City in its sole discretion, for more than one month due to lay-up or any other reasons, then this item will be paid for on a pro-rata basis

- 5.14 The estimated monthly quantities on which the rates should be based are provided in the table below. Please note that these are estimated monthly quantities, provided solely for the purpose of establishing rates. Actual monthly quantities during the contract may vary and any deviations from the estimated quantities will not be grounds for any future claims. Please note that the **City reserves the right to transfer surplus Vehicles (Vehicles in excess of peak Vehicle plus notional 15% engineering spares, or as indicated in the table below) to any other MyCiTi Operator at its sole discretion.** Details of the vehicle types are provided in the Operational Specifications.

Fleet type	Contract Area A			
	Peak buses	Engineering spares	Surplus buses	Total fleet
18m Volvo HF (Type A)	-	-	-	-
18m Scania HF (Type E)	-	-	-	-
12m Volvo HF (Type B)	-	-	-	-
12m Volvo HF (Type C)	27	1	-	28
12m Scania HF (Type F)	16	4	-	20
9m Optare LF (Type D)	16	4	38	58
7m midibus	TBD	TBD	-	TBD
6m minibus	TBD	TBD	-	TBD
TOTAL	59	9	38	106
Percentage of total Ph1	27%			33%

Fleet type	Contract Area B			
	Peak buses	Engineering spares	Surplus buses	Total fleet
18m Volvo HF (Type A)	1	1	-	2
18m Scania HF (Type E)	19	3	-	22
12m Volvo HF (Type B)	-	-	-	-

12m Volvo HF (Type C)	-	2	-	2
12m Scania HF (Type F)	18	-	-	18
9m Optare LF (Type D)	37	8	21	66
7m midibus	TBD	TBD	-	TBD
6m minibus	TBD	TBD	-	TBD
TOTAL	75	16	19	110
Percentage of total Ph1	34%			34%

Fleet type	Contract Area C			
	Peak buses	Engineering spares	Surplus buses	Total fleet
18m Volvo HF (Type A)	4	2	-	6
18m Scania HF (Type E)	-	-	-	-
12m Volvo HF (Type B)	3	4	-	7
12m Volvo HF (Type C)	5	1	-	6
12m Scania HF (Type F)	-	-	-	-
9m Optare LF (Type D)	72	14	-	86
7m midibus	TBD	TBD	-	TBD
6m minibus	TBD	TBD	-	TBD
TOTAL	84	21	-	105
Percentage of total Ph1	39%			33%

Details of the bus types are provided in the Operational Specifications document.

- 5.15 **The Operational Staff Cost** comprises driver and regulator employment costs per month (and further subject to the conditions outlined in the Contract). The minimum amount to be paid by the Operator to both regulator and drivers' rates must not be less than the rate as prescribed by SARPBAC.
- 5.16 **The Driver Cost** is expressed as the total monthly cost per driver employed and is required to cover all costs including, but not limited to:
- Total cost of employment including salaries and benefits;
 - PrDP and driver's licence costs;
 - Cell phone and/or communication costs;
 - Driver transport; and
 - Uniforms.
- 5.17 The City will compensate the operator for the number of drivers needed as determined by the City at its sole discretion using computerised based scheduling software or other manual based scheduling systems where appropriate, and which shall be provided to the Operator in writing from time to time during the currency of the Contract.
- 5.18 **The Regulator Cost** refers to any staff required to regulate bus departures and arrivals and to attend to passenger queue management and enquiries at designated stations. The decision to provide a regulator, and the specific number thereof, must be agreed with the City according to a roster before re-imburement of this cost can be authorised. It is expressed as the total monthly cost per regulator employed and is required to cover all costs including, but not limited to:
- Total cost of employment including salaries and benefits;
 - Cell phone and/or communication costs;
 - Regulator transport; and
 - Uniforms.
- The minimum amount to be paid by the VOC to both regulator and drivers' rates must not be less than the rate as prescribed by SARPBAC.
- 5.19 The estimated monthly quantities on which the rates should be based are provided in the table below.

Section C: Capital repayment costs

5.22 **Bank Re-payment or Lease Cost** - The City may require the Operator to procure vehicles in the event of expansion of services, end of life of fleet or replacement due to accident damage, fire or theft. The cost covers the monthly capital repayment or lease cost of vehicles procured by the Operator, amortized over an expected life of 6 years i.e. not just the Contract Period. It also includes but is not limited to:

- Monthly capital repayment or lease cost;
- All administration fees; and
- New livery and replacement livery during the contract if required.

At the end of the contract, the City will retain ownership of these replacement vehicles procured by the Operator.

Section D: Event and charter services

5.23 This section refers to the payment for Event Services and Charter Services. The cost structure will consist of the following time-based costs for providing the vehicle and driver.

5.24 **Time based cost for up to 4 hours** refers to any period in a day of less than four hours for which the vehicle is chartered. This cost covers all costs linked to the provision of the vehicle and driver per vehicle, regardless of kilometres travelled. Rates must be provided for weekdays, Saturdays and Sundays / Public Holidays.

5.25 **Additional time-based cost per hour over and above 4 hours** refers to the scenario where a vehicle is chartered for more than four hours at a time. This cost per hour will be in addition to the 4 hours priced in the item above and must cover all costs linked to the provision of the vehicle and driver per vehicle, regardless of kilometres travelled.

5.26 **Staff required for charter services** - Where the City has directed the Operator to manage Vehicle movements for a Charter Services and Event Service, the City may direct the Operator to submit a staffing plan, which shall be subject to the City's approval. Regarding staff deployed in terms of an approved staffing plan, hourly rates must be populated for the following staff, irrespective to the day of the week.

Monthly adjusted by SARPAC:

- Mechanic
- Vehicle Controller / Dispatcher

Monthly adjusted by CPI:

- Event Transport Manager
- Ambassador
- Counter

5.27 **Staff Transport** – this cost refers to Event Services or Charter Services where Employees are required to report and/or sign-off during a period when ordinary public transport is not available, and the Operator must provide Staff Transport. The rate must be completed as a flat rate per vehicle per event for a reasonable number of vehicles relative to the number of Employees as are required, for the start and/or end of the Event Services or Charter Service, subject to the City's approval.

5.28 Estimated quantities are not provided for event and charter services as these are only required on an ad-hoc basis and are minimal.

Section E: Bus refurbishment

5.29 This refers to the total cost for the full refurbishment of Type A, B & C buses and the partial refurbishment of Type D, E & F buses. The refurbishment of a bus must be agreed with the City before re-imburement can be authorised. These rates will only be applicable to City-owned vehicles. See **Section 6.2** in the Operational Specifications for more details.

Section F: Prime cost sums

- 5.30 **Prime Cost Sums** refer to budgetary allocations for ad-hoc or unknown items that are paid at the sole discretion of the City. This is a single budgetary amount for the life of the Contract. The allowance can be for any ad-hoc, set-up or regular costs that are not listed above or envisaged at the time of the tender.
- 5.31 **Concession Pilot** refers to an allowance for a subcontracted concession pilot that will provide feeder services contracted on a nett basis. Details of the concession pilot are provided in **Section 3** of the Operational Specifications. Rates to operate the service will be negotiated with the Tenderer when the operational specifications of the pilot service are agreed.

Section G: Provisional Sums

- 5.32 **Provisional Sums** refer to budgetary allocations for ad-hoc or unknown items that are paid at the sole discretion of the City. This is not a monthly sum but is a fixed budget for the duration of the Contract and procurement must be in terms of the City’s Supply Chain Management Policy. These costs will only be re-imbursed where there has been pre-expenditure approval in writing from the City and on submission of a tax invoice.
- 5.33 **Vehicle Livery** – The VOC must maintain the livery (internal and external) in good condition (fair wear and tear excepted) and repair, at the VOC’s cost, any damage due to any reason including impact of cleaning by the VOC, accidents or vandalism. However, should the livery deteriorate due to fair wear and tear to such a degree that the City requires the livery to be reapplied, or the City decides to rebrand the vehicles, the VOC will reapply the livery and will be reimbursed by the City through this Provisional Sum at the City’s sole discretion for costs incurred with accredited and suitably qualified service providers.
- 5.34 **Fixed depot equipment replacement** – this budgetary provision is available to cover the cost of the replacement of fixed depot equipment (operational specific immovable assets) required for the operation of buses, such as fuelling equipment, fuel tanks, brake testing machine, washing equipment etc. The replacement of any equipment will only be on written instruction from the City. Any loss of equipment is to be replaced at the Operator’s own expense.
- 5.35 **Training** - this budgetary provision is available to cover the cost of all ongoing refresher and attrition training of drivers and staff throughout the Contract period in accordance with a training plan agreed with the City. The City reserves the right to either pay for training through this provision or via an alternative contract.
- 5.36 **Contract transition costs** - this budgetary provision is available to cover temporary costs incurred by the VOC during the transitional period between the Commencement Date (when the contract is signed) and the Service Commencement Date (when services commence). This provision is only available to cover costs that are temporary in nature and directly related to the transition process ie temporary office rental, salaries, initial training of driver and staff, route testing and consumables etc. The payment of these costs must be pre-agreed with the City and will only be paid at the sole discretion of the City.

Section H: Contingency sum

- 5.37 **General items** – this contingency sum is available to cover any ad-hoc or monthly costs that are not listed above or reasonably envisaged at the time of the tender. The amount is calculated as a percentage of the notional Monthly Contract Value (excluding provisions and prime cost sums), calculated as the tendered rates multiplied by the basket of quantities over the Contract operations period.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

THE DETAILS OF THE OPERATIONAL SPECIFICATIONS SETTING OUT INFORMATION RELEVANT TO THE TENDER AND THE PROVISION OF SERVICES ARE ANNEXED AND IS MARKED AS C.5.

1. TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words "or equivalent".

2. EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the Supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT or its agent, upon request.

3. FORMS FOR CONTRACT ADMINISTRATION

The Supplier shall complete, sign and submit with each invoice, the following:

Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **R 500.00** per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance registers or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

C.5 OPERATIONAL SPECIFICATIONS

Provision of MyCiTi Phase 1 Stage 2
Public Transport Services on behalf of
the City of Cape Town

OPERATIONAL SPECIFICATIONS (C.5)

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INTERPRETATIONS AND DEFINITIONS

Please note that all Words used in this Operational Specifications are as defined in the Special Conditions of Contract ('the Agreement'), which are annexed and marked as C.6 to the Phase 1 Stage 2 Tender.

Disclaimer:

These Operational Specifications have been prepared to provide a high-level overview of the requirements and features of the MyCiTi Phase 1 Stage 2 contracting area. For purposes of considering the contractual rights and obligations, Tenderers are advised to consider the content of the Agreement, the Tender and these Operational Specifications in its entirety to fully consider the requirements for Phase 1 Stage 2 as provided for in the Contract.

1 INTRODUCTION

Disclaimer:

It is expected that Tenderers will undertake their own due diligence to verify information presented and make their own assumptions in developing cost models to inform contract pricing. Where circumstances change and information needs to be updated, all parties will be transparently and equitably advised.

1.1 Purpose

The purpose of this Operational Specifications document is to set out the detailed operational information required for tendering.

1.2 Background

MyCiTi Phase 1A is a key element of the City's IPTN (Integrated Public Transport Network), providing universally accessible public transport at a relatively high level of passenger capacity, along key corridors with a range of supporting services to ensure adequate network coverage. The use of dedicated busways by MyCiTi trunk, and certain direct services, provide for greater passenger capacity and levels of mobility. To overcome the trunk accessibility limitations, direct and feeder services are provided to improve coverage. Long-term negotiated contracts in terms of Section 41 of the NLTA for the Phase 1A service commenced in November 2013.

MyCiTi Phase 1A includes the central city area (ranging from Hout Bay and Salt River to the City Bowl) and the West Coast corridor from the inner-city northwards to Blaauwberg and Atlantis, and eastwards towards Koeberg Road and Montague Gardens. These areas include residential, commercial, and industrial areas such as the V&A Waterfront, Paarden Eiland, Century City, Dunoon and Atlantis. The Phase 1A area intersects with the rail network at Woodstock station, through which all metro-wide rail routes pass, providing good connectivity between the West Coast corridor and the rest of the metropolitan area. A map of the Phase 1 routes is provided in **Figure 1-1**.

1.3 MyCiTi Phase 1 Stage 2 Tender

The three negotiated Vehicle Operating Company (VOC) contracts for Phase 1A will expire on 31 October 2025. In accordance with the requirements of the MFMA and the NLTA regarding competitive tendering, the new contracts for the second stage of the MyCiTi Phase 1 Stage 2 service (Phase 1 Stage 2) must be awarded by competitive tender. New tendered services are required to commence from 1 November 2025 to avoid a gap in service. Tendered contracts will be concluded for a seven (7) year period as provided for in the NLTA.

The current MyCiTi Phase 1A area will be split into three contract area, grouping routes that generally operate in these areas as shown in **Figure 1-2**. Routes that traverse into the other areas are assigned to the relevant contract area and depot by route origin. Details are described in **Section 3**.

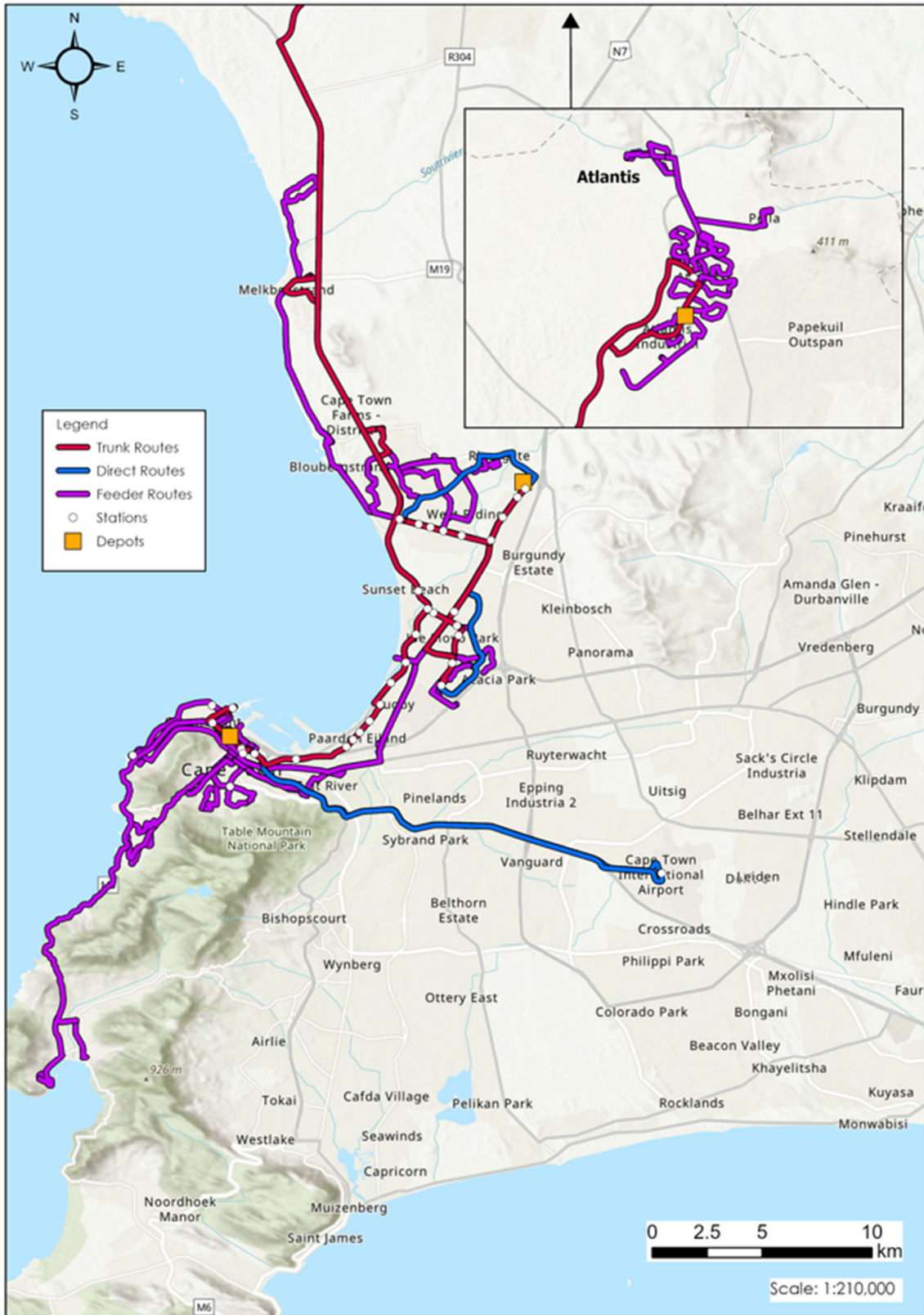


Figure 1-1: MyCiti Phase 1A routes

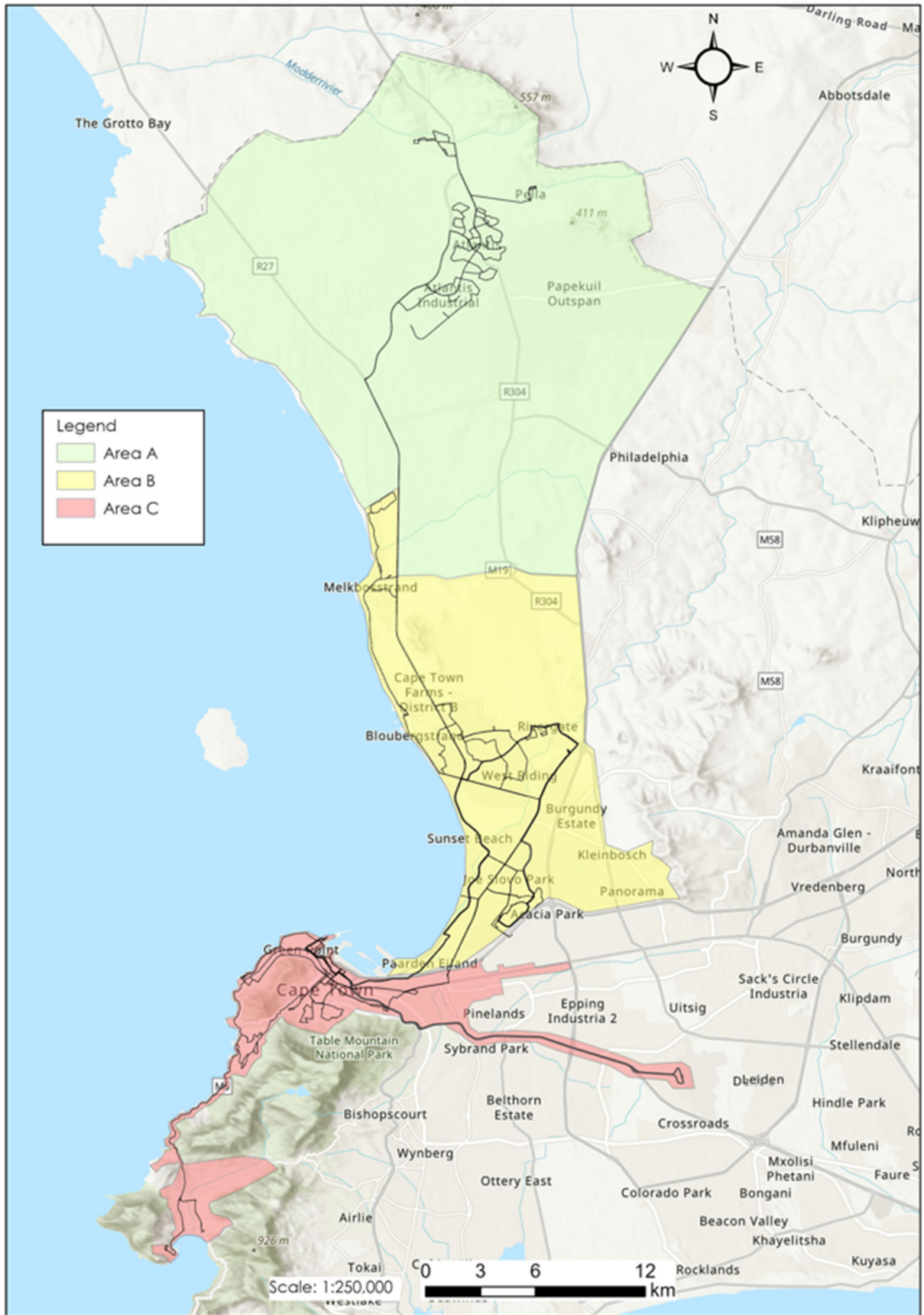


Figure 1-2: Phase 1 Stage 2 Contract Areas A, B & C

1.4 Legal basis for tendered contracts

The Phase 1A contract was negotiated and concluded for a 12-year period, as provided for in Section 41 of the NLTA which states that such a contract may be awarded once only.

Section 42(1) and (2) of the NLTA indicates that after such a negotiated contract has concluded, the City must take steps to put the next stage of the contract out to tender.

Section 42(1) and (2) of the NLTA provides that:

42. (1) "The Contracting authorities must take steps within the prescribed period and in the prescribed manner before expiry of contracts contemplated in subsection (2)(a), (b) or (c) to put arrangements in place for the services to be put out to tender so that the services can continue without interruption.

(2) If after expiry of—

(a) a negotiated contract concluded under Section 41;

(b) a subsidised service contract concluded under this section; or

(c) a negotiated contract, interim contract, current tendered contract or subsidised service contract concluded in terms of the Transition Act,

or any extension thereof, the relevant services may continue to be subsidised, this must be done in terms of a subsidised service contract concluded in terms of this section.

In terms of section 42(5) of the NLTA, at the conclusion of the negotiated contract period i.e. the section 41 contracts (the 12-year contract), the City must award a contract for a maximum period of 7-years through a competitive tender process. The City is bound to follow this procedure and has no discretion to do it in any other manner. The implementation hereof is done in accordance with the City's Supply Chain Management Policy.

2 OVERVIEW OF SERVICES

2.1 Service types

The MyCiTi service comprises trunk, direct, and feeder services, operated on a gross contract basis with routes and schedules determined by the City. Operational details of these services are provided in **Section 3**.

In addition, Concession Services may be operated with selected feeder/distributor routes functioning as concession services on a Nett Contract basis or as otherwise determined once the feasibility thereof has been tested with pilot concession services during the contract period. Further details hereof are provided in **Section 3.8**.

The responsibilities of the VOCs regarding the operation of the MyCiTi services are summarised in **Section 11**.

2.2 Fleet

The MyCiTi fleet, are all owned by the City, and refers to those vehicles procured by the City and supplied to the VOCs at the commencement of the Phase 1 Stage 2 contract for purposes of operating MyCiTi services. These vehicles include a range of 18m high floor articulated vehicles, 12m high floor rigid buses and 9m low entry buses. The three types of buses that will be utilised for Phase 1 Stage 2 for the provision of the core MyCiTi services are:

- 18m high floor articulated buses as shown in **Figure 2-1**.
- 12m high floor rigid buses as shown in **Figure 2-2**.
- 9m low entry rigid buses as shown in **Figure 2-3**.

A mix of high floor and low entry buses are used in Phase 1A due to the mix of high floor and low floor stations that have been built. To facilitate the movement of passengers between buses and stations, all buses are equipped with right hand side doors.

All low entry buses have a low floor left hand door entrance whereas high floor buses have a kerb height left hand door that steps up to the high floor level. In both cases, kerb side boarding and alighting of passengers is possible noting that use of the left door on high floor buses is not UA compliant.

All Phase 1A Vehicles currently have internal combustion diesel engines. The City reserves the right to implement alternative modes of propulsion in line with its commitments to introduce green energy vehicles.

The City is exploring the possibility of using smaller vehicles and low floor 12m buses on certain routes to enhance service frequency and provide further public service. These may be added to the MyCiTi fleet during the course of the contract.

Detailed fleet specifications are provided in **Section 6** as read with **Appendix G**.



Figure 2-1: Example of a high floor 18m bus



Figure 2-2: Example of a high floor 12m bus



Figure 2-3: Example of a low entry 9m bus

2.3 Branding and marketing

All branding related to the MyCiTi services will be as determined by the City, and the City will be responsible for the marketing of the services. VOCs must comply with all reasonable instructions from the City regarding the use of graphics, information, signage and vehicle livery in relation to any marketing campaigns in connection with the services.

Detailed fleet livery is provided in **Section 6.4**.

2.4 Infrastructure

2.4.1 Roadway

Trunk routes operate on dedicated right-of-way busways with limited stopping points and interaction with general traffic. Direct routes operate between key destinations and differ from trunk routes in that they operate on both lower order roads in mixed traffic and on dedicated busways. Feeder routes operate in mixed traffic and pick up passengers either kerbside or at low floor platform stations.

2.4.2 Stations and stops

Closed stations are provided mainly along the trunk routes, with kerbside stops provided for feeder routes and portions of direct routes. There are 42 stations and about 900 stops utilised in the Phase 1A system. A brief description of the stations and stops is provided below, with more detail provided in **Section 5**.

2.4.2.1 Stations

A station is defined as a physically closed area where the entrance and exit are controlled through access gates. Ticket validation occurs at the entrance to the stations, as opposed to on board the buses. In the Phase 1A area, most stations are in the median and occur along Trunk routes with high passenger demand. They have raised platforms to facilitate ease of access through level boarding and include a ramp for wheelchair access, as shown in **Figure 2-4**.



Figure 2-4: Example of a small trunk station

2.4.2.2 Stops

A stop is defined as a location where passengers board and alight a Vehicle in an open environment and are located at low passenger demand locations. Ticket validation occurs on-board buses as passengers enter or exit a bus. The kerbside stop floor levels are raised to ensure acceptable level access to the 9m and some 12m buses, as shown in **Figure 2-5**.

Some stops are temporary, as the City is piloting the demand at such locations before implementing permanent stops.



Figure 2-5: Example of a standard MyCiTi stop

2.4.3 Depots and staging areas

Depots and staging areas are key components in the MyCiTi system. Their primary function is a location for fleet management and maintenance of Vehicles, but their location is also of critical importance to eliminate or reduce positioning kilometres and effectively assist in network operations. Details of the depots and staging areas are provided in more detail in **Section 5.3**.

2.5 Contract type and costing

The cost of operating MyCiTi Services will be paid by the City to the VOCs on a gross cost basis, comprising components of the Consideration as defined in the Agreement. Tendered rates will be subject to monthly escalation from the defined base month, as per the escalation formula provided in Error! Reference source not found.. A summary of the contracting parameters is provided in **Section 12**.

2.6 Fare systems, structure, and design

Passenger fares for MyCiTi services are collected by the City via the Automated Fare Collection (AFC) system and is retained by the City. All services in Phase 1A have been charged at a fare based on the journey distance travelled irrespective of the route type taken or transfer between route types, as long as the transfer rules are adhered to. The fare structure is described as a distance-based system, with a maximum for journeys in excess of 60km irrespective of the distance travelled beyond this distance (see **Table 2-1** for 2024/25 MyCiTi fares). In the off-peak periods, fares are charged at reduced rates.

There are also several other fare products available (see **Table 2-2**), such as single trip tickets and monthly tickets etc, which are managed by the AFC system.

Table 2-1: MyCiTi distance band-based fares 2024/25

Distance band	Peak Fare	Off-peak Fare
0-5km	R12.50	R10.50
5-10km	R17.50	R12.50
10-20km	R22.50	R17.50
20-30km	R24.50	R20.50
30-40km	R27.50	R22.50
40-50km	R30.50	R26.50
50-60km	R34.50	R29.50
60km+	R37.50	R31.50

Table 2-2: MyCiTi other fare products 2024/25

Product	2024/25
myconnect card	R40
myconnect replacement fee	R22
Single Trip Card	R50
*Single Trip Airport Card	R50
Penalty	R15 for first two R30 thereafter
*Airport Penalty	R59
Full fare evasion	R563
Monthly Pass	R1000
One Day Pass	R90
Three Day Pass	R210
Seven Day Pass	R300
*Airport Premium charge (charged in addition to the distance-based fare)	R20

The City is investigating the possibility of converting from a distance-based system applied in Phase 1A to a zonal-based system where passengers are charged a set fare for travel within a zone or between zones. This will, however, be confirmed at a later stage by the City and is not likely to impact on VOC operations, and which changes may be communicated at a later stage by the City through a Service Notice in accordance with the Agreement. Any unforeseen impacts will be dealt with between the VOC and City accordingly during the contract duration.

2.7 Overview of governance, contracting and pricing requirements

The effective implementation of Phase 1 Stage 2 requires the City to conclude vehicle operating contracts with three VOCs. The governance, contracting and costing requirements that these VOCs will need to comply with **Section 12**. An overview is given below.

2.7.1 Governance and management requirements

The VOC must comply with all Applicable Laws. VOCs must comply with requirements of the Companies Act, Act 71 of 2008 and other applicable legislation regarding good governance as well as additional governance requirements to ensure the stability and sustainability of the VOC and protect the interests of the City, its stakeholders and the VOC shareholders.

2.7.2 Contracting requirements and process

A range of contracting provisions geared to ensuring sustainable high-quality services are set out in **Section 12**. The service that VOCs will need to deliver, need to be costed and be rates that are acceptable to the City.

3 OPERATIONS PLAN

3.1 Introduction

This Operations Plan describes the planned transport services which the VOCs are expected to operate for a seven-year period following the successful award of the tender and conclusion of the contracts. The plan contains a detailed description of the design and coverage of the MyCiTi system and is based on empirical and modelled transport demand.

The MyCiTi system demand projections presented here are based on the most up-to-date historical information available, however, the ability to accurately model future travel behaviour is always challenging.

As mentioned, Phase 1 Stage 2 is to be split into three Contract Areas A, B & C. VOCS will be responsible for operating services in their respective contract areas, noting that some routes will traverse between areas and the configuration of operating footprint across those Contract Areas as otherwise determined by the City. Allocation of these services will depend on the AM origin of the route trips. MyCiTi services will comprise trunk, direct, and feeder services, with routes and schedules determined by the City. These services can be divided into two categories: all-day and periodic services.

All-day services operate throughout the day. In general, the hours of operation will include a morning and afternoon peak-period service with shorter headways, and longer headways in the off-peak periods.

Periodic services operate for a specific period of the day in response to a periodic demand. This service responds to specific demands at key times of the day, week, month or year – for example, peak only services during the AM and PM peak periods. These services can also be express services, meaning they only serve limited stops along a route thereby allowing high volume Origin-Destination (OD) pairs to be served speedily. MyCiTi services will comprise both all-day and periodic services.

3.1.1 Trunk routes

Trunk route services are those able to carry large volumes of passengers along high-order arterial routes which facilitate mobility. This mobility, or rapid movement, is achieved through:

- Dedicated busways in the median, between the general traffic lanes.
- Prioritised intersection treatment.
- Closed median stations with off-board fare collection and verification to facilitate faster boarding of large numbers of commuters.
- Level access between station platform and Vehicle.
- Higher capacity Vehicles (12m and 18m).

An important element of trunk services are the dedicated busways. These increase operational speed and contribute towards a regular and an on-time service, irrespective of the volume of general traffic.

These dedicated busways are located in the median to minimise the interference with left- and right-turning traffic and general friction (like parking) occurring along the kerbside of the road. A short section of the busway is, however, only in one direction.

Trunk express services

Trunk express services follow the same alignment as Trunk (all stop) services, but only stop at the main stations. This service offers passengers a faster journey time. Express services are only available in the peak periods.

Trunk extensions

To further enhance customer convenience, improve fleet utilisation, and reduce operational cost, trunk extensions are utilised in the system.

This is a scheduled periodic trunk service that operates during the peak periods where the regular trunk service extends beyond its trunk origin and/or destination and penetrates into the feeder environment as a “run-on” or “run-off” in the normal timetable. Beyond the trunk origin and/or destination, this trunk changes in nature and performs a feeder-like service operating in mixed traffic, and docks at kerbside stops using its left-side door. Key characteristics of trunk extensions are:

- A combination of mixed traffic and dedicated lane operations.
- Use of the 12m high floor trunk buses.
- Left-side door stops (not universally accessible) used along feeder portions of routes.
- Duplication of universally accessible feeder services.

3.1.2 Direct routes

As with trunk extensions, direct route services have trunk and feeder parts. These services operate in mixed traffic for the feeder part of the route and then enter the busway following the trunk alignment, without passengers having to transfer to another Vehicle, thus offering the added flexibility of being able to provide a more direct service. Direct routes may also have express options.

3.1.3 Feeder routes

Feeder route services are those that feed high-volume trunk services and function as distribution services within local communities. These routes operate predominantly on local streets, so that they can penetrate the residential or commercial areas to expand coverage and distribute passengers. In areas where topography or road geometry is restrictive, smaller buses are used. In summary, feeder services are defined as follows:

- Smaller, lower capacity Vehicles.
- Operation in mixed traffic, with docking primarily along the kerb at open feeder stops.
- Dedicated sections may be provided on selected sections with significant congestion to allow for ‘queue jumping’.
- At selected locations, feeders (mainly using 9m buses) will dock at stations using the right-side door to allow closed transfers with other services.
- Universally accessible infrastructure on most routes.
- Fare collection and verification is on-board, except at closed feeder stations.

3.2 Timetables and operating hours

The Services will be scheduled by the City and shall operate on weekdays (Mondays to Fridays), weekends (Saturdays and Sundays) and on Public Holidays for a minimum number of hours per day. The operating hours are indicated in **Table 3-1**. The City shall instruct the Operator in writing, if the Services are required to operate beyond these time frames or deviate from the timetables as per **Appendix B**.

Table 3-1: Typical MyCiTi service operating times

Weekday operating hours	
Services start:	05:00
Services end:	22:00
AM Peak period:	06:00 – 09:00
PM Peak period:	15:30 – 18:30
Saturday operating hours	
Services start:	06:00
Services end:	22:00
Sunday operating hours	
Services start:	07:00
Services end:	21:00

3.3 Services in Contract Area A

Contract Area A consists of feeder routes that operate within this area, and trunk and direct services that originate in this area but operate between contract areas. The individual route maps and descriptions are provided in **Appendix A** and the operational specifications and timetables are provided in **Appendix B**. The following sections provide a summary of the quantities of the peak fleet and kilometres to assist tenderers in pricing the services. This should be read with the pricing instructions in the Tender Document. It is important to note however, that these are quantities for a typical month and are for the purpose of tendering only. The final operational quantities may differ from these.

3.3.1 Trunk routes

The trunk routes are described in **Table 3-2** and shown in **Figure 3-1**. These routes are designed to serve the highest demand origins and destinations within the Phase 1 Stage 2 corridor as fast and reliably as possible.



Figure 3-1: Contract Area A Trunk routes

Table 3-2: Contract Area A trunk route descriptions

Route code	Service type	Description	Bus type	Peak fleet required (excl. spares)	Peak headway (min)	Peak cycle time (h:mm)	Kilometres per month
T02	Trunk	Atlantis-Table View-Civic	12m HF	24	8min	02:17	91 780
T03-1	Trunk	Atlantis-Table View-Century City	12m HF	19	7min	02:47	208 968
				43			300 748

3.3.2 Feeder routes

MyCiTi Feeder routes are described in **Table 3-3** and shown in **Figure 3-2**.

Table 3-3: Contract Area A feeder route descriptions

Route code	Service type	Description	Bus type	Peak fleet required (excl. spares)	Peak headway (min)	Peak cycle time (h:mm)	Kilometres per month
231	Feeder	Atlantis-Atlantis Industria East	9m LF	2	35min	00:30	17 205
232 & 244	Feeder	Industria West - Protea Park - Avondale - Atlantis	9m LF & 12m HF	5	13min	00:57	27 763
233 & 245	Feeder	Saxonsea - Goede Hoop - Atlantis	9m LF	3	12min	00:29	11 897
234	Feeder	Mamre - Atlantis	9m LF & 12m HF	2	16min	00:36	17 270
235	Feeder	Pella - Atlantis	9m LF & 12m HF	1	28min	00:23	12 479
236	Feeder	Sherwood - Atlantis	9m LF	2	12min	00:19	12 306
237	Feeder	Robinvale - Atlantis	9m LF	1	40min	00:30	8 366
246	Feeder	Atlantis Mamre - Frans	12m HF	0*	27min	00:58	20 895
				16			128 181

*Note: Peak fleet for Route 246 is zero as these are run-on/off buses from/to T02.

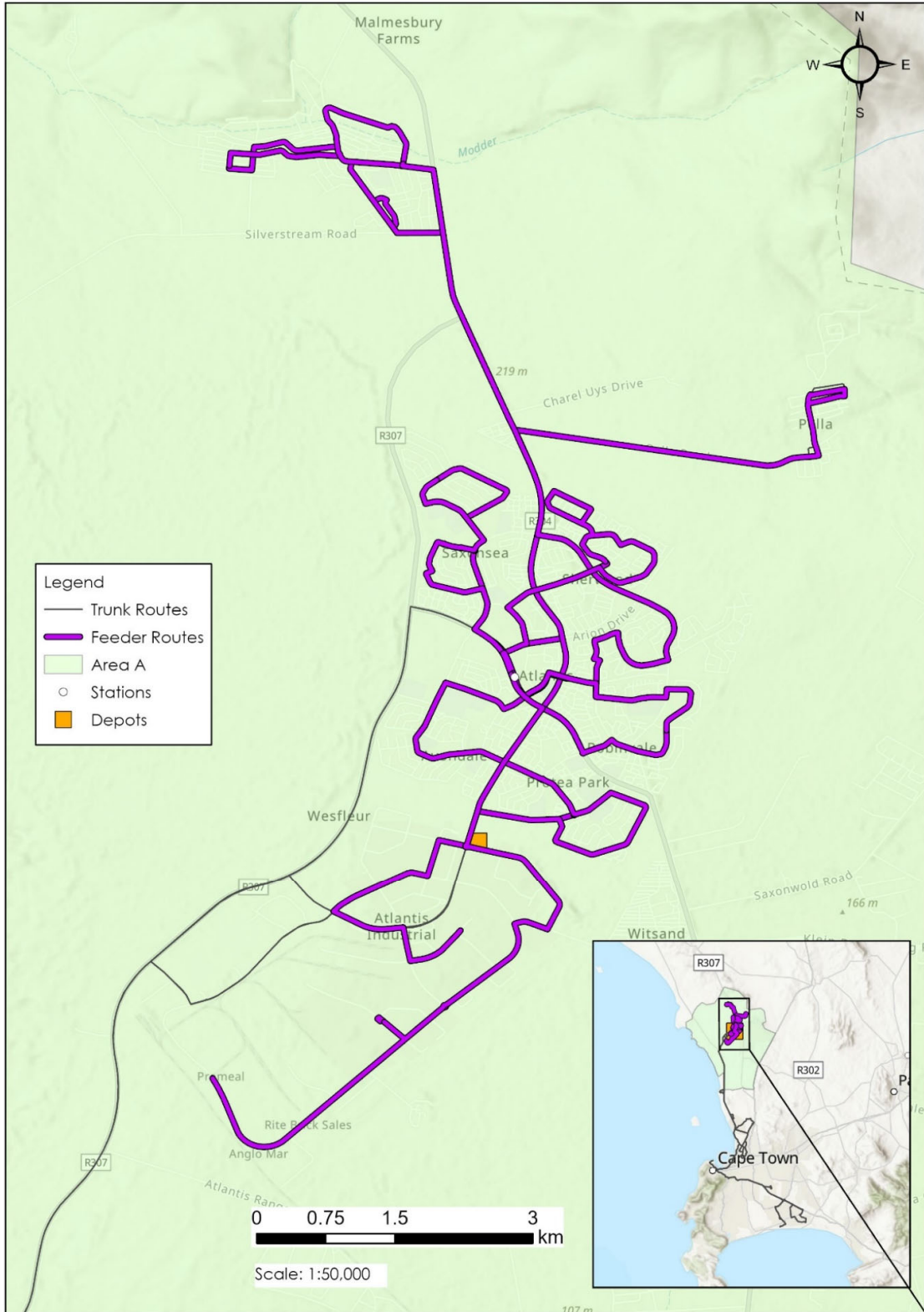


Figure 3-2: Contract Area A Feeder routes

3.4 Services in Contract Area B

Contract Area B consists of feeder routes that operate within this area, and trunk and direct services that originate in this area but operate between contract areas. The individual route maps and descriptions are provided in **Appendix A** and the operational specifications and timetables are provided in **Appendix B**. The following sections provide a summary of the quantities of the peak fleet and kilometres to assist tenderers in pricing the services. This should be read with the pricing instructions in the Tender Document. It is important to note however, that these are quantities for a typical month and are for the purpose of tendering only. The final operational quantities may differ from these.

3.4.1 Trunk routes

The trunk routes are described in **Table 3-4** and shown in **Figure 3-3**. These routes are designed to serve the highest demand origins and destinations within the Phase 1 Stage 2 corridor as fast and reliably as possible.

Table 3-4: Contract Area B trunk route descriptions

Route code	Service type	Description	Bus type	Peak fleet required (excl. spares)	Peak headway (min)	Peak cycle time (h:mm)	Kilometres per month
T01-2	Trunk	Du Noon - Table View - Civic - Waterfront	18m HF & 12m HF	11	5min	01:50	66 334
T01-3.1	Trunk	Du Noon - Table View - Civic - Waterfront	18m HF & 12m HF	11	10min	02:10	58 820
T03-2	Trunk	Atlantis-Table View-Century City	18m HF & 12m HF	9	7min	02:47	98 985
T04	Trunk	Dunoon - Omuramba - Century City	18m HF & 12m HF	3	24min	01:07	15 210

34

239 349

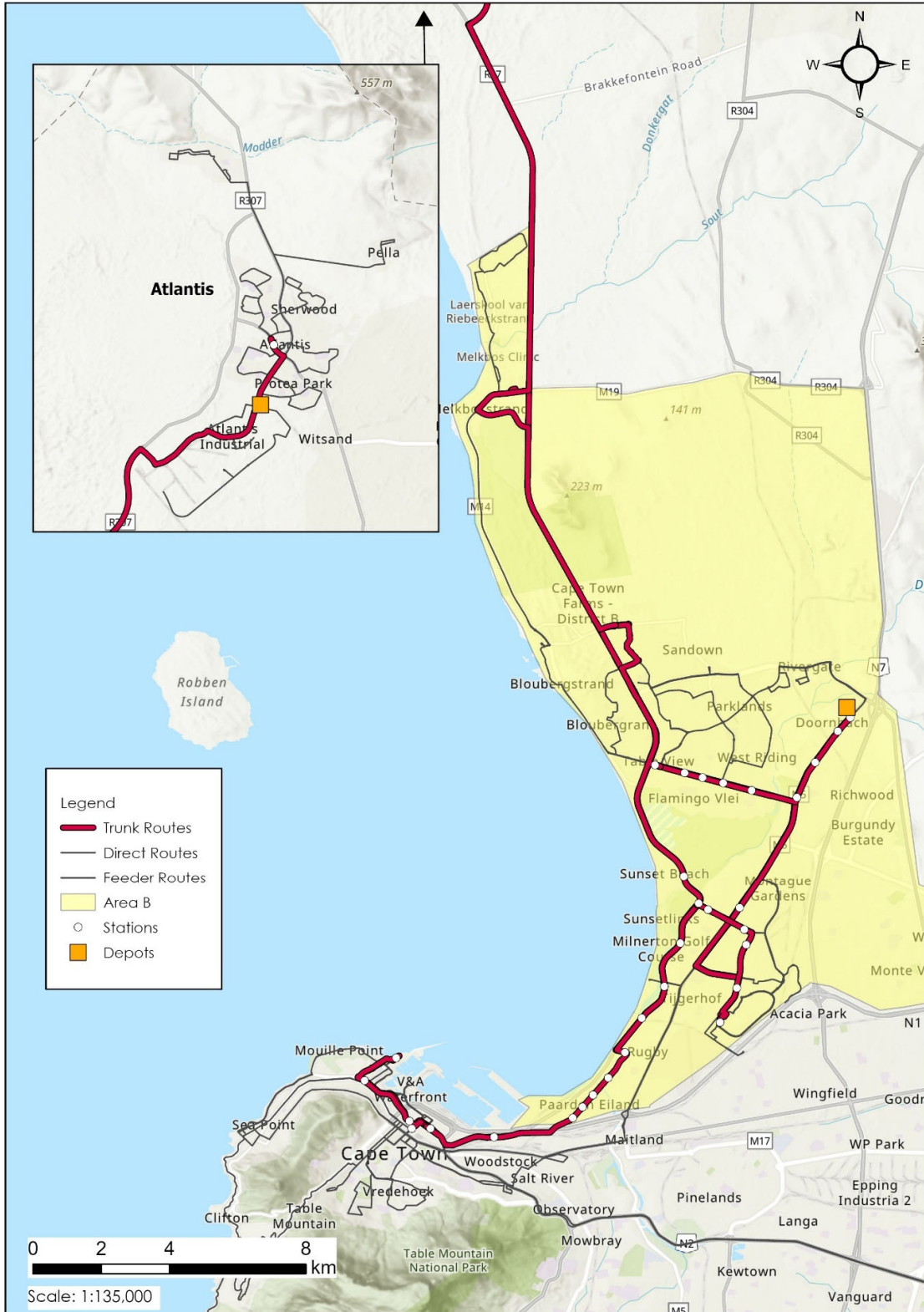


Figure 3-3: Contract Area B Trunk routes

3.4.2 Direct routes

The Direct routes are described in **Table 3-5** and shown in **Figure 3-4**.

Table 3-5: Contract Area B direct route descriptions

Route code	Service type	Description	Bus type	Peak fleet required (excl. spares)	Peak headway (min)	Peak cycle time (h:mm)	Kilometres per month
D08	All day	Dunoon - Montague Gardens - Century City	12m HF	3	24min	01:07	13 969

3

13 969



Figure 3-4: Contract Area B Direct routes

3.4.3 Feeder routes

MyCiTi Feeder routes are described in **Table 3-6** and shown in **Figure 3-5**.

Table 3-6: Contract Area B feeder route descriptions

Route code	Service type	Description	Bus type	Peak fleet required (excl. spares)	Peak headway (min)	Peak cycle time (h:mm)	Kilometres per month
213	Feeder	Sunningdale - Table View (Clockwise)	9m LF	1	35min	00:30	7 726
214a	Feeder	Parklands -TV- Marine Circle	12m HF & 9m LF	11	6min	00:58	45 707
214bc	Feeder	Table View - Duynfontein	9m LF	5	14min	01:23	53 985
215	Feeder	Sunningdale-Gie Rd-Wood Stn	9m LF	5	10 min	00:50	23 409
216	Feeder	Sunningdale-Wood Dr-Wood Stn	9m LF	4	10min	00:32	15 578
223	Feeder	Sunningdale - Table View (Anticlockwise)	9m LF	1	35min	00:33	6 708
260	Feeder	Summer Greens to Woodbridge Island	9m LF	2	24min	00:48	9 233
261-2	Feeder	Century City Rail - Omuramba - Salt River - Adderley	9m LF	6	7min	02:34	28 555
262	Feeder	Summer Greens - Century City - Wood Bridge	9m LF	3	24min	01:10	13 801

38

204 702

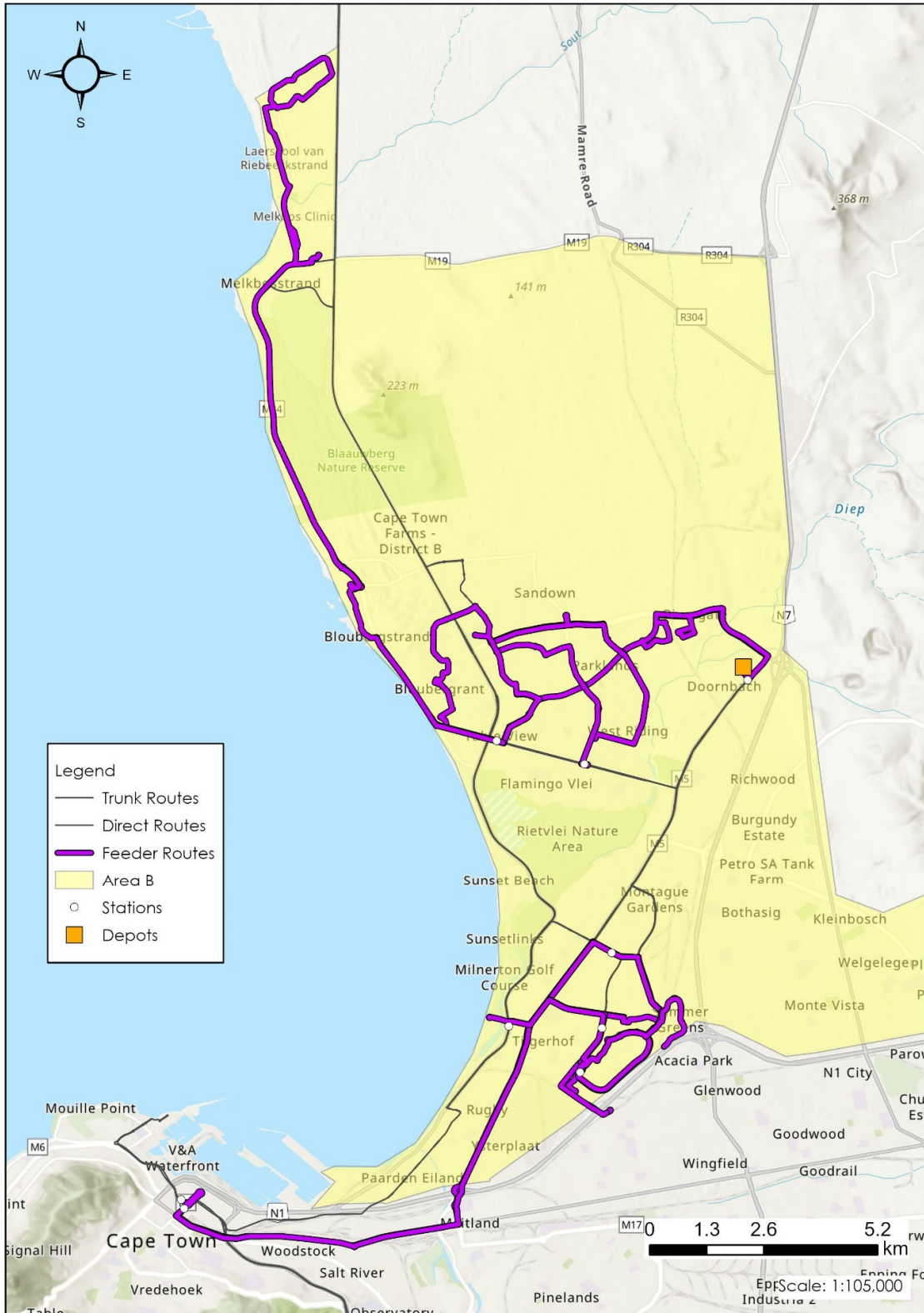


Figure 3-5: Contract Area B Feeder routes

3.5 Services in Contract Area C

Contract Area C consists of feeder routes that operate within this area, and trunk and direct services that originate in this area but operate between contact areas. The individual route maps and descriptions are provided in **Appendix A** and the operational specifications and timetables are provided in **Appendix B**. The following sections provide a summary of the quantities of the peak fleet and kilometres to assist tenderers in pricing the services. This should be read with the pricing instructions in the Tender Document. It is important to note however, that these are indicative quantities for the purpose of tendering only and the final operational quantities may differ from these.

3.5.1 Trunk routes

The trunk routes are described in **Table 3-7** and shown in **Figure 3-6**. These routes are designed to serve the highest demand origins and destinations within the Phase 1 Stage 2 corridor as fast and reliably as possible. Please note that the total kilometres per month for T01-1 also include the kilometres for D05, as these buses are designated as run-on buses for route T01-1.

Table 3-7: Contract Area C trunk route descriptions

Route code	Service type	Description	Bus type	Peak fleet required (excl. spares)	Peak headway (min)	Peak cycle time (h:mm)	Kilometres per month
T01-1	Trunk	Du Noon - Table View - Civic - Waterfront	18m HF & 12m HF	6	6min	02:00	11 347
T01-3.2	Trunk	Du Noon - Table View - Civic - Waterfront	18m HF & 12m HF	4	10min	02:10	21 389
				10			32 736



Figure 3-6: Contract Area C Trunk routes

3.5.2 Direct routes

The direct service routes described in **Table 3-8** and are shown in **Figure 3-7**. These routes comprise services that combine the function of feeder and trunk services.

Route code	Service type	Description	Bus type	Peak fleet required (excl. spares)	Peak headway (min)	Peak cycle time (h:mm)	Kilometres per month
D05	Express peak	Dunoon - Parklands - Table View - Civic Centre - Waterfront	12m HF	0*	9min	02:18	8 023
A01	All day	Airport - Civic Centre	12m HF	2	30min	01:30	37 998

2

46 021

Table 3-8: Contract Area C direct route descriptions

* Note: There are no peak buses allocated to D05, as these buses are designated as run-on buses for route T01-1.



Figure 3-7: Contract Area C Direct routes

3.5.3 Feeder routes

The feeder service routes operate in mixed traffic and are described in **Table 3-9** and are shown in **Figure 3-8**.

Table 3-9: Contract Area C Feeder route descriptions

Route code	Service type	Description	Bus type	Peak fleet required (excl. spares)	Peak headway (min)	Peak cycle time (h:mm)	Kilometres per month
101	Feeder	Vredehoek - Gardens - Civic Centre (Clockwise)	9m LF	1	60 min	00:54	4 184
102	Feeder	Salt River Rail - Walmer Estate - Civic Centre	9m LF	6	14min	01:08	20 594
103	Feeder	Oranjezicht-Gardens-Civic	9m LF	2	35min	00:58	8 450
104	Feeder	Civic Centre - Waterfront - Sea Point	9m LF	2	40min	01:20	11 319
105	Feeder	Sea Point-Fresnaye-Civic	9m LF	5	12min	00:49	17 813
106	Feeder	Camps Bay (Clockwise) - Civic Centre	9m LF	9	9min	01:10	42 174
107	Feeder	Camps Bay (Anti Clockwise) - Civic Centre	9m LF	8	9min	01:05	34 704
108/118	Feeder	Hangberg - Hout Bay Harbour - Sea Point - Adderley	9m LF	8	18min	02:10	58 443
109	Feeder	Hout Bay - Adderley	9m LF	15	14min	02:16	78 679
111	Feeder	Vredehoek - Gardens - Civic (Anti Clockwise)	9m LF	1	60min	00:55	3 975
113	Feeder	Upper Kloof - Adderley - Waterfront	9m LF	1	70min	01:10	5 084
261-1	Feeder	Century City Rail - Omuramba - Salt River - Adderley	9m LF	14	7min	02:34	66 628

72

352 047

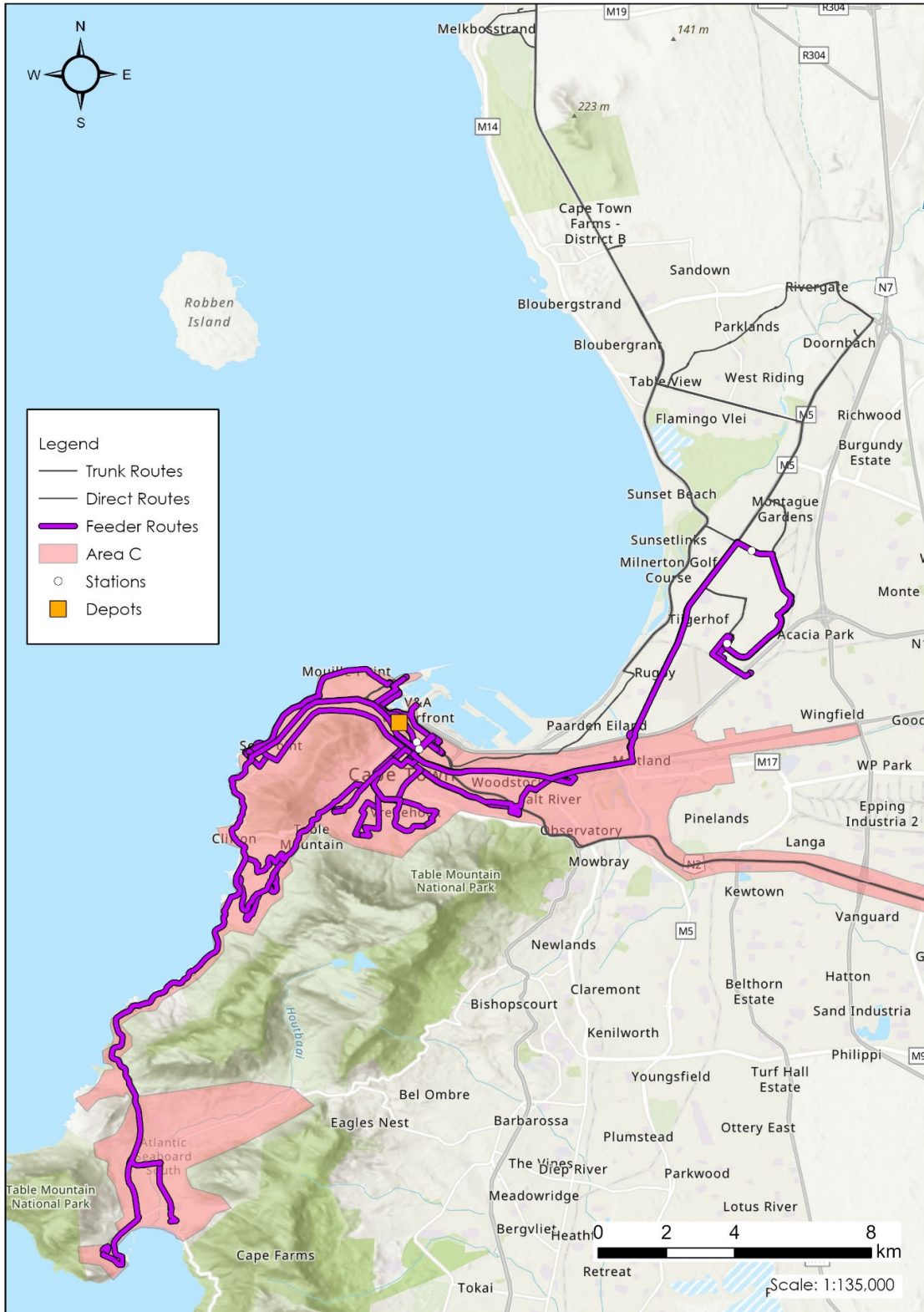


Figure 3-8: Contract Area C Feeder routes

3.6 Summary of bus and kilometre allocation

The allocation of peak buses and kilometres for Gross Contracted Services is summarised in **Table 3-10**: and further detail on a route-by-route basis is provided in **Appendix B**. This allocation is based on operational and cost efficiency characteristics, such as proximity of route starting points to depots. The VOC must ensure that at least 85% of the total fleet allocated to the VOC by the City is available for scheduling at any time. The quantities are aimed to give tenderers an idea of size of operation, however, the City reserves the right to adjust the allocation of kilometres and buses once the contracts have been awarded. Please note that the City reserves the right to transfer surplus buses (buses in excess of peak buses plus 15% engineering spares) to any other VOC in or between the MyCiTi operators and/or contract areas at its discretion.

Table 3-10: Summary of Phase 1 Stage 2 bus and km allocation

Depots	Contract	Peak Buses						Total
		18m Volvo HF (Type A)	18m Scania HF (Type E)	12m Volvo HF (Type B)	12m Volvo HF (Type C)	12m Scania HF (Type F)	9m Optare LF (Type D)	
Atlantis	Area A	0	0	0	27	16	16	59
Stables	Area B	1	19	0	0	18	37	75
Prestwich	Area C	4	0	3	5	0	72	84
Total buses		5	19	3	32	34	125	218

Depots	Contract	Kilometres per month						Total
		18m Volvo HF (Type A)	18m Scania HF (Type E)	12m Volvo HF (Type B)	12m Volvo HF (Type C)	12m Scania HF (Type F)	9m Optare LF (Type D)	
Atlantis	Area A	-	-	-	202 402	119 241	107 286	428 929
Stables	Area B	5 347	109 112	-	-	143 014	200 547	458 020
Prestwich	Area C	21 389	-	41 226	16 142	-	352 047	430 804
Total km		26 736	109 112	41 226	218 543	262 255	659 880	1 317 753

3.7 Event and charter services

The VOCs as required are to provide Services for events and charters, as described in more detail in **Appendix I**. Events occur throughout the City. For example, regarding events at the Cape Town Stadium, the City, shall take overall coordination responsibility, liaising closely with the VOC and other parties regarding their role during events. The City will be responsible for management of the activities at the stations, scheduling the use of platforms, directing of passengers and Vehicles and communication with the VOC to send or remove Vehicles. In the event that the City engages a FM Contractor to provide any part of the coordination and planning responsibilities, in accordance with the written contract concluded with the FM Contractor, the Operator will be directed to liaise with the FM Contractor. The vehicle kilometres will be paid on the same basis as for the conventional services, with the additional time-related rates for provision of event and charter services as per the price schedule.

3.8 Concession Services

Disclaimer:

The information provided in this section is only to provide a high-level overview of concession services to inform tenderers of the City's intention to implement these services in the future, subject to a pilot project that VOCs must participate in. It is important to note that an incremental and iterative approach may be required to test and refine the design. To facilitate this process, a Provisional Sum allocation has been included in the Price Schedule for the purpose of piloting this approach throughout the contract. No contractual rights or obligations arise from this section and no costing is required from tenderers in respect hereof.

The MyCiTi Phase 1A full-service approach comprising trunk, direct and feeder services was based on fully replacing the previous MBT and bus services. The City's approach to the design of the Integrated Public Transport Network has therefore shifted to focus available subsidy on rapid high-volume trunk and direct services.

In line with the shift in approach, the City wishes to adopt a new contracting approach to non-core MyCiTi feeder services in the Phase 1A area. This approach seeks to leverage the transport and innovation experience gained during Phase 1A to provide integrated and complementary community feeder services and supplementary services in the Phase 1A area through a 'Concession Services' arrangement. These proposals are intended to share risk more effectively with the VOCs and to achieve a better overall cost recovery ratio in order to improve the financial viability of Phase 1A and MyCiTi as a whole while optimising service delivery.

The alternative would be to discontinue low-performing non-core feeder routes and to initiate a process of allowing minibus taxi (MBT) and Operators to apply for operating licenses to operate on these routes. In the proposed approach for Concession Services within the MyCiTi Phase 1 Stage 2 services, the different type of services will be categorised in due course by the City. Services would be operated on a gross contracted basis. For concession services however, the revenue risk would be shifted to the Operator. Fare revenue for these services will accrue to the Operator, which may potentially be supplemented by a City subsidy (subject to appropriate approvals), and which will be held within pre-determined limits.

As noted above, the type of services within the Concession Services shall be determined in due course by the City

The broad intention of introducing concession services is to give the VOCs considerably more freedom in respect of route, vehicles and timetabling in certain areas. This gives VOCs greater control over these services, which also have the potential to be more flexible and adaptable to passenger needs. The VOCs, in consultation with the City, will be able to amend existing routes and operate new services where such can be justified. Furthermore, this approach makes it possible for Operators to use different Vehicle Types (which will need to be approved by the City) for services outside of MyCiTi, thereby assisting in covering the operational costs for such Vehicles (if applicable and as agreed to by the City in its sole discretion) and fixed costs.

All Concession Services will need to comply with certain minimum service standards and operational parameters still to be set by the City. Concession Services will not be branded as MyCiTi services because they should be seen as a different but complementary mode. However, such services will be required to have some branding which associates them with the MyCiTi service and clearly highlights to passengers that they are part of a common system integrated inter alia through a common fare payment mechanism that enables passenger transfers. All Concession Service vehicles will be required to use technology which is compatible with the MyCiTi AFC and ITC systems. This is both to facilitate the City's wider objective to facilitate a multi-modal integrated ticketing system which enables passenger transfers between concession services and core MyCiTi services. It also allows the City to monitor the passenger count for VOC payment purposes and provides valuable insight into the overall demand patterns of the concession services. This, in turn, facilitates improved planning for future public transport services. Passenger and service level incentives may be provided at the City's discretion to encourage passenger transfers from Concession Services to MyCiTi services, as well as to adhere to the above-mentioned conditions.

The approach adopted by Phase 1 Stage 2 VOCs to provide Concession Services will need to be flexible to account for different route and area contexts and dynamics. The City will allow VOCs to sub-contract other transport providers including minibus taxi companies or other public transport operators, suitable to operate some or all the concession services, and VOCs will be encouraged to enter into joint venture arrangements with existing MBT operators solely for the provision of concession services, which shall be ringfenced from the MyCiTi services.

All operating licences issued for Concession Services including those issued to sub-contractors will be granted for the duration period of the contract and will expire when the contract terminates. VOCs will be responsible for ensuring that all its Concession Services are operated in accordance with the conditions that are specified by the City. For this purpose, the City will put in place monitoring interventions to ensure standards are maintained with consequences for transgressions and non-compliance.

4 AFC AND ITS SYSTEMS

4.1 Introduction

The City is responsible for fare setting and collection for MyCiTi services. This section outlines important changes in the AFC system that is anticipated will be introduced when the Phase 1 Stage 2 contracts come into effect, highlighting the roles and responsibilities of VOCs in this regard. The new AFC system will likely be based on an Account Based Ticketing (ABT) system which is back-office centric. The City may appoint an AFC contractor who will be responsible for the hardware and software on stations and Vehicles that administers the fare system, as well as back-office services. The validation operation of tapping in and out will be required and the system will collect and distribute data to appropriate stakeholders.

All passengers, upon boarding or alighting kerbside from buses, tap on the appropriate validator and receive an acknowledgment signal (in the form of a particular sound) back from the validator.

The VOC's responsibility in the operation of this system is:

- To ensure that validators on vehicles are secure and operational;
- To report faulty validators;
- To ensure that feeder vehicles are staged in a location allowing for data to be downloaded to the back-office using Wi-Fi, 3G or GPRS connectivity for example in close proximity to a MyCiTi station or depot;
- To take appropriate action when the AFC equipment or system malfunctions as set out in protocols.

To achieve various objectives, including ensuring that the proposed MyCiTi fares are comparable with current road-based public transport fares, the City has a number of mechanisms at its disposal as described below. Further detail around the current Intelligent Transport System (ITS) and the fare collection approach is outlined in further explanatory detail in are provided in **Appendix L**. The City shall during the subsistence of the contract provide the Operator with any adjustments and specific structuring required for the MyCiTi services.

4.2 Transport fare products

The MyCiTi fare structure works on a pay as you go system, where passengers only pay for the distance that they have travelled. As per **Section 2.6**, the current fare structure works on a distance-band based system. There are plans to migrate to a zonal fare structure, but this will be communicated to the VOC's before it is implemented.

MyCiTi also offers other fare products such as monthly tickets that allow for unlimited travel for a month, and others as per the MyCiTi website, <https://www.myciti.org.za>.

4.3 Off-peak travel incentives

Reduced off-peak fares are available to commuters who travel longer distances and usually leave early (before the peak hour) to reach their workplace in time. These incentives not only benefit the commuter but also spread the demand across the peak period, which has significant operational and capital benefits. Since the system (vehicles and frequency) is designed for the peak hour, any transfer of the peak demand towards the outer hours reduces the supply and therefore reduces costs. The MyCiTi peak (Spender) fare periods are between 06:45 – 08:00 and 16:15 – 17:30 weekdays. All other times the off-peak (Saver) fare is charged. This includes Public Holidays, Saturdays and Sundays.

4.4 Tariffs

Tariffs are set by Council annually and the proposals for the current financial year are available, noting that those applicable tariffs at the commencement of the Services will be for the 2025/26 financial year. The VOCs do not set the tariffs for MyCiTi Services.

4.5 Fare media

Payment for services by commuters is via the AFC system. Passengers will be able to travel on all MyCiTi services using the ABT fare media as debit and credit cards. QR codes will be used as single trip tickets. Commuters will be required to link the preferred device to the commuters account that is kept in the back office.

There are two distinct processes when utilising MyCiTi. First, money or points needs to be loaded into an account maintained in the back office. This process can occur via website or an App, kiosks, or participating retail outlets. The commuter will have to select and register the fare media against a travel account. The second portion involves the actual monitoring and delivery of services, and this involves Tap IN and OUT at stations and on-board buses, dependent on the service utilised. Access through stations is managed by the City or an FM Contractor, in the event there is one appointed, which will also sell and top up cards and other products at kiosks. No cash will be allowed on core MyCiTi services, and the City may make adjustments to the fare collection system in due course, and from time to time.

4.6 Passenger transfers between MyCiTi services

When passengers transfer from a Trunk to a Feeder service or vice versa within a closed environment, the fare is calculated according to the total journey distance (i.e., the sum of all the trip distances from first boarding to final alighting), as if there was a single journey. For example, a passenger journey starting with boarding a feeder in Table View, then transferring to a trunk service within a closed transfer station, will be charged as for a single journey of the same distance.

When transferring in an open environment, i.e. alighting into the open environment and waiting for the next trip at an open stop, or thereafter entering a station, the journey is still defined as a single journey if the following two conditions are met:

- The boarding must be made within 45 minutes of the last alighting from a journey; and
- Within 2 hours 30 minutes from first Tap IN to the subsequent Tap IN.

4.7 AFC and ITS system equipment for MyCiTi services

The City will fit each Vehicle with the necessary equipment, such as GPS transponders and on-board computers, to enable the City to monitor and exercise control over the vehicles. The scheduling and monitoring equipment will also be utilised to ensure compliance with the requirements stipulated by the City. On leaving the depot, each Vehicle will be monitored and controlled by the Control Centre, which will have contact with the driver. The VOCs remain responsible, however, for driver behaviour and management. All Vehicles have GPS and communication facilities onboard and AFC validators on the left-hand door (some 18m buses may not have validators on the left-hand door). No validators are fitted on right-hand side doors, on any Vehicles.

A display indicating next station and estimated time of arrival is fitted for commuter convenience. Drivers will be expected to log onto the system at the start of their shift and indicate the route that will be driven. This ensures that the driver, vehicle, route and commuter can be linked. At the end of the shift, the driver logs out of the system again.

The VOC will not be responsible for fare collection but will be responsible for taking steps regarding access control and fare evasion. This applies to all Vehicles where Tap IN or OUT occurs on the Vehicle. Security and inspection staff must be allowed to board the Vehicles and carry out fare inspection functions, on terms that will be set out in the SOPs. The VOCs have no claim to the farebox.

Note that the VOC will be responsible for the damage, theft or vandalism of any AFC or ITS equipment on the Vehicles, regardless of who is deemed to have caused it.

4.8 Control Centre

The Control Centre is operated by the City. The Control Centre will be doing the actual controlling, monitoring, scheduling of the bus services and fault reporting. Through use of GPS, the tracking system will monitor all Vehicles in real time, and the information used by the Control Centre Operators to direct and control overall bus operations. It will enable the optimisation of the overall bus service through the analysis of the data, in particular, in relation to passenger demand. This will enable the reconfiguring of services on a regular basis to better suit passenger needs and maximise revenue in relation to kilometres driven, while maintaining set minimum standards.

Various electronic devices will be installed on the Vehicles by the City, or its contractor and the VOCs will be obliged to facilitate the installation by making vehicles available when required and on written instruction by the City. The City will indicate to the VOC in a Service Notice who will be responsible for specific responsibilities (as may be amended or supplemented by subsequent service notices):

4.8.1 Controlling of Vehicles

On leaving the depot, each Vehicle will be monitored and controlled by the Control Centre, which will have contact with the driver. The VOCs remain responsible however for driver behaviour and management. The City will fit each Vehicle with the necessary equipment, such as GPS transponders and on-board computers, to enable the City to conduct such monitoring and controlling. The scheduling and monitoring equipment will also be utilised to ensure compliance with the requirements stipulated by the City.

4.8.2 Transport Information Centre

The Traffic Information Centre (TIC) situated at the Traffic Management Centre (TMC) in Goodwood, Cape Town, and will answer calls mainly related to queries and complaints regarding MyCiTi and other public transport services. Where the issues involve the performance of the VOC, these complaints will be directed to the VOC by the Operations Manager for resolution.

5 INFRASTRUCTURE

This section describes the infrastructure for MyCiTi Phase 1 Stage 2. Detailed information is provided in **Appendices E to G**.

5.1 MyCiTi Phase 1A stops and stations

In Phase 1A, nearly all stopping locations along trunk corridors are closed median stations to allow for pre-board validation. The kerbside stops are used where there is no dedicated busway and are used mainly by feeder and direct services. Stations and stops are managed by the FM Contractor, where appointed, and the Advertising Management contractor, where appointed, and to the extent set out in their respective contracts with the City.

5.1.1 Stops

Stops are located on the kerbside to provide access to the left-side doors of buses. Stops are spaced between 300 to 500 metres apart, depending on demand and the local conditions for pedestrian access.

MyCiTi is universally accessible so that everyone, including persons with special needs, are easily able to access and use all components of the public transport system. A key element of this relates to boarding and alighting. At each permanent bus stop, the platform is slightly raised to allow for level boarding when the bus deploys its ramps for persons in wheelchairs, the elderly, parents with prams and people with bicycles. Special tactile paving is also provided at the stops to assist the blind or visually impaired. Bus stop platforms also incorporate the use of specialised Kassel kerbs that minimise tyre wear and enable the buses to align tight up against the bus stop platform. The combination of these measures ensures consistent level boarding for all passengers at all times.

It should be noted, however, that some services are not UA compliant (ie direct services using 18m and 12m buses at kerbside stops), but these are minimal, and alternative UA services are often available on the same route. In addition, depending on the vehicle-type used, future concession services may also not be UA compliant.

Five different bus stop shelter types exist for varying situations. Where the available footway width is sufficient, a standard full shelter or canter lever shelter is the preferred bus stop type. Where high passenger demands are expected, an extended shelter is provided. Examples are provided in **Figure 5-1 to Figure 5-3**.

Where the provision of a bus shelter is not justified, a Totem or simple bus stop Flag is provided as shown in **Figure 5-4**.

In addition, some stops are temporary as the City is piloting the demand at such locations before implementing permanent stops. These include a concrete base with a MyCiTi flagpole indicating the stopping location.



Figure 5-1: Standard full shelter on MyCiTi routes



Figure 5-2: Cantilever shelter on MyCiTi routes



Figure 5-3: Extended shelter on MyCiTi routes



Figure 5-4: Examples of a totem and simple bus stop flag

5.1.2 Stations

There are a range of stations for both trunk and feeder services. There are 42 stations in Phase 1A, as described in **Appendix C** and shown in **Figure 5-5**.

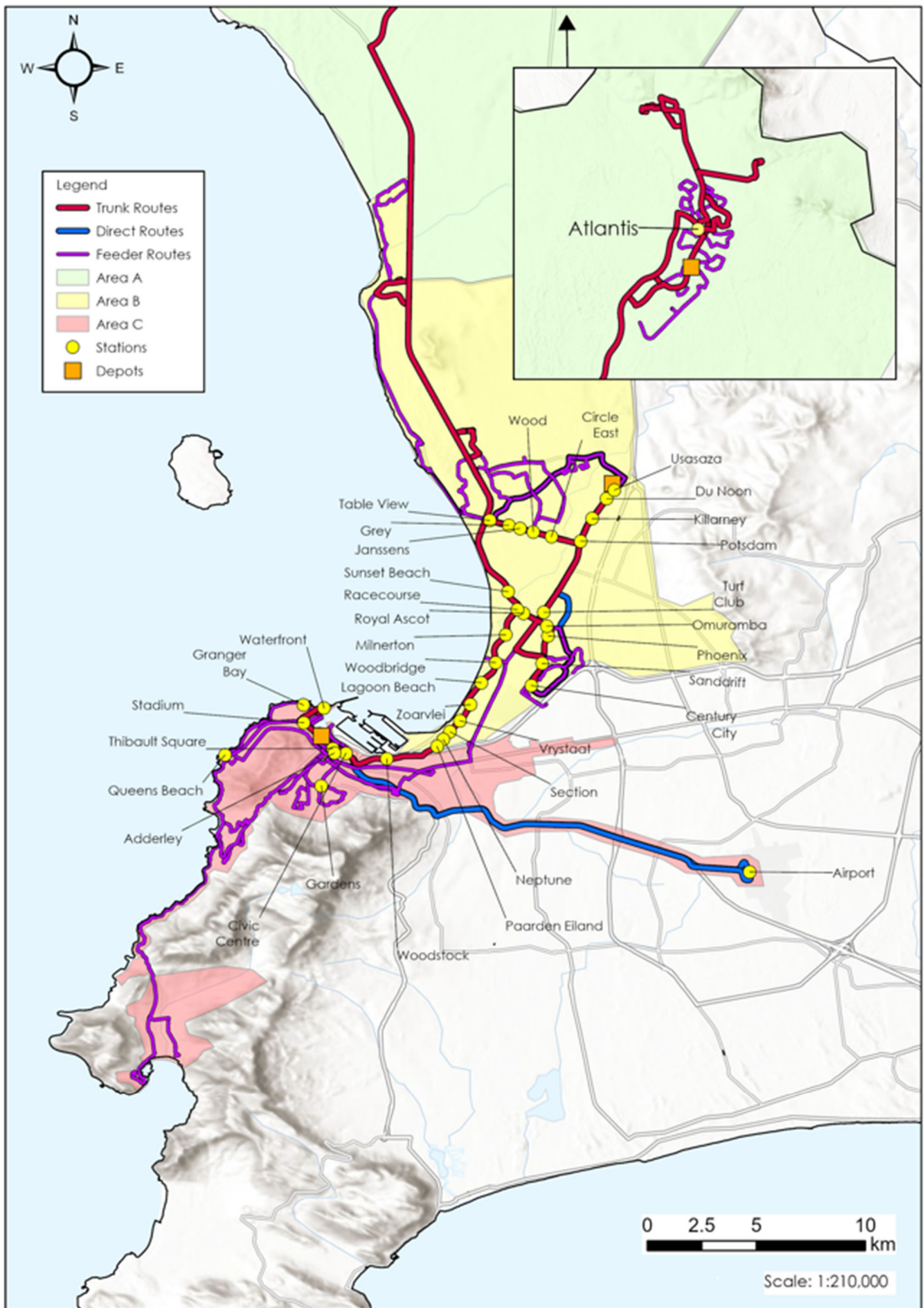


Figure 5-5: MyCiTi Stations

Phase 1A trunk stations are closed and are mostly located in the median between two traffic lanes, with raised platforms to facilitate ease of access with level boarding onto high-floor vehicles. Stations include a ramp for universal access, making it easy for wheelchair users, parents pushing baby strollers and bicyclists and others to access the station. A ticket booth/ kiosk and access control gates at the station ensures easy access to ticket sales and pre-board fare collection.

Feeder stations, such as Adderley station are similar to trunk stations, with the exception that the platforms are lower to match the low-floor entry of feeder buses. They are also located in the median, except for Queens Station which is located on the left-hand side of a one-way road. There are a number of unique stations (Table View, Wood, Atlantis, Melkbosstrand, Omuramba, Gardens, Airport, Civic Centre, Adderley, Queens, Stadium and Century City) that are equipped with multiple low and high floor platforms.

5.1.2.1 Trunk stations

An example of a small trunk station is provided in **Figure 5-6**, and **Figure 5-7** shows a plan and elevation of such a station including the outline of vehicles docking.



Figure 5-6: Example of a small trunk station

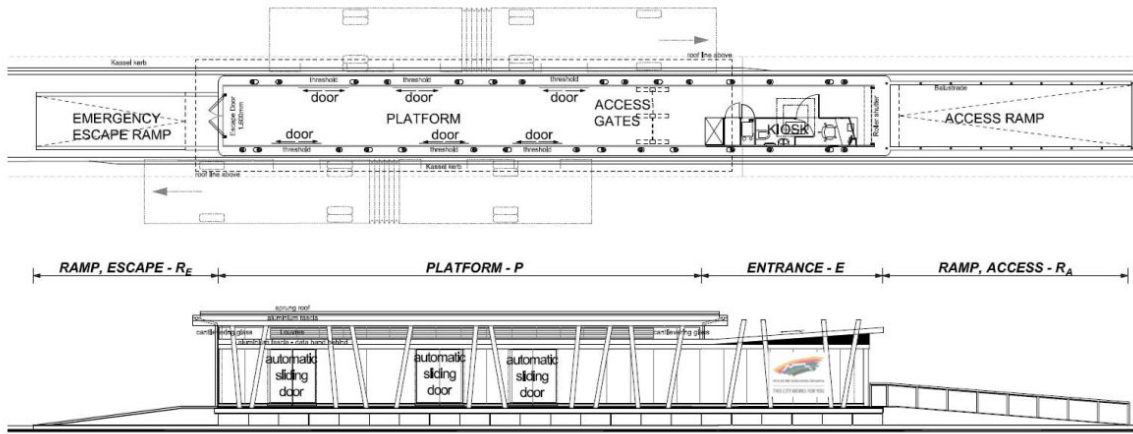


Figure 5-7: A plan showing the outline of vehicles docking and sliding doors

Figure 5-8 shows the boarding bridge mechanism of trunk vehicles, deployed when stopping at trunk stations, and the positioning of the vehicles alongside the doors at each station.

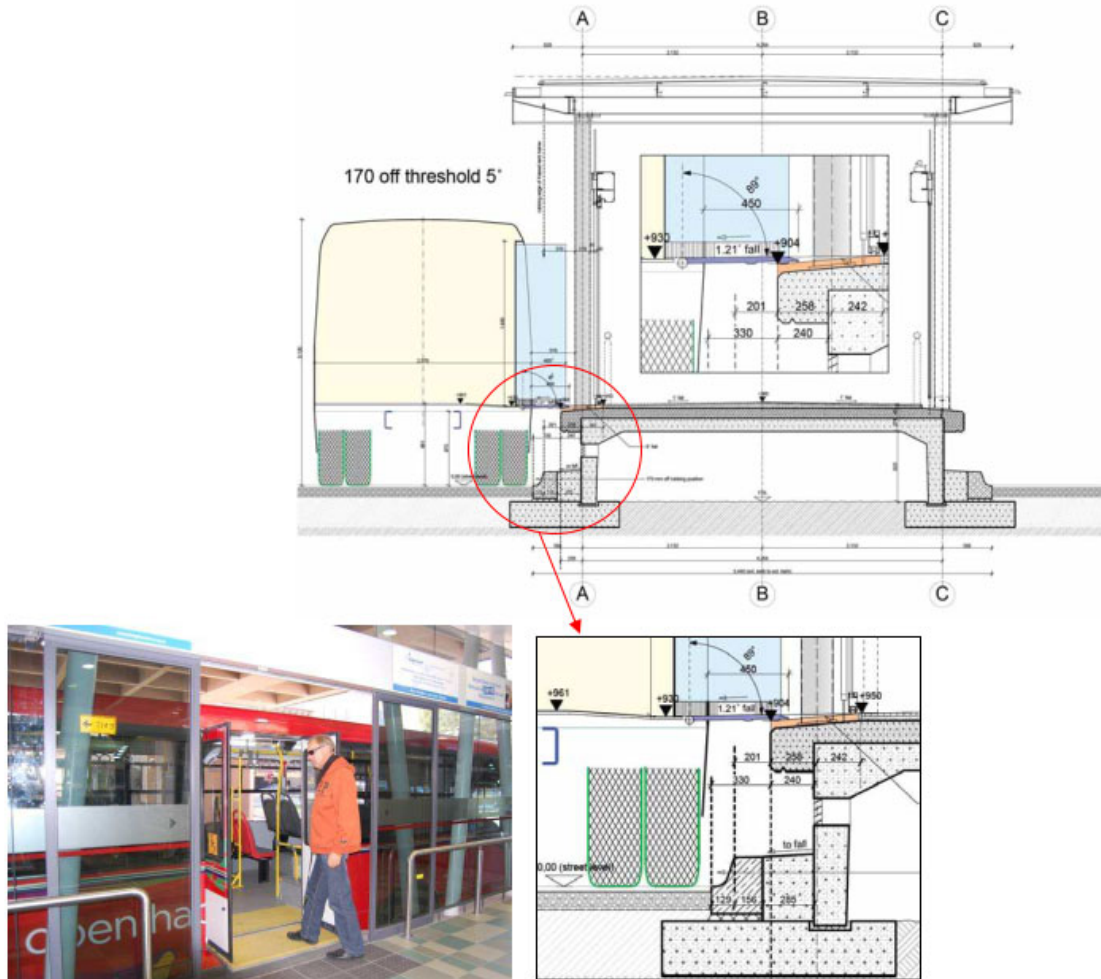


Figure 5-8: Detail regarding the boarding bridge used by trunk buses when docking at stations

5.1.2.2 Feeder stations

Feeder stations are located where the demand to transfer from trunk to feeder or feeder to feeder is high (Civic Centre, Gardens, Queen's, Omuramba, Wood, Adderley, Atlantis, Melkbosstrand, Century City and Montague Gardens). These stations will allow for seamless transfer between trunk- feeder and feeder-feeder accordingly.

Feeder buses are equipped with a door on the left and the right of the Vehicle to accommodate kerb side docking at open feeder stations and median side docking at stations respectively. At feeder stations where passengers are either transferring to another feeder or a trunk service, low floor feeder buses will dock on the right at a ride height of 270mm while a boarding bridge will be engaged simultaneously to bridge the gap between the bus and the platform.

5.1.2.3 Repurposing of stations

The City may decide to repurpose some stations that are poorly utilised for an alternative use, but this has not yet been finalised. If this does occur, the City may make stops available adjacent to the stations for feeder services to stop.

5.1.3 Station Management

The responsibility for managing the Trunk Stations lies with the City's Public Transport Facilities Management branch (FM Manager), who may be supported by a FM Contractor. The City is responsible for the following functions and responsibilities at the stations:

- Overall station management and supervision of all station staff, including cashier staff;
- Passenger information and assistance to passengers through "ambassadors";
- Access control and ticket validation at stations;
- Cleaning, facilities management and minor maintenance;
- Safety and security of passengers;
- Protecting MyCiTi stations and assets;
- CCTV monitoring and response;
- Cash collection at stations and depots;
- Management of parking at MyCiTi stations (in limited circumstances);
- Retail kiosks at stations;
- Events staffing at stations and managing event services at stations; and
- Landscaping around stations and along the bus routes.

5.1.4 Cooperation with MyCiTi Contractors

The City will require the VOCs to enter into Co-operation Agreements among the VOCs, and where applicable, with any MyCiTi Contractors as may be required, to ensure proper execution of services and defined roles and responsibilities. A pro-forma agreement is provided in Error! Reference source not found. the **Agreement**. Where any of the parties fail to reach consensus on the content of the Co-operation Agreement, the City may determine the outcome through service notices issued to the relevant parties.

The Cooperation Agreements shall spell out the following as a minimum:

- Roles and responsibilities of each party; and
- Sharing of costs including costs of maintenance and repairs.

5.1.4.1 Availability of equipment

Some equipment, such as the bus to station door communication systems installed on the Vehicles is the responsibility of the City to maintain as part of the maintenance of the systems installed at the stations.

A first step in the process to ensure proper functioning of all doors is the testing of the system at the test rig installed at depots before a Vehicle is deployed for service. The VOC will be responsible for this and for reporting any faults on the bus door communication system to the City for remedial action. The City will issue a SOP to guide the VOC on this procedure.

The City will assume responsibility to ensure that preventative maintenance and repairs are conducted on the systems. The VOC's will be required to schedule down time of vehicles and ensure that the vehicles are available for the City to perform the duties in this regard.

5.1.4.2 Access to Stations

The stations are the responsibility of the City. It is accepted that VOC staff will require access to stations for various reasons and to make use of rest room facilities where provided.

The VOCs are responsible to ensure that all their personnel who may require access onto stations or who are delegated to perform specific functions at stations are familiar with the protocols and processes implemented by the City and that they adhere to same.

In the event of any acts contravening these protocols and processes, the City may impose penalties on the VOC where corrective action is inadequate.

5.1.4.3 Access to Depots and Staging Areas

The VOCs are responsible for managing the operations in the depots and staging areas. The City retains ownership of the depots, and the VOCs will therefore be required to provide access to the City and its authorised representatives as per the relevant procedure as and when required by the City. At no stage shall the City officials, duly authorised, be prevented from accessing the depot, or the staging areas, once the City has complied with the relevant notice procedure to the VOC.

5.1.4.4 Management of ticket validation and gate access

A key element of the City's responsibility is to control fraud and fare evasion at stations. However, this requires working closely with the VOCs, which also have responsibilities to control such activity on the Vehicles .

For example, where VOC staff identifies fare evasion on a feeder bus and are unable to deal with it without delaying the Services, the VOC shall inform the City for its further action. Or where VOC staff become aware of faulty cards or cards with insufficient funds on a given Vehicle on its way to a station, the VOC shall inform the City for its further action once the Vehicle arrives at the next station. These procedures are defined in the applicable SOPs that will be made available to the VOCs.

5.1.5 CCTV monitoring and response

The City will have CCTV surveillance staff located in the TMC, where it will make use of consoles to view images from surveillance cameras located both inside and outside of stations, and from where they will communicate with the City's security staff as required. VOCs must ensure that CCTV cameras on Vehicles are not obscured.

5.1.6 Safety and security of passengers

The City will always maintain a security presence in stations and in the designated area of responsibility around stations to ensure that threats of muggings, bullying and other anti-social behaviour are kept to the absolute minimum and take appropriate action when such incidents do occur. The VOC is responsible for safety on Vehicles, and during boarding and alighting with limited responsibility

regarding security (e.g. advising control centre of security risks through control centre interface in bus).

5.1.7 Landscaping

The City will undertake the maintenance and upkeep of the landscaping within station precinct areas and along bus ways and cycle ways outside of station precincts and within the depots and staging areas.

5.2 Advertising

The City will manage advertising on all MyCiTi infrastructure and buses and may be supported by a company that specialises in the management of advertising. The income generated through such advertising will be used to provide income to the MyCiTi system. The VOCs will not, as part of the VOC contract, manage the process of advertising on vehicles.

The VOC must however allow the City or its contractor access to vehicles to facilitate application, installation, maintenance or removal of advertisements and facilities for infotainment, within the specified spaces in the vehicle set aside for this, as determined by the City.

5.3 Depots and Staging Areas

Each contracted VOC will be assigned depot facilities by the City. The VOC's right to use the assigned depot will be formalised in a separate lease agreement linked to the duration of the VOC contract. The obligations of the VOC regarding operation and maintenance of the depot will be specified in detail in such a Use Agreement, including possible penalties for non-performance. A sample agreement is attached for reference in **Annexure D** to the **Agreement**.

Notwithstanding, the contents of such lease agreement, the relevant City officials, shall at all material times be afforded access to the depots for inspection and to fulfil any other purpose as required by the City. The depot areas have been designed to include facilities for refuelling, cleaning, tyre repair, parking (vehicle circulation), access control and security, heavy and light maintenance, brake testing, inspections and administration. Driver training areas for docking alongside Kassel kerbs and a mock MyCiTi station platform are at the Foreshore staging area and at the Stables depot. The VOCs are responsible for managing the operations in the depots and staging areas. The City retains ownership of the facilities and the maintenance thereof, and may be supported by a FM Contractor, to manage the upkeep of the facilities, excluding equipment directly related to the Services which include, but are not limited to:

- Staging, secure parking, dispatching & admin functions
- Inspections
- Washing
- Refuelling
- Minor and major maintenance
- Brake testing
- Tyre repair

The VOC must provide a staff member that will be required to sign-off maintenance work carried out by any MyCiTi contractor at the depot or staging areas.

VOCs are required to co-operate with other VOCs to use 'their' depot if it is located closer to the trip origins or destinations since the City will schedule run-in and run-off trips from the closest depot with the purpose of reducing unproductive kilometres. VOCs must co-operate regarding facility use, such as parking on a cost recovery basis as arranged between the relevant VOCs, which the City shall initiate through a Service Notice, and which shall also be covered in the Property Use Agreement which is **Annexure D** to the **Agreement**.

The staging areas require parking (vehicle circulation), access control and security. Staging areas are used to park vehicles during off peak and may be utilised by multiple VOCs.

Staging areas will be managed by the City and VOC's will be allocated space based on operational requirements. Should additionally staging space be required, it will be dealt with through an application process to the City. The cost of maintenance and repairs attributed to damage by a VOC will be recovered from the VOC.

5.3.1 Depot overview

Depots are located to reduce positioning vehicle kilometres (i.e. kilometres not scheduled by the City). They are owned by the City for use by different VOCs over the lifetime of the system. Three major depots and two staging areas are available for Phase 1 Stage 2 operations and will be allocated as follows. See **Figure 5-9**.

- **Central city area:**
 - The Prestwich depot is located in De Waterkant, CBD and will be allocated to and managed by the VOC allocated to Contract Area C.
 - The Foreshore Staging Area is located below the Foreshore Freeway and will be managed by the City and used by multiple VOCs.
- **Table View area:**
 - The Stables Depot is located off Potsdam Road in Table View and will be allocated to and managed by the VOC allocated to Contract Area B.
- **Atlantis area:**
 - This depot is located on Christopher Starke Street in the Atlantis Industrial area and will be allocated to and managed by the VOC allocated to Contract Area A.
- **Hout Bay area:**
 - The Hout Bay Staging Area is located between the Promenade and Melkhout Crescent, Hout Bay and will be managed by the City and used by multiple VOCs.

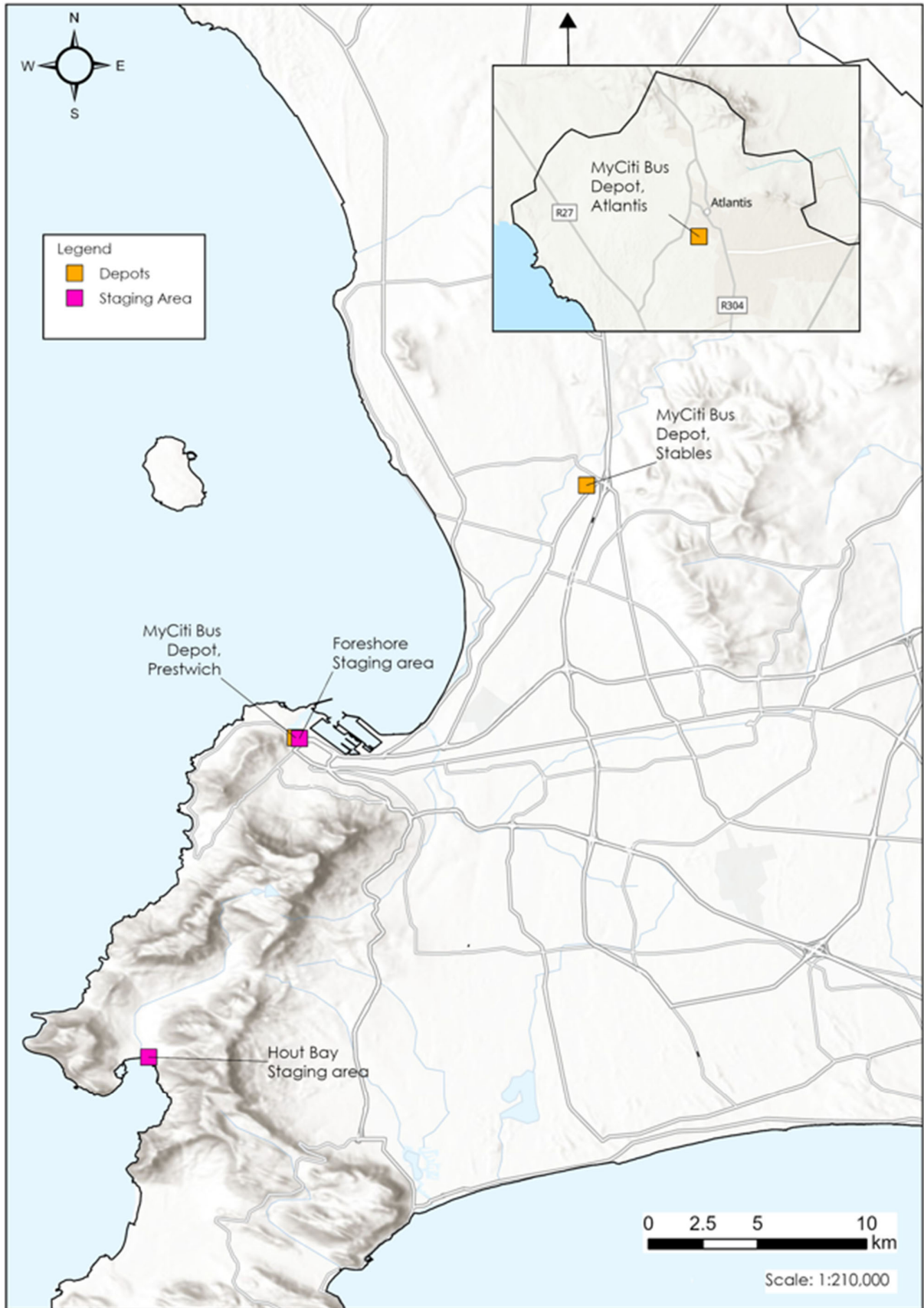


Figure 5-9: MyCiti depots and staging areas

5.3.1.1 Central city area: Prestwich depot

The Inner-city depot is sited on City owned land edged by Prestwich Street, Napier Street and Bennett Street, Green Point. The site extends under Helen Suzman Boulevard (see **Figure 5-10**). The staging area has capacity for a variety of buses, including 9m and 12m buses, equating to approximately 120 buses. In the event that insufficient space is available in this depot to accommodate all the buses, the foreshore staging area must be used temporarily to park buses.

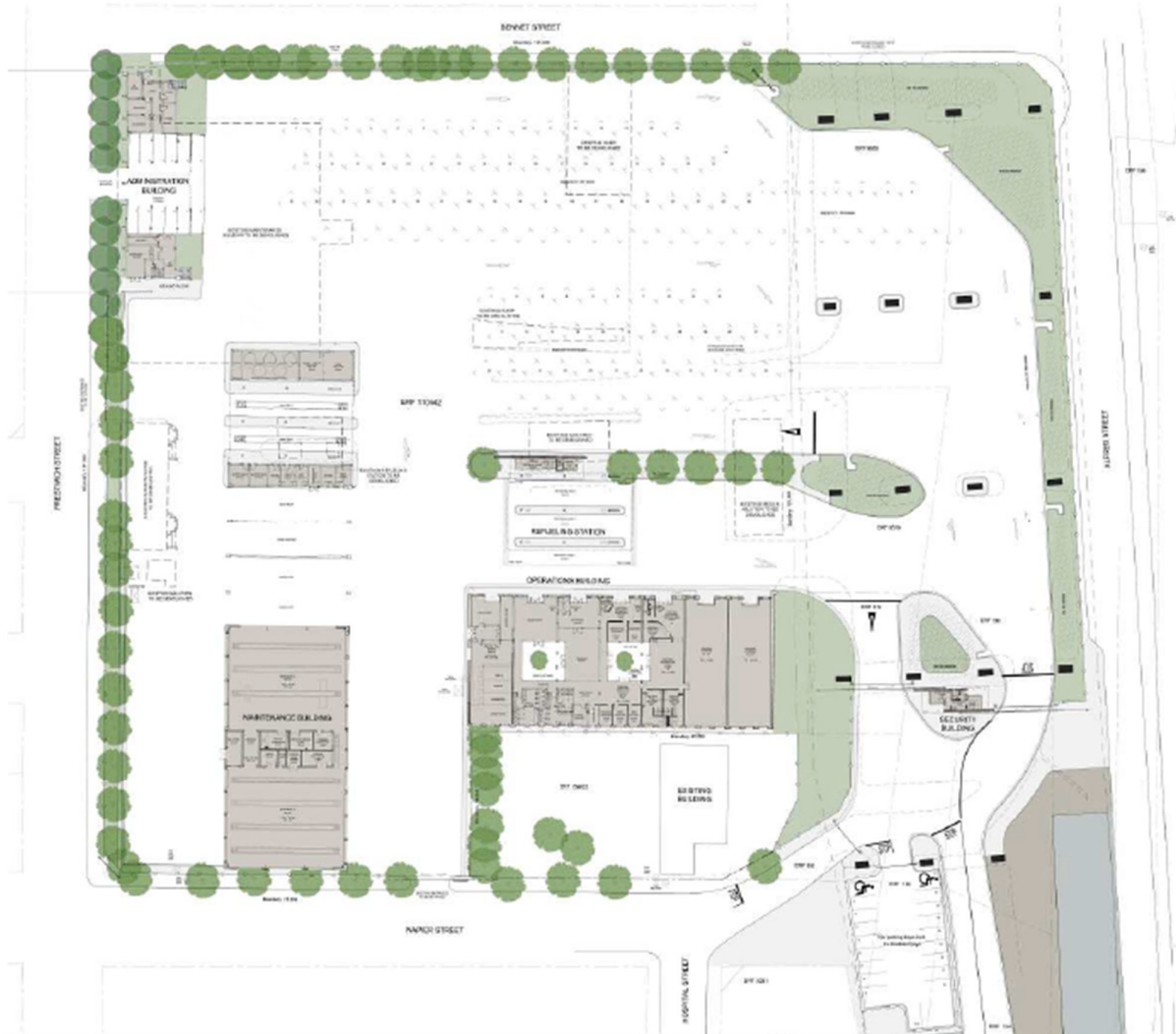


Figure 5-10: Layout of the Prestwich Street Depot

The site is secured by a 3m-high security fence, which encloses staff parking, a security office, an administration building and processing and maintenance buildings.

Detailed drawings and accommodation schedules of this depot are included in **Appendix D**.

a. Administration building

The majority of administrative and support facilities are located in the building on the north-west corner of the site. The office space for management, finance, human resources, and general administration, as well as a board room, main computer equipment room and system tracking room are catered for in this building. The electrical main distribution board room and generator is housed on the ground floor along with 11 parking bays for staff members.

b. Operations building

A despatch area and associated operations offices, driver change rooms, ablutions and toilets, as well as a mess and a training room with a kitchen, occupy three of the seven bays of the historical warehouse building. The office space for management, operations, finance, human resources and general administration, as well as a board room and ablutions, occupy a further two bays. The main computer equipment room and system tracking room is also provided.

c. Wash bays and refuelling

Two refuelling and two wash bays are provided, with processing to take place in this sequence. A slip lane around these facilities has been allowed. The refuelling lane has two pumps per lane and low sulphur 50ppm diesel is pumped and dispensed at 50 litres / min. The fuel is filtered on site via five-micron filters.

The AdBlue urea/water exhaust catalyst additive is usually supplied in 1000 litre plastic containers and is stored adjacent to the refuelling office, from where it can be pumped to dispensing points adjacent to the diesel fuel dispensers. The refuelling office and AdBlue storage are located on the island adjacent to the refuelling bays.

The wash bays are equipped with pits for chassis cleaning and gantries for manual washing. Compressed air, high-pressure hose connections and vacuum outlets are provided.

d. Support building

The support facilities are positioned inside the building that houses the wash bays, body workshop and spray-painting booth. These comprise offices for the wash bays and body workshop, storerooms and utility rooms, compressor room, paint store and ablution facilities for the maintenance staff in the body workshop and painting booth.

e. Maintenance Building

This existing building contains eight bays consisting of five inspection pits and three flat floor bays. One of the four pits accommodates the brake testing and wheel alignment equipment. Since the existing bays are narrower than optimal, two additional flat-floor bays are available. The following rooms are provided on the ground floor: oil store, compressor room, engine maintenance room, equipment store, library, workshop foreman's office and a general store.

The first floor contains office space for the workshop manager, an assistant, manufacturers, maintenance planners and a meeting room. The extension to the maintenance building contains an undercover refuse area and a refuse yard. There is a parts store, tyre store, ablutions and mess facilities for the workshop and wash staff, in three bays of the historical storage building.

f. Security fencing and access

A 3m high security fence has been installed with CCTV surveillance cameras to reduce the number of security personnel required. The entrance is secured via a gate in the evenings; however, a boom is used during operating hours. Both the entry and exit lanes are covered by Helen Suzman Boulevard and the gatehouse has facilities for 24-hour surveillance of the gate and the perimeter.

g. Mechanical services

Three 23 000 litre underground diesel storage tanks, a lubrication oil dispensing system and a compressed air system are provided.

5.3.1.2 Central city area – Foreshore staging area

A staging area is provided on the Foreshore between the Foreshore Freeway outer viaducts, stretching from Christiaan Barnard Street to Jan Smuts Street. This Foreshore staging area will provide overflow or additional staging for up to 8x18m articulated trunk buses and 36x12m trunk buses. It also has space for 13x9m future feeder buses, which can presently be used as a staff parking area. If more 18m buses require staging, they can use the 12m bays at a rate of one 18m bus in place of two 12m buses. At present there are no washing, maintenance or refuelling facilities available at this staging area, see **Figure 5-11**.

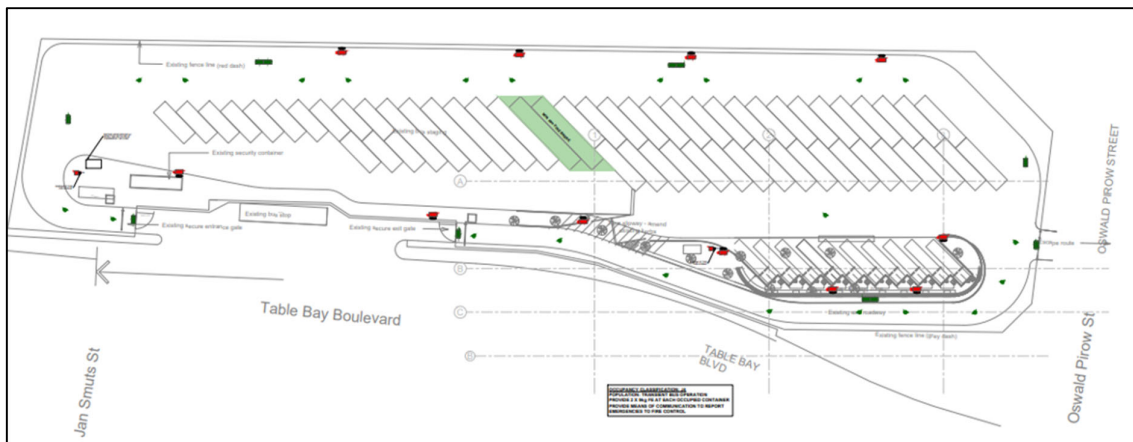


Figure 5-11: Layout of the Foreshore Overflow Staging Facility

5.3.1.3 Table View area: The Stables Depot

The Stables depot is situated on City-owned land in the Stables Industrial Park just off Potsdam Road, Dunoon, Table View. The depot can accommodate a variety of Vehicles, including 9m, 12m and 18m buses, equating to approximately 220 buses. The site is secured by 3m security buffer zone, which encloses staff parking, a security office, an administration building, refuelling, bus washing and maintenance buildings. The site is secured with a single controlled access point and a separately secured parking area with 78 parking bays. The layout is provided **Figure 5-12** and detailed drawings and accommodation schedules are included in **Appendix D**.

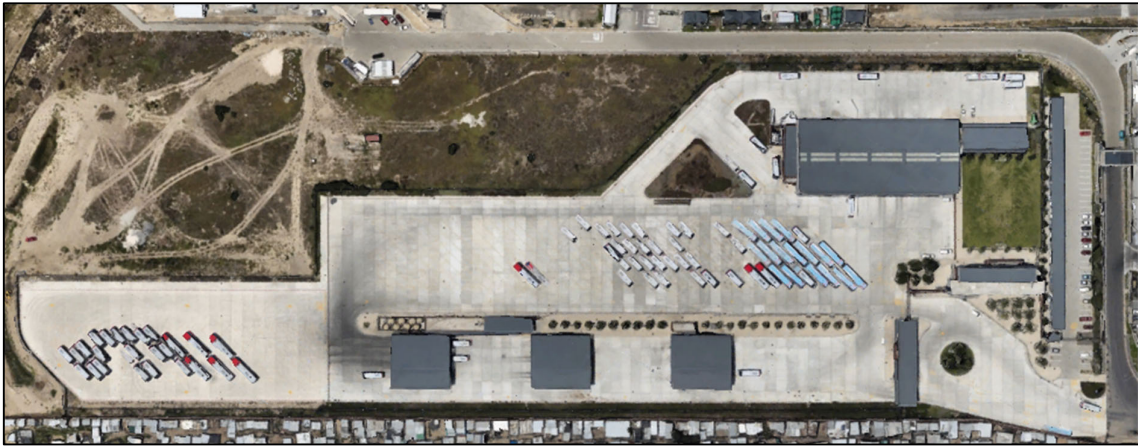


Figure 5-12: Layout of the Stables depot

a. Administration building

Staff entry is provided via the administration building. The ground floor contains the security desk, a dispatch area and associated offices, driver change rooms, ablutions and toilets, as well as a mess/training room with kitchen. The first floor contains office space for management, operations, finance, human resources and general administration, as well as a boardroom and ablutions. The main computer equipment room and system tracking room is also located on this floor.

b. Wash bays and refuelling

Three refuelling lanes, three chassis wash lanes, and three exterior wash bays are provided, with processing taking place in this sequence. A slip lane around these facilities has been provided. The refuelling lanes have two pumps per lane, and low sulphur 50ppm diesel is pumped and dispensed at 50 litres/min. The fuel is filtered on site via five-micron filters.

The AdBlue area/water exhaust catalyst additive is usually supplied in 1000 litre plastic containers and is stored adjacent to the refuelling office, from where it is pumped to dispensing points adjacent to the diesel fuel dispensers.

The wash bays are equipped with pits for chassis cleaning and gantries for manual washing. Compressed air, high-pressure hose connections and vacuum outlets are provided.

c. Support building

The support building is positioned on the island adjacent to the refuelling, chassis wash and the exterior wash buildings. It contains the refuelling office, undercover AdBlue storage, wash-bay offices and support facilities, staff ablutions, mess facilities and water recycling equipment.

d. Maintenance building

This building contains eight bays consisting of five inspection pits, one flat-floor bay, a body workshop, and a paint booth. One of the five pits accommodates the brake testing and wheel alignment equipment. The following rooms are provided on the ground floor: oil store, compressor room, paint store, tyre store, engine maintenance room, equipment store, library, and workshop foreman's office. The first floor contains office space for the workshop manager, an assistant, manufacturers, maintenance planners and meeting room. The parts store, DB room, ablutions and change rooms for the maintenance staff, are in the adjacent maintenance support building.

e. *Security fencing and access*

A double fence with a 3m buffer zone will be installed. One of the fences is electrified and CCTV surveillance cameras in place to reduce the number of security personnel required. The entrance is secured via a gate in the evenings; however, a boom is used during operating hours. Both the entry lanes are under cover and the gatehouse has facilities for 24-hour surveillance of the gate and the perimeter. A turnstile is used to access the admin building.

f. *Mechanical services*

Two 80 000-litre underground fuel tanks, a lubrication oil dispensing system and a compressed air system are provided.

5.3.1.4 Atlantis Depot

The Atlantis depot is situated on City-owned land on the corner of Christopher Starke Street and Charel Uys Avenue in the Atlantis Industrial Area. The site allows for staging of 53 x 9m Vehicles and 59 x 12m Vehicles. The site is secured by a 3m security buffer zone, which encloses staff parking, a security office, an administration building, and processing and maintenance buildings.

The layout is shown in **Figure 5-12** and detailed drawings and accommodation schedules are included in **Appendix D**.



Figure 5-13: Layout of the Atlantis depot

a. Administration Building

Staff entry to the staging area is provided via the administration building. The ground floor contains the security desk, a dispatch area and associated offices, driver change rooms, ablutions, and toilets, as well as a mess/training room with kitchen. The first floor contains office space for management, operations, finance, human resources, and general administration, as well as a board room and ablutions. The main computer equipment room and system tracking room is also located on this floor.

b. Wash bays and refuelling

Two refuelling and two wash bays are provided, with processing taking place in this sequence. A slip lane around these facilities has been provided. The refuelling lane has two pumps per lane, from which low sulphur 50ppm diesel is pumped and dispensed at 50 litres/min. The fuel is filtered on site via five-micron filters.

The AdBlue urea/water exhaust catalyst additive is usually supplied in 1000 litre plastic containers and is stored adjacent to the refuelling office, from where it can be pumped to dispensing points adjacent to the diesel fuel dispensers. The wash bays are equipped with pits for chassis cleaning and gantries for manual washing. Compressed air, high pressure hose connections and vacuum outlets are provided. Provision for the recycling of wash water has also been provided.

c. Support building

The support building is positioned on the island between the refuelling and the maintenance building. The ground floor contains the refuelling office, undercover AdBlue storage, wash bay offices and support facilities, DB room, generator room and water recycling equipment. The first floor contains the staff ablutions and mess facilities for the bus wash staff.

d. Maintenance building

This building contains five bays consisting of four inspection pits and one flat floor. One of the four pits accommodates the brake testing and wheel alignment equipment. The following rooms are provided on the ground floor: oil store, compressor room, tyre store, engine maintenance room, equipment store, library, workshop foreman's office and parts store. The first floor contains office space for the workshop manager, an assistant, manufacturers and maintenance planners, and a meeting room. Ablutions and mess facilities for the workshop staff are also provided.

e. Security fencing and access

A double fence with a 3m buffer zone will be installed. One of the fences is electrified and CCTV surveillance cameras are provided to reduce the number of security personnel required. The entrance is secured via a gate when required; however, a boom is used during operating hours. Both the entry and exit lanes are under cover and the gatehouse has facilities for 24-hour surveillance of the gate and the perimeter. A turnstile is used to access the admin building.

f. Mechanical services

Two 40 000 litre underground fuel tanks, lubrication oil dispensing system and compressed air are provided.

5.3.1.5 Hout Bay Staging Area

The depot can stage up to 16x9m Vehicles, has an office building and driver facilities. The area is fenced and gated to provide secure overnight parking facilities. A small administration office with driver facilities is included. The layout is shown **Figure 5-14** and detailed drawings and accommodation schedules of this depot are included **Appendix D**.



Figure 5-14: Layout of the Hout Bay staging area

5.3.2 Operator offices and driver facilities

Additional offices and driver facilities are provided at certain stations from where the VOC can run their operations.

5.3.2.1 Civic Centre Station - Mezzanine level offices

Three exclusive-use offices at mezzanine level, with floor areas varying between 10 and 12.7m² and with power and data cable connections, are available to VOCs, the allocation of which will be at the discretion of the City based on the route allocation. These offices are located at first floor level in zone 3, on the east entrance (Civic Avenue end) of the Civic Station, above the ticket office – and shown in **Figure 5-15**. The VOCs will be responsible for the upkeep of the offices allocated to them, including any minor maintenance requirements.

Shared facilities available to VOCs and other companies (such as the FM Contractor) include the following:

- Meeting room in zone 3 at mezzanine level, 39.2m²
- Staff room in zone 2 (includes a kitchenette)
- Male and female change rooms, with lockers and shower, in zone 2
- Male and female public toilets in zone 1
- Male and female public toilets in zone 2

- Male and female public toilets in zone 3.

These are shown in the **Figure 5-15** and **Figure 5-16**.

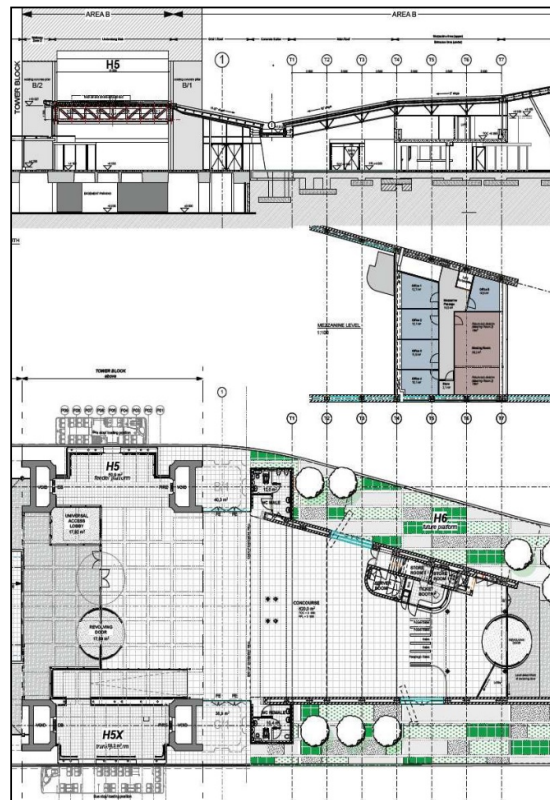


Figure 5-15: Integrated layout showing the location of Zone 3 offices (mezzanine level) in Civic Centre Station

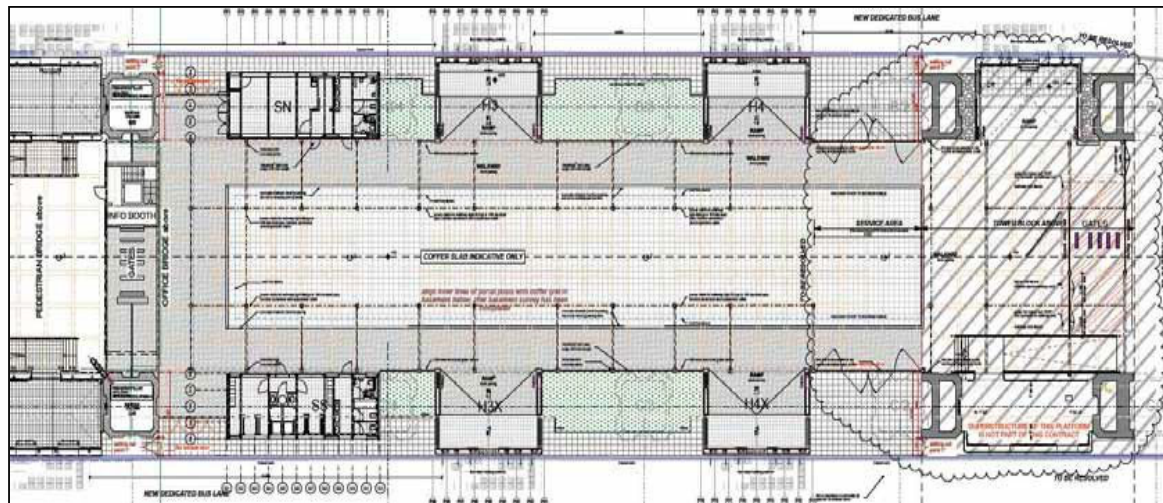


Figure 5-16: Integrated layout showing the location of shared facilities in Zone 2 in the Civic Centre station

5.3.2.2 Driver facilities

Driver change facilities are available at the Civic Station and Century City Stations. The driver shift change facilities include an offline space for the shift change and for a visual inspection of the bus to take place. In addition, a drivers' waiting room with access by arrangement to a small despatch office is also available at these locations.

5.3.3 Rules, roles and responsibilities

The driver facilities and offices at stations are managed by the City, alternatively its contractor. The City is tasked with ensuring that the facilities are clean and in good order and the VOC is required to report and repair any damage to the specific areas of the facilities and/or stations that the VOC and its Employees are authorised and permitted to use.

The VOC will be responsible for providing their own furniture and equipment. Where any damage to City-owned infrastructure and fixed assets, malicious or otherwise, can be attributed to a specific VOC, the cost of such repairs will be recovered from the VOC. Where the cost cannot be attributed to a specific VOC, the cost will be shared equally among the users of the facilities.

5.4 Handover, management and care of depots and infrastructure and equipment

The depot components comprise the infrastructure, immovable assets and furniture, fixtures and equipment (FF&E). A brief description of the three depot components is provided in **Table 5-1**.

Table 5-1: Depot components

Depot Infrastructure	Immovable assets	Furniture, Fixtures and Equipment (FF&E)
This comprises all items related to the physical depot building and property such as:	Refers to fixed installations required to ensure that the property is fit for purpose. In the instance of depots, this may include, but is not limited to, items such as:	Refers to all movable furniture, fixtures, or other equipment that have no permanent connection to the structure of a building. These items may include but are not limited to, items such as:
Appendix G1 and G2	See Below	Appendix G3
<ul style="list-style-type: none"> • Structural Steel • Brickwork • Painting • Waterproofing • Glazing • Steel safe doors • Tiling • Carpets • Fences and gates • Paved Surfaces • Street lighting • Firefighting equipment including Sprinkler Systems, Hydrants, Fire hoses and Extinguishers as applicable. 	<ul style="list-style-type: none"> • HVAC Systems (air-conditioning, and ventilation) • Compressed air systems • Fuel installations • Wash bay and grease trap • Water reclamation • Lube oil distribution systems • Fire Detection Systems • CCTV Systems • Access Control Systems • Brake Testing Systems • Fence Electrification Systems • Elevators 	<ul style="list-style-type: none"> • Desks & chairs • Computers • Electronic equipment • Audio visual equipment • Kitchen equipment such as fridges, stoves, microwave ovens, crockery and cutlery, etc. • Tables • Bookcases • Partitions

The immovable assets can furthermore be divided into two categories:

Immovable assets	
Operations Specific Assets Refers to fixed installations required for the execution of the services. In the instance of depots, this may include, but is not limited to, items such as:	Non-operations Specific Assets Refers to fixed installations required to ensure that the property is fit for purpose. In the instance of depots, this may include, but is not limited to, items such as:
Appendix G5 and G6	Appendix G4
<ul style="list-style-type: none"> • Compressed air systems • Fuel installations • Wash bay and grease trap • Water reclamation • Lube oil distribution systems 	<ul style="list-style-type: none"> • HVAC Systems (air-conditioning, and ventilation) • Fire Detection Systems • Access Control Systems • CCTV Systems • Fence Electrification Systems

Immoveable assets	
<ul style="list-style-type: none"> • Brake Testing Systems • etc Vehicle Lifts (If provided) • Electric Bus charging systems • Etc. 	<ul style="list-style-type: none"> • Lamp replacements • Electrical Infrastructure to the final point of distribution. • Elevators • Etc.

5.4.1 Roles and Responsibilities

5.4.1.1 Depot Infrastructure and Immoveable assets

The City shall ensure that all infrastructure and immoveable assets are in good order and fit for purpose and/or that any defects are recorded before the VOC takes occupation in terms of the contract. Moveable equipment and tools that had been purchased by the City, and provided to the previous VOC, and where applicable or relevant as determined by the City in due course shall be inventoried and provided to the VOC.

The VOC is to create a snag list within 2 months of moving in that shall either be rectified by the City or placed on record for future reference. Where infrastructure and immoveable assets are near end of life, the City shall budget, plan, procure and replace such at a time mutually agreed with the VOC. The City may require of the VOC to procure and replace such assets on behalf of the City through a cost system aligned with the City's Supply Chain Management Policy.

All Infrastructure and Immoveable and moveable assets, existing or new, (as applicable) shall be handed over to the VOC to use. The VOC's rights in terms of depot infrastructure shall be limited to the right of use. All infrastructure and immoveable and moveable assets shall remain the property of the City, and the City shall maintain all infrastructure and immovable assets not directly related to the Services.

The City will assume all responsibility to manage and maintain the non-operation specific depot infrastructure and immoveable assets, as described above, in accordance with the service intervals and requirements included in the asset register (to be included as an annexure as extracted from the City's Roads Infrastructure Management (RIM) system) with the aim to ensure that the depot infrastructure and immoveable assets meet or exceed the duration of its recorded useful life. Where non-operation specific infrastructure and immovable assets break down or require repair, the VOC shall be required to report such through the City's designated asset management system for execution by the City. The operation specific equipment will be the responsibility of the VOC.

The City will insure all of the assets for loss or damage other than damage through neglect or negligence of the VOC. The VOC will be liable for any co-payments or excess payments on insurance claims.

Where any infrastructure or immovable assets fails or is lost before the recorded expected end-of-life due to abuse by the VOC, the City may recoup the cost of replacement either in full or partially, from the VOC.

End-of-life refers to the estimated duration of utility placed on the asset. End-of-life estimations terminate at the point when assets are expected to become obsolete, require major repairs, or cease to deliver economical results.

Soft services will be provided by the City. Soft Services include the following:

- Pest Control
- Surveillance
- Landscaping

The VOC must procure cleaning and security services (Guarding & Access Control) to all Depots and Staging areas directly under its control as provided for in the contract.

5.4.1.2 Operations Specific Assets

Any immovable assets that are directly related to the Services as envisaged in the contract shall be handed over to the VOC, who shall operate, manage, maintain and replace this equipment in accordance with the standards set out herein. Examples of immovable assets deemed to be operationally required include, without limitation to, compressed air systems, water reclamation systems, lube oil distribution system, refuelling systems and tanks, brake testing systems and the like.

A detailed asset registers and maintenance requirements are provided in **Appendix G**.

The VOC will assume all responsibility to manage and maintain the equipment and plant required for Services as provided by the City in accordance with the service intervals and requirements included in the asset register with the aim to maximise the life cycle of the equipment and plant. Lifecycle refers to the estimated duration of the utility placed on the asset. Life-cycle estimations terminate at the point when assets are expected to become obsolete, require major repairs, or cease to deliver economical results. All service and repairs on assets must be recorded and copies of invoices for such work saved against the specific asset on the City's designated asset management system, presently Forcelink (or equivalent). Failure to record work may severely impact the VOC when the equipment requires replacement or upgrades or at the end of the contract.

The operation and maintenance manuals handed over to the VOC at the handover of the depot will include a detailed asset schedule including the expected maintenance and maintenance intervals. This will also be loaded into the City's designated asset management system which will automatically generate works orders for the execution of the maintenance. The VOC shall be responsible to monitor and manage the City's designated asset management system workorders and to ensure timeous completion of the work and uploading of the completed works orders and invoices.

All service and repairs on assets must be recorded and copies of invoices for such work saved against the specific Asset on the City's the City's designated asset management system. Failure to record work may severely impact the VOC when the Infrastructure and Immoveable assets requires replacement or upgrades or at the end of the contract.

Where any operations specific assets fail or is lost before the recorded expected end-of-life due to abuse or negligence by the VOC, the City may recoup the cost of replacement either in full or partially, from the VOC or require of the VOC to replace it with same or similar at its own cost. The VOC shall ensure that all relevant information regarding the new equipment is communicated to the City for purposes updating the City's asset register. Where the VOC can, to the satisfaction of the City, show proof of maintenance and care of equipment which failed prior to reaching it's expected end of life, the City may agree to contribute towards the replacement of such assets. Proof must be in the form of completed work orders and/or invoices loaded against the asset on the City's designated asset management system over the lifetime of the asset.

Where any operations specific assets reach end of life and requires replacement and such assets have been properly maintained, the cost of such replacement shall be borne by the City. It may be required of the VOC to procure and execute such replacement on behalf of the City and recoup the cost from the City, and in such instances the parameters of such replacement shall conform with the provisions of the Agreement.

End-of-life refers to the estimated duration of utility placed on the asset. End-of-life estimations terminate at the point when assets are expected to become obsolete, require major repairs, or cease to deliver economical results.

The VOC will be expected to provide a quarterly report on the condition of all operational specific assets and the service and maintenance activities per asset carried out in the preceding quarter. The City will provide a full schedule as per the example in **Appendix E** of all assets/asset types and where the responsibility to maintain and replace vests.

The maintenance and repairs to Operations Specific Assets shall be subject to the service level requirements as set out below.

5.4.1.2.1 Service Levels for Operation Specific Assets

In this Specification, the following words shall be interpreted as described below:

- **Pro-Active** means calls logged by the VOC identifying works and problems before it is logged by the City.
- **Response Time:** The time within which the VOC is required to respond to the incident/request commencing from the time the notification is sent or the incident logged on the City's designated asset management system, whichever comes first.
- **Resolution Time:** The time when the work is completed, adequate feedback provided to the City, and the works instruction indicated as complete on the system. The resolution time is in addition to the Response Time. Sample: A P1 call in total has 5 hours from it being logged to the end of the resolution time.
- **Reactive** means calls logged on the City's designated asset management system by the City identifying works and problems before it is logged by the VOC.

The appropriate priority level shall be assigned to calls by the VOC after considering the variables shown in the matrix below.

Impact/Urgency			
	High Impact	Medium Impact	Low Impact
High Urgency	P1	P2	P3
Medium Urgency	P2	P3	P4
Low Urgency	P3	P4	P5

Priority Level P6 will be reserved for projects.

The City may, after consultation with the VOC, amend the priority level set for any incidents or service requests. If an incident cannot be resolved within the specified time, the VOC shall inform the City of the reasons for failure and the response time updated in accordance with any adjustments agreed to by the City.

The various priority levels are summarised in the following table:

Priority level	Name	Response Time	Resolution Time
P1	Emergency Incident	1 Hour	4 Hours
P2	Urgent	24 Hours	4 Days
P3	Routine	3 Days	5 Days
P4	Pro-Active	5 Days	10 Days
P5	Scheduled	As Scheduled	21 Days
P6	Projects	30 Days	As Agreed,

5.4.1.2.2 Description of Priority Levels

P1 and P2 calls as described below can only be closed off on the City's designated asset management system by a City official. The clock will stop upon the VOC marking the job as resolved, awaiting final close off by the City official. Should the City official find the work of unsatisfactory quality or incomplete, the call will not be closed off and penalties for late completion will apply in accordance with the Penalty Schedule.

P1 – Priority 1: Emergency Incident

Incidents which take priority over all other work and require immediate action to address situations that present immediate or imminent danger to life, health, safety, security, or significant damage to buildings, equipment or other property.

P2 – Priority 2: Urgent

Urgent service requests are unscheduled or reactive and may pose a threat of personal injury, cause property or equipment damage, or serious disruption of service. This type of work demands prompt attention to supplement emergency repairs or prevent a subsequent emergency. Urgent work orders may include responses to safety deficiencies and regulatory violations.

P3 - Priority 3: Routine

Routine service requests address service or project requests that do not pose a threat to life and property or disrupt operations.

P4 - Priority 4: Pro-Active

Pro-active service requests logged by the VOC to address service or project requests that do not pose a threat to life and property or disrupt operations.

P5 – Priority 5: Scheduled

Scheduled work orders address date-sensitive requests. This is work that may require prior coordination and lead time to procure supplies and/or services. Scheduled work orders include preventive maintenance services intended to protect and preserve physical assets and reduce the threat of major equipment breakdowns.

P6 - Priority 6: Projects

Typically, projects which require pre-planning and procuring of proposals. The time frames will be agreed between City and the VOC.

5.4.1.3 Furniture, Fixtures and Equipment

The VOC will be required to develop its own requirements in terms of FF&E and procure such FF&E. **Appendix E** provides examples of FF&E required, for the VOCs account. The VOC shall take full ownership of the FF&E and shall exclusively be responsible for the maintenance, repairs and replacement of such FF&E.

Any existing FF&E prior to the start of the contract maybe removed by the City and/or current VOC and may be disposed of in accordance with the City's asset disposal regulations, for example through auction.

To the extent that the City has agreed to assist the Operator in providing the tools and equipment, the Operator shall be responsible for the care and safekeeping of this equipment and will be required to replace and supplement any missing / equipment. All tools and equipment supplied by the City shall be returned in good condition to the City on the Termination Date, fair wear and tear excluded. Some City-owned FF&E may be retained at the depots at the sole discretion of the City.

FF&E may include, but is not limited to:

<ul style="list-style-type: none"> • Desks • Office Chairs • Boardroom Table • Boardroom Chairs • Laptop Computers • Desktop Computers • Printers • Network Servers • Network Switches • Network Patch Panels • Kitchen equipment including fridges, kettles, microwave ovens, coffee machines and the like. 	<ul style="list-style-type: none"> • Patch Cables • Telephone Systems • Telephone Handsets • Cellular Phones • Photo Copiers • Projectors • TV Screens • Other AV Equipment • UPS Systems (Other than those provided by the CoCT) • Loose Carpets • Cutlery and crockery 	<ul style="list-style-type: none"> • Wall Decorations • Office Plants • Workshop Tools • Gardening Tools • Maintenance Tools • Hygiene Equipment (Toilet roll dispensers, Hand Towel Dispensers, Soap Dispensers etc.) • Other office decorations (Lamps, Works of Art etc.) • Rest Room Tables and Chairs • Workshop Equipment
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5.4.1.4 Office Consumables

Office consumables, in the form of cleaning consumables, stationary, kitchen supplies and the like shall be the responsibility of the VOC. The VOC shall, in its fixed costs, allow for the continued restocking of consumables.

5.4.1.5 Refuse collection

VOCs must ensure that City-approved refuse bins are located at City approved positions at street boundary locations at depots and staging areas. Refuse and sweepings generated from depots and staging areas must be placed in these bins by VOCs. The VOC will be responsible for removing any operational waste that cannot be removed via the City's normal refuse collection service. ie oils, hazardous substances etc

5.4.2 Utility Costs

The VOCs shall register as the user of the depots and staging areas and shall be liable for all utility costs including water, electricity, sewerage, waste removal, central improvement district fees etc (and which is further outlined in the Agreement). The VOC shall ensure that utility usage is managed and kept to an acceptable minimum.

5.4.3 Handover of Depots

The VOC and City shall together inspect the property, before the VOC takes possession of the property, to record any defects or damage therein and to record the readings shown on the water and electricity meters at the depots. **Appendix E** contains the handover checklist that must be signed by the VOC and City upon inspection.

The City will fulfil an oversight role in terms of the functions delegated to them. The Manager: Public Transport Contract Management will take overall custodianship for the contract, delegating responsibilities to internal departments in accordance with the departmental functions.

The various internal departments will manage the handover of the depot infrastructure they oversee to the VOC. This may be by way of a single synchronised handover or through multiple individual handovers. On termination of the contract, the VOC will be expected to return all immovable assets and infrastructure on the registers in a good, working condition with due consideration for fair wear and tear.

5.4.4 Staging Areas

The staging areas will be serviced and managed by the City and may be used by multiple VOCs depending on route allocation and may, at the insistence of the City, be subject to a co-operation agreement. Standard Operating Procedures on the operation of the staging areas will be developed by the City after consultation with the VOCs.

6 FLEET

6.1 Introduction

The Phase 1 Stage 2 fleet will comprise the existing Phase 1A Vehicles and any new Vehicles procured by the City or the VOC. The VOC will be required to be registered as the “owner” and the City recorded as the “title holder” of any City-owned vehicle as defined in the National Road Traffic Act.

All MyCiTi vehicles, whether owned by the City or by a VOC shall be used solely to deliver the public transport services under the contract. Should the need arise and on instruction from the City, surplus MyCiTi vehicles owned by the City may be transferred between VOCs contracted to provide services within this and other phases of MyCiTi. MyCiTi vehicles owned by the VOCs may also be transferred between VOCs but only with the agreement of the City and the owning and receiving VOCs.

6.1.1 Existing fleet composition and usage

The existing MyCiTi fleet that will be used for Phase 1 Stage 2 operations is summarised in **Table 6-1**. Bus details such as, chassis numbers, km readings, history of major part replacements and the allocation per contract, and bus condition reports are provided in **Appendix F**.

Table 6-1: Phase 1 Stage 2 Vehicles

Fleet status				Area A		Area B		Area C	
Tranche	Bus Type		Peak	Peak	Total	Peak	Total	Peak	Total
1	18 Metre Volvo HF	A	2010	0	0	1	2	4	6
	12 Metre Volvo HF	B	2010	0	0	0	0	3	7
	12 Metre Volvo HF	C	2010/12	27	28	0	2	5	6
2	9 Metre Optare LF	D	2012/13	16	58	37	66	72	86
3	18 Metre Scania HF	E	2015	0	0	19	22	0	0
	12 Metre Scania HF	F	2014/15	16	20	18	18	0	0
TOTAL				59	106	75	110	84	105

HF: High Floor LF: Low Floor/Low Entry

Section 6 discusses the vehicle specifications, servicing, and maintenance history of the Vehicles purchased over the years.

6.1.2 New vehicles

The City will decide on the manner of procurement of new Vehicles. New operating cost per km and monthly capital repayment rates for any new Vehicles may be negotiated, where the City and the VOC agrees that the procurement will be done through the VOC and will conform with the City’s Vehicle specifications, servicing, maintenance and repairs as provided to the VOC.

The VOC will be responsible for inspecting, servicing, maintaining and repairing all MyCiTi Vehicles (and keeping the Vehicles in a state of good repair, notwithstanding any appropriate dispensations which can be extracted from the vehicle supplier of the Vehicles).

6.1.3 Overview of maintenance obligations

The inspection, servicing, maintenance and repair obligations of the VOCs include, but not limited to, the activities shown below:

- Obtaining and maintaining roadworthy and licence certificates in accordance with Applicable laws and ensuring that the Vehicles are in a roadworthy condition and in a state of good repair at all times.
- Performing pre-trip walk-around vehicle checks and regular checks of all oils, coolants, AdBlue and electrolyte levels and that such levels are correctly maintained.
- Repair of defects observed by VOC drivers and technical staff.
- Repair of defects including work to specialist components (to be undertaken by suitably qualified and accredited engine, gearbox or differential rebuilders which have been approved by the City). A City owned vehicle shall not be laid up in a state of disrepair for a period longer than one month unless the VOC can show that this was beyond the control of the VOC.
- In addition to the VOCs own inspection regime, the VOC shall report the condition of all Vehicles to the City at not more than 2500km intervals or within 500km after the scheduled kilometres using the check list given in **Appendix G** or similar checklist that the City may provide to the VOC by way of written notice. The VOC will agree with the City the format for the report. The VOC shall submit a copy of the completed 2500km checklist to the City within 48 hours of the inspection. The VOC is to rectify any “safety critical” defects immediately until which time the Vehicle is to be removed from use (safety critical defects means any defect that compromises the overall safety of the Vehicle including, but not limited to, defects within the brake, suspension and steering systems and tyres). The VOC is to repair all other defects identified by the inspection as soon as possible and within one week of the date of the inspection. The VOC is to forward to the City confirmation that this work has been completed.
- Presentation to the City and joint technical inspection of each Vehicle with the City every three months in accordance with a pre-arranged schedule.
- Brake testing at 5 000km intervals or within 500km after the scheduled kilometres (to coincide with relevant 2 500 km inspection).
- Scheduled services at specified intervals or within 1 000km before or after the scheduled kilometres.
- Tyre replacement and management (including the repair of the punctures).
- Accident repairs and their management including insurance claims.
- Providing a 24-hour standby breakdown service including towing.
- Technical inspections and warranty claim management.
- Inspection and repair of ITS equipment to be maintained by the VOC as defined in **Appendix G**.
- Notification of need for others to attend to ITS equipment that is not the responsibility of the VOC to maintain as defined in **Appendix G**, read with **Appendix L**.
- Ensuring that all boarding ramps and doors work at all times and pre-trip testing using the supplied test rig at depots or any updated monitoring system giving the status of the Vehicle or station door communication system, its repair if a fault is identified as the responsibility of the VOC otherwise the notification of others to attend to the defect.
- Provision of all general and special tools and equipment unique to a particular bus model (including diagnostic equipment and user licences).

- Replacement of lost parts including, but not limited to, spare wheels, fire extinguishers, first-aid kits, warning triangles and lamps, tools, jacks, service booklets and the like and performing any testing or maintenance of such items.
- Logging, record keeping and submission of all inspections, servicing, maintenance and repair works (including tracking of defect repairs), fleet status reports, breakdowns and accidents in the City's designated asset management system for import into the City's SAP system or equivalent system supported by the City.

6.1.4 Existing Vehicles: Procurement and maintenance history

6.1.4.1 First Vehicle procurement: Overview of Vehicles procured

An overview of the specification of the following Vehicles procured through the City's contract 566N/2008/09 and delivered in 2010/12 is provided in **Table 6-2**.

- Type A: Volvo 18m HF
- Type B: Volvo 12m HF (Airport)
- Type C: Volvo 12m HF

The award included the maintenance of these vehicles by the OEM for their first year until 30 June 2011. Upon expiry of this maintenance, the City and Volvo entered into a Volvo Master Agreement to maintain the Vehicles to a "Gold Service" standard. This agreement continued with various extensions until 31 October 2013. On expiry of the agreements, the maintenance became the responsibility of the Phase 1A VOCs to which the Vehicles were allocated.

Table 6-2: Tranche 1: Overview of specification of Vehicles

Type of vehicle		A	B	C
		Volvo 18m High Floor	Volvo 12m High Floor (Airport)	Volvo 12m High Floor
Delivery date		2010	2010	2010 (28 original vehicles) 2012 (10 additional vehicles)
Propulsion		Diesel (Euro IV)	Diesel (Euro IV)	Diesel (Euro IV)
Chassis		Volvo B12MA	Volvo B7R	Volvo B7R
Body builder		Marcopolo	Marcopolo	Marcopolo
Surviving warranties		Expired	Expired	Expired
Floor height		High Floor	High Floor	High Floor
Engine		B12M (6 cylinder)	D7E (6 cylinder)	D7E (6 cylinder)
Transmission		Voith	ZF	Voith/ZF
Differential		Volvo RS 1370 HV	Volvo RS 1228C	Volvo RS 1228C
Number of passenger doors	LHS	1	1	1
	RHS	3	2	2
Passenger capacity	Seated	59	37	45
	Standing	72	43	41

Type of vehicle		A	B	C
		Volvo 18m High Floor	Volvo 12m High Floor (Airport)	Volvo 12m High Floor
	Wheelchair	2	1	1
	Total	131	80	86

The City purchased 10 additional 12m HF Vehicles through this contract in 2012. The maintenance of these additional vehicles was also performed by Volvo in terms of a second agreement that commenced on 1 April 2012. The body maintenance component terminated on 31 October 2013 and the chassis component on 31 March 2015. The condition report for these existing Vehicles is provided in **Appendix G**.

6.1.4.2 Second Vehicle procurement: Overview of Vehicles procured

An overview of the specification of the following Vehicles procured through the City's contract 371G/2010/11 and delivered in 2012/2013 is provided in **Table 6-3**.

- Type D: Optare 9m LF

The award included the maintenance of these vehicles by the OEM until 2016. The maintenance of these buses was then undertaken directly by a service provider appointed by the City (Busmark).

Table 6-3: Tranche 2: Overview of specification of Vehicles

Type of vehicle		D
		Optare 9m Low Floor
Delivery date		2012/2013
Propulsion		Diesel (Euro V)
Chassis		Optare Solo
Body builder		Busmark 2000
Surviving warranties		Expired
Floor height		Low Entry
Engine		Cummins ISBE6 (6 cylinder)
Transmission		Allisson 2100
Differential		Albion
Number of passenger doors	LHS	1
	RHS	1
Passenger capacity	Seated	25
	Standing	25
	Wheelchair	1
	Total	50

The condition report for these existing Vehicles is provided in **Appendix G**.

6.1.4.3 Third Vehicle procurement: Overview of Vehicles procured

An overview of the specification of the following Vehicles procured through the City's contract 140G/2012/13 and delivered in 2014/2015 is given in **Table 6-4**:

- Type E: Scania 18m HF
- Type F: Scania 12m HF

Servicing and maintenance of these vehicles from their delivery date was the responsibility of the VOC to which the vehicles were allocated.

Table 6-4: Tranche 3: Overview of specification of Vehicles

Type of vehicle		E	F
		Scania 18m HF	Scania 12m HF
Delivery date		2015	2014/2015
Propulsion		Diesel (Euro V)	Diesel (Euro V)
Chassis		KIA 310	KIB 250
Body builder		Busmark 2000	Busmark 2000
Surviving warranties		12 years for load bearing members	12 years for load bearing members
Floor height		High Floor	High Floor
Engine		DC 09 110/310HP	DC 09 109/250HP
Transmission		ZF	ZF
Differential		Scania R660	Scania R660
Number of passenger doors	LHS	1	1
	RHS	3	2
Passenger capacity	Seated	58	47
	Standing	74	46
	Wheelchair	2	1
	Total	132	93

The condition report for these existing Vehicles is provided in **Appendix G**.

6.1.5 Existing Vehicles: Future servicing and maintenance regime

All existing Vehicles are to be serviced and maintained in accordance with the City's standard regime applicable to that Vehicle type as shown in **Table 6-5**.

Table 6-5: Servicing and maintenance regime for all existing Vehicles

Vehicle	Type of service	Service interval
All current MyCiTi Vehicles	A	20 000 km
	B	40 000 km
	C	60 000 km

Further information about the services is provided in **Appendix G**. Servicing, maintenance and repairs of the existing Vehicles is to be carried out by a City-approved party that meets and maintains the requirements set out in **Appendix G**.

6.1.6 New Vehicles: Servicing and maintenance regime for new vehicles

New Vehicles purchased may include alternative propulsion technology. For new Vehicles, the VOC will be responsible for vehicle inspection, services, maintenance and repairs in relation to new Vehicles, and shall not be entitled to any increase in their costs in this regard. The servicing and maintenance of the new Vehicles will initially be in accordance with the OEM requirements to preserve warranties. Thereafter the VOC shall service the Vehicles in accordance with the City's standard regime.

6.1.7 Spare parts and lubricants for City-owned Vehicles

All spare parts and lubricants used to service, maintain and repair the existing City-owned vehicles are to be OEM or equivalent in quality and be pre-approved for use by the City. All spare parts and lubricants used to service, maintain and repair new City-owned vehicles during the warranty period will be OEM approved parts to preserve warranty. Thereafter all spare parts will be OEM or equivalent in quality and be pre-approved for use by the City. Parts shall not be stripped from a City-owned MyCiTi vehicle without the City's written consent. The VOC will be required to provide a suitably stocked and secure spare parts store and a suitably qualified staff member to manage the stock inventory etc.

6.1.8 Maintenance staff training

It is the responsibility of the VOC to ensure that its technical staff are trained and competent to maintain the Vehicles.

6.2 Bus Refurbishment

6.2.1 Full refurbishment of existing City-owned Type A, B and C Vehicles

The existing Volvo 18m and 12m HF Vehicles are being fully refurbished by the Phase 1A VOCs in accordance with the requirements agreed with the City. It is envisaged that no further refurbishment will be required for these Vehicles. Should the Phase 1A refurbishment programme not be completed before that contract terminates, the City will require the Phase 1 Stage 2 VOC to undertake any remaining work with payment made by the City through rates, as per the Price Schedule. The scope for a full refurbishment is given in **Appendix G**.

6.2.2 Partial refurbishment of existing City-owned Type D, E and F Vehicles

The existing Optare (D) and Scania (E and F) Vehicles are being partially refurbished by the Phase 1A VOCs in accordance with the requirements agreed with the City. It is envisaged that no further refurbishment will be required for these Vehicles. Should the Phase 1A refurbishment programme not be completed before that contract terminates, the City will require the Phase 1 Stage 2 VOC to undertake any remaining work with payment made by the City to the VOC through a Provisional Sum and in accordance with the requirements of the City's Supply Chain policy.

6.2.3 Refurbishment of VOC owned vehicles

The VOC will be responsible to refurbish VOC-owned vehicles, if any, at its own cost to maintain their condition in a good state of repair at all times.

6.3 Due diligence bus inspections and first Certificate of Roadworthiness

The City and the VOC will carry out a due diligence inspection of the Vehicles before the hand-over of the Vehicles on the service commencement date. Defects required by the City to be rectified will, at the election of the City, be remedied at the City's cost by either the VOC or a third party identified by the City. A "defect" is a shortcoming in a Vehicle that meets the "rejection criteria" for the component as defined in SANS 10047: The testing of motor vehicles for roadworthiness.

The City and VOC will carry out a due diligence inspection of the Vehicles on a date to determine by the City and before the expiry of the Phase 1 Stage 2 contract. Any deficiency in the maintenance or repair of the Vehicles (fair wear and tear accepted) shall be remedied by the VOC at the VOC's cost before the Vehicles are returned to the City.

6.4 Livery, decals, notices and unique fleet identification numbers

The livery of the Vehicles comprises a mixture of paintwork, decals and notices. The exterior livery of a Vehicles is shown in **Appendix G**.

On hand-over of Vehicles to the VOC, the livery will be in, or will be made to be in, a condition that meets the requirements of the City. Should it be necessary, notices will be provided by the City for fixing by the VOC. The VOC will then maintain the livery (internal and external) in that condition (fair wear and tear excepted) and repair, at the VOC's cost, any damage due to any reason including impact of cleaning by the VOC or vandalism.

Should the livery on the Vehicles deteriorate due to fair wear and tear to such a degree that the City requires the livery to be reapplied, the VOC will reapply the livery and be reimbursed by the City with payment made by the City to the VOC through a Provisional Sum and in accordance with the requirements of the City's Supply Chain Management policy.

The cost of providing and maintaining the livery on VOC-owned Vehicles, if any, is to be paid for by the VOC. Should the City require the City and/or VOC-owned vehicles, if any, to be fitted out in a different livery for any reason, the VOC will fit-out the Vehicle in a different livery with payment made by the City to the VOC through a Provisional Sum and in accordance with the requirements of the City's Supply Chain policy. The Operator shall not affix or display advertising material of any kind on the interior or exterior of any Vehicle, nor permit same to be affixed or displayed without the prior written consent of the City.

In addition to any other signage requirements that may be notified by the City during the term of the Contract, the Operator must ensure that the following signage is displayed:

On the vehicle exterior:

- Name and contact details of the Operator;
- Fleet number of the Vehicle (to be displayed at the front, rear of the Vehicle and on the roof);

In the vehicle interior:

- Passenger capacity (in relation to maximum seated and standing);
- Rules of carriage of passengers;
- MyCiTi maps;
- Bus number;
- Emergency information;
- No-eating signs;
- no-smoking signs; and
- other signage as required and approved by the Representative.

6.5 Functions of the City's Fleet Management Team

6.5.1 Overview of City's Fleet Management Team

The City's Fleet Management Team comprises technically qualified staff ("Fleet Officers") and support staff. Their duties include observing the work undertaken by the VOC and its sub-contractors and receiving information from the VOCs for analysis and record keeping. The VOC is to co-operate fully with the Fleet Officers and support staff to aid them in their duties. In particular, VOCs are to ensure that the Fleet Officers are provided unhindered access at any time to any Vehicle and any premises where maintenance works are being undertaken by the VOC or any outsourced contractor to the VOC.

In the event that a City Fleet Officer is of the view that a task is or has not been undertaken to the required standard, the Fleet Officer may bring this concern to the attention of the VOC's workshop manager to address. The latter is then to report back to the Fleet Officer the remedial steps taken pursuant thereto. The responsibility for the work always remains with the VOC.

6.5.2 Inspections by City's Fleet Management Team of City and VOC-owned Vehicles

The City's Fleet Management team will, jointly with the VOC, conduct scheduled technical inspections of the Vehicles every quarter of a calendar year using the checklist given in **Appendix G** or as determined in due course by the City. The VOC shall be obliged to ensure that each Vehicle is presented for inspection during normal working hours in accordance with a weekly schedule to be arranged with the City or at such other interval as directed by the City through a Service Notice.

In addition, the City's Fleet Management Team shall be entitled to undertake random technical inspections of any Vehicle that is standing in the "ready line" at a depot or staging area and/or "bus jumping" a bus in service. Random inspections may include full pit inspections if required by the Fleet Officer. The City's Fleet Management team will forward a copy of its findings to the VOC as a Defect Notice which includes specified time for repair.

A City Fleet Officer can require a VOC to send a Vehicle for a non-scheduled roadworthy test at an approved testing station at any time if he is of the opinion that a Vehicle is not roadworthy. The Vehicle is to be immediately removed from service by the VOC until it is tested. The VOC can, however, elect to repair the defect before the test and inform the Fleet Officer accordingly in which case the test is not required. The cost of the non-scheduled test is to be paid by the VOC and is not reimbursable.

Notwithstanding an inspection of a Vehicle by the City, the onus to ensure that a Vehicle complies with all relevant legislation and regulations always remains with the VOC.

7 INSURANCE

Insurance requirements for the fleet, depots, staging areas and stations are summarised below and detailed in **Appendix H**, and which shall be further provided for in the **Agreement**.

7.1 MyCiTi vehicles

The MyCiTi Vehicle fleet (or its replacement in case of accident damage, fire or theft) will be insured by the City, with both the City of Cape Town and the VOCs registered as co-insured. The cost of the insurance will be borne by the City, but any excess payable that is required to settle a damage or replacement claim will be borne by the VOCs, who will be responsible for all accident damage costs. The Vehicles are to be fully comprehensive insured. The actual terms of the insurance policies will be made available to the VOCs.

7.2 VOC owned vehicles

The VOC will be responsible for all insurances related to any vehicles which it owns.

7.3 Third party vehicle installations

Equipment installed by third parties (whose installation shall not be unreasonably withheld), such as the fare management equipment and control centre equipment will be maintained and insured by these third parties. Generally, this equipment will be insured by the third party for the duration of their respective contracts. Thereafter the City will arrange for the on-going insurance of the third-party equipment.

7.4 Further provisions on insurance

The VOCs shall be liable for any claims for passenger liability or public liability which are repudiated by the insurer due to any act or omission of the VOC, its directors, agents or employees in providing MyCiTi services. In addition, **the VOC shall take out public liability cover for risks relating to its operation of the services, including, but not limited to, the city depot and staging areas, for such amount and on such terms and conditions as are reasonably approved by the City** (the VOC agrees to be bound by the conditions outlined in **Appendix H**). The City shall be a co-insured under any such policy. The VOC shall be liable and pay for the necessary premiums in respect of such insurance.

7.5 City assets register and reporting requirements

All Vehicles procured by the City, including insurance replacements, will be registered on the City of Cape Town's Asset Register. As such, comprehensive records of each Vehicle's history need to be recorded by the City. The VOCs will be required to institute or takeover and maintain Vehicle records and maintenance / repair reporting systems on behalf of the City. These records will need to be forwarded to the City's technical services representative in the prescribed format and at prescribed intervals.

7.6 Depot, staging area and station insurance

The City shall affect and maintain appropriate insurance in respect of the City-owned fixed assets. The City shall ensure that the details of such insurance and the process for submission of claims, and the type of assets covered under the insurance are provided to the Operator to ensure that it is able to comply with those obligations.

The City shall be liable for and pay all premiums in respect of such insurance. The Operator shall pay the excess due directly or, if paid by the City, shall reimburse the City for any excess payable by the City in respect of an insurance claim.

8 DRIVERS AND REGULATORS

8.1 Qualifications and licences

The Operator shall ensure that drivers utilised for purposes of rendering the Services do not have criminal records, are physically and mentally healthy, and are in possession of valid driver's licences and PrDPs. In particular, the Operator must ensure at all times that at least 50% of such drivers have held valid driver's licences for at least five (5) years and valid PrDPs for at least two (2) years (of which the latest is current). The Operator shall provide the City with copies of driver's licences and PrDPs in respect of all drivers prior to the Commencement Date and for the duration of the contract thereafter, immediately upon request by the City.

8.2 Training and conduct of drivers and operational staff

The VOC shall ensure that each driver is adequately trained to enable them to render a high-quality service. Driver training must include training in respect of the correct procedures pertaining to safe embarking and disembarking of passengers, technical training in the handling of the vehicles and all relevant equipment, as well as training to refresh and improve the driver's driving proficiency ie complete safe driving modules. In addition, the VOC must also ensure that all drivers and operational staff receive training from suitably qualified trainers in accordance with a training programme to be developed by the VOC, in consultation with the City. Training modules must be developed for each category of operational staff and the training programme shall include, at least, the following:

- Customer care training (based on the Service Charter);
- First aid practices;
- A component to specifically address the needs of disabled passengers;
- A minimum initial training of fifteen (15) hours and refresher modules of at least four (4) hours every (6) six months;
- The awarding of certificates upon successful completion; and
- A dedicated budget provision.

In due course the City may supplement the type of training that would be required during the contractual period. In relation to driver training in particular, the VOC shall present, at its own expense, all candidate drivers (including those employed subsequent to the Commencement Date) to the relevant body designated by the City for the above-mentioned training. In addition, should the City require or arrange for further advanced or safe driving training during the course of the contract the VOC must present the driver at their own expense.

If upon completion of the training, the City (and if necessary, in consultation with the relevant training authority) considers a driver to be unsuitable for the services, the VOC shall be obliged to provide an alternate candidate for training, at its own cost, forthwith upon being so notified by the City.

The City shall be entitled to require the VOC to submit proof of all training undertaken by the VOC's operational staff and drivers, including without limitation, copies of training manuals.

Note that the cost of training is not included in the VOC's rates. Training may be paid for by the City via an independent contract or recovered through a Provisional Sum.

8.3 Driver Duties

In exercising their duties, drivers must:

- Ensure that passengers Tap In and Tap Out on the Vehicle;
- Ensure that all electronic equipment deployed on Vehicles whilst in service, are switched on and fully operational;
- In all instances, liaise with and act on, express instructions from the Call Centre, unless extraordinary conditions prevail, such as a medical emergency or similar;

- Be kind, courteous and helpful at all times, to ensure that a positive image of the service is projected to passengers. Under no circumstances shall drivers become over-familiar with a passenger.

If the City, acting reasonably, has reason to believe that a driver poses a risk to the safety of passengers or is otherwise not suitable for the Service, the City shall be entitled to direct, on written notice, that such driver is immediately prohibited from operating the Vehicle and replaced with a suitable driver. The Operator shall be obliged to replace such driver within one (1) week of being so notified by the City as aforesaid, or to act in accordance with any alternate arrangements agreed to with the City in writing in that regard.

The VOC must ensure that all drivers are provided with a uniform in accordance with the City specification (See **Appendix J**), which displays a unique driver's identification label. The uniform must be worn at all times that the driver is on duty and must be kept clean and smart.

8.4 Regulators

To address queueing issues during peak periods, the VOC is required to install regulators at selected stations. The use of regulators is not fixed and can be employed on an as-needed basis, therefore the quantity specified in the Price Schedule is only an estimate and subject to change each month.

9 PERFORMANCE MANAGEMENT SYSTEM

9.1 Overview

The purpose of the Performance Management System (PMS) is to implement penalties based on international and national best practice, with the aim of driving optimal performance and efficient service delivery. The PMS provisions apply in addition to the principle that services that are not operated will not be paid for. The VOCs should apply for and maintain ISO 9001 accreditation and compliance should be strictly enforced through the Performance Management System and proof thereof is to be provided to the City on request from time to time.

The City will be responsible for the monitoring and evaluation processes and the VOCs will need to achieve significant positive outcomes to meet pre-determined standards. The City may contract the monitoring function out to third parties.

9.2 ISO 9001 accreditation

The VOC shall be required to be ISO9001 accredited or obtain such other accreditation standard that may supersede ISO9001, for the duration of the contract. The Agreement provides further detail around compliance requirements and requirements during the subsistence of the agreement for Phase 1 Stage 2.

9.3 Performance management system

The PMS will comprise infringements and penalties applied in three tiers, as shown in **Figure 9-1**. Tier 1 will comprise the application of penalties for serious infringements, Tier 2 will comprise issuing defect notices or warnings for minor infringements, followed by penalties for not addressing the infringements within the stipulated time frames, and Tiers 3 will comprise a scoring system for system performance indicators.

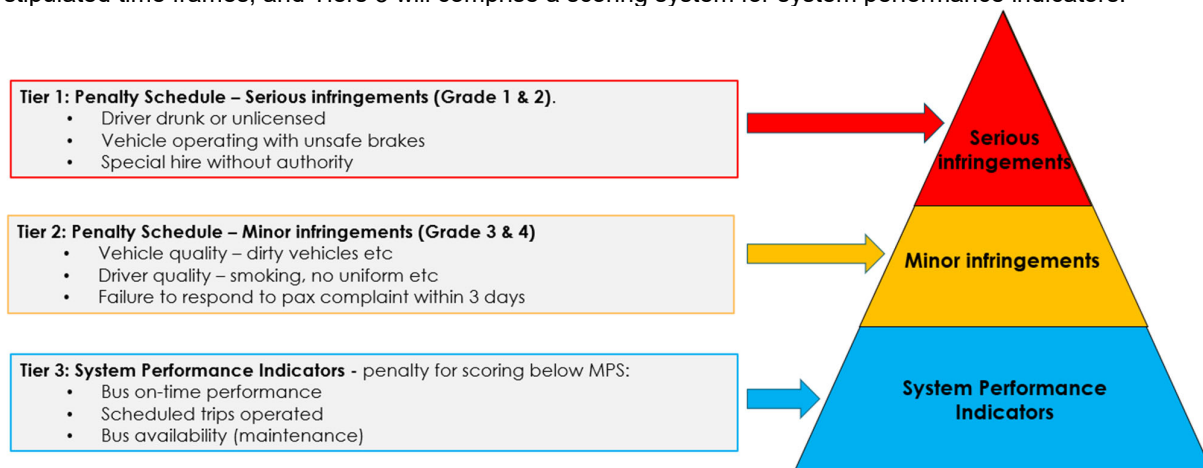


Figure 9-1: Overview of PMS tiers

The System Performance Indicators will replace previous minor penalty items, such as Vehicles departing late, and missed trips etc. Only serious, major, and other penalties not covered by System Performance Indicators will be retained and applied, such as a driver failing an alcohol or drugs test. A full list of the penalties is provided in **Annexure B** of the Agreement.

A system of penalty thresholds will also be applied, whereby if the number of a specific penalty exceeds a predetermined threshold amount in the month, those penalties will double in value. If they exceed a second threshold value, the penalties will then quadruple in value.

In terms of the PMS process, there will be a 3-month settling-in period from the service commencement date for VOCs before penalties and System Performance Indicators (SPIs) are enforced. The PMS gets suspended in the event of force majeure circumstances (outside of VOC control), save in relation to Services that are provided.

9.3.1 Penalties

Financial penalties are applied to VOCs for failure to adhere to defined requirements. The Service Levels and Penalties Schedule include only serious and minor infringements not covered in the SPIs:

- a. Serious infringements (Grade 1 & 2)
- b. Minor infringements (Grade 3 & 4).

Immediate infringement notices will be issued for serious infringements (Grade 1 and 2), which can be accepted or appealed in the Penalty Committee Meeting. Conversely, a warning or Notice to Correct will be issued for minor infringements at the City's sole discretion, and infringement notice will only be issued if the correction is not addressed within stipulated timeframes. The only avenue for acceptance or appeal will be through the Penalty Committee Meeting.

9.3.2 System Performance Indicators (SPIs)

Each SPI will have a Minimum Performance Standard (MPS) based on various weighted criteria. These values will be informed by past empirical observations, including data from Phase 1A, as well as data collected during the settle-in periods for new contracts such as Phase 1 Stage 2 and Phase 2 (or such other MyCiTi contract areas as determined in due course by the City).

0 shows an example of the scoring sheets, whereby the VOC will be scored for each performance indicator and will receive negative points for scoring below the MPS. VOCs will undergo monthly assessments, with quarterly scoring. This allows VOCs to rectify any performance issues before quarterly assessments take place. MPSs have been established to accommodate "normal" operating conditions, with thresholds per SPI subject to agreement with the VOCs.

Performance scored lower than MPS will result in a penalty being levied in the next invoice. The deduction of system performance penalty amounts from the invoice will be limited to 1% of the applicable monthly invoice, being the higher of the monthly invoice in the penalty is levied or the average monthly invoice over the duration of the contract. In order to determine the average monthly invoice, as an example, if the issue arose at month 5 of the contract, the average would be calculated at month 5 by adding the 5 months consideration together and dividing it by 5 in order to arrive at a reasonable average monthly invoice for assessment purposes. Disputes can carry over if necessary, and in cases where outcomes differ, payment certificates following the resolution can account for any discrepancies.

MPS values and thresholds will undergo periodic review on an annual basis, with the option for re-benchmarking within reasonable bounds. While VOCs may provide input, the City retains discretion over final values. VOCs have the option to request waivers for SPIs if their services are adversely affected beyond their control for an extended period, such as during road construction.

10 FUNCTIONS TO BE PERFORMED BY OTHER CITY DEPARTMENTS

The operations of MyCiTi require the support of other City departments and Urban Mobility branches in order to function according to its operational plan.

The principal departments which will provide services to MyCiTi are:

- Law Enforcement and Security Services
- Traffic Services
- Metropolitan Police
- City Parks
- Roads and Stormwater
- Public Transport (Urban Mobility)
- Specialised Technical Services (FM / Fleet & Mechanical Workshop Branches)
- Cape Town Electricity
- Solid Waste Management
- Water Services
- Telecoms

10.1.1 Surveillance using CCTV cameras

The principal purpose of providing CCTV cameras and surveillance monitoring of busways and stations is to ensure, as far as possible, the safety of passengers using the service and the protection of assets forming the MyCiTi infrastructure. The CCTV, Monitoring and Surveillance Unit of the City's Metropolitan Police Department is responsible for monitoring an extensive network of security CCTV cameras throughout the City, while the City's Urban Mobility Department is responsible for the monitoring of freeway management CCTV cameras.

These networks are being extended to cover MyCiTi busways and stations. Any incident or potential threat to the safety of passengers, staff or infrastructure will be reported by the CCTV, Monitoring and Surveillance Unit monitoring the CCTV cameras at the TMC and reported to the Response Unit and the personnel at or near the station where the incident occurs.

10.1.2 Law-enforcement officers

The Safety and Security Directorate forms the core of a Response Unit deployed according to an operational plan to ensure that an incident is followed up in the shortest possible time. The Response Unit consists of dedicated law enforcement officers who are deployed as considered necessary by the City to facilitate a safe operational environment and to discourage fare evasion. Members of the Response Unit are trained Metropolitan Police officers equipped and trained to handle incidents and to apprehend and bring suspected criminals to justice. VOCs are to allow law enforcement officers on all Vehicles as per City- issued protocols.

10.1.3 Traffic Enforcement

The Traffic Services Department is supported by the City's Strategic Surveillance Unit (SSU) CCTV surveillance network to provide a standard traffic enforcement service to MyCiTi system. This includes the control of illegal use and parking within dedicated busways and cycle ways through the issue of fines and if necessary, apprehension of transgressors.

10.1.4 Maintenance responsibilities of responsible City departments

The following table summarises the maintenance responsibilities of the City Departments.

Function	Description	Responsible City department
Stations	The repair and long-term major preventative maintenance and, where necessary, the replacement of major elements of stations due to wear and tear, malfunction, accidents, vandalism or crime. Such elements include the structural components, glass cladding, roofing and flooring. The City will maintain all signs, markings and displays in and around the station. Minor maintenance and landscaping around the stations will be undertaken by the City.	Urban Mobility: Public Transport Facilities Management.
Depots and staging areas	The repair and long-term major preventative maintenance of structures, buildings, walls, fencing, hard surfaces in the event of failure, accidents or vandalism beyond the control of VOCs. Building maintenance will include repair of walls, roofing, and any other structure in the depot. Where damage is caused by the VOC, or any service provider contracted by the VOC concerned, such repair or replacement will be undertaken by the City for the account of the VOC.	Urban Mobility: Public Transport Facilities Management.
Busways, cycle ways, sidewalks, allied stormwater drainage and street furniture	Maintenance and repair of busways, cycleways, sidewalks, allied stormwater drainage and street furniture including shared traffic ways.	Urban Mobility: Roads Infrastructure Management
Road signs and markings	Maintenance of road signs and markings, including repainting of road markings and replacement of traffic signs.	Urban Mobility: Roads Infrastructure Management
Traffic signal systems and hardware associated with such signals.	Maintenance and repair of traffic signals, including the responding to malfunction of traffic signal systems, the adjustment of the timing and upgrading of such systems, and the repair and replacement of such equipment in the event of accidents, vandalism or crime.	Urban Mobility Department: Transport Network Facilitation and Development.
CCTV security and MyCiTi cameras	Maintenance and repair of CCTV equipment including the regular cleaning of lenses.	Metropolitan Police Department (CCTV, Monitoring and Surveillance Unit)
CCTV freeway management cameras	Maintenance and repair of CCTV equipment including the regular cleaning and maintenance of lenses.	Urban Mobility Department: Transport Network Facilitation and Development.
Street lighting	Monitoring, repair and maintenance of street lighting including the replacement thereof in instances of accidental damage.	Electricity Department
Water and sanitation	Repair and maintenance of municipal water and sewerage infrastructure.	Water Services Department
City rail station parking areas and public transport interchanges	Maintenance and repair of City rail station parking areas and public transport interchanges	Urban Mobility: Transport Infrastructure Implementation

11 SUMMARY OF VOCS RESPONSIBILITIES

The VOCs' responsibilities include but **are not limited to those summarised below and do not abrogate from any of the VOC's responsibilities and obligations** as stated elsewhere in the Contract.

11.1 Operations

- 1) Routes and timetables
 - a) Operate the services in accordance with the routes, schedules and timetables provided by the City and not make any changes to services without obtaining the prior written approval of the City except in emergencies as per agreed procedure.
 - b) May only set down passengers or allow them to board at stations and stops authorised by the City.
 - c) May not deviate from the timetable and must provide sufficient vehicles and drivers, as well as other mechanisms to provide services and be on standby.
 - d) May not cancel trips unless for stated reasons with prior approval from the City which must be provided in writing. Will be penalised if the trip is cancelled for reasons not agreed to by the City.
 - e) Amend routes, schedules and timetables as instructed by the City through Service Notices, including holiday timetables.
 - f) May apply to the City to vary the type of vehicles and implications to be agreed in writing. May also apply to the City to operate additional trips which are to be compensated.
 - g) May submit a request to the City to operate a trip with a smaller vehicle where passenger demand is less than 50% of the possible passenger kilometre capacity for a legally seated vehicle.
 - h) Vary the type of vehicle used only if the written agreement of the City is obtained. Where the City has scheduled a trip with a vehicle with a lower passenger capacity, the VOC may operate the trip with a vehicle with a higher passenger capacity (provided the vehicle can dock at requested stations and platforms), but trip to be paid at the lower vehicle rate.
 - i) Acknowledge and accept that routes assigned to it are not for its exclusive use.
 - j) Advise the City within 15 minutes in writing (SMS or email or social media) should it become aware of circumstances which have, are or will prevent services from being provided in accordance with the specified routes, schedules and timetables.
 - k) Maintain and submit to the City, on request, records of trips made, trips missed, timetable adherence and other records as requested by Public Transport Operations.
- 2) Do not refuse to convey a person unless the passenger capacity of the vehicle will be exceeded or on grounds of the person being violent, offensive or because of non-payment of fares or failure to adhere to MyCiTi Rules, or on grounds of non-compliance with the NLTA or National Road Traffic Act.
- 3) Operate event services and charter services as instructed by the City through a service notice, in accordance with **Section 3.7**.
- 4) With reference to Operating licenses and other necessary permits
 - a) Obtain such licences and permits and ensure that their validity is maintained.
 - b) Notify the City of any matters relating to the issue and maintenance of the operating licenses and other necessary permits.
 - c) Apply for and obtain operating licenses required due to any change in route or Vehicles as instructed or authorised by the City.

- 5) Receive and act upon instructions from the Control Centre and designated officials as indicated by the City.

11.2 Vehicles

- 1) Responsible for inspecting, servicing ,maintaining and repairing all the Vehicles and keeping the Vehicles in a state of good repair.
- 2) Provide a 24-hour stand-by breakdown service including towing.
- 3) Receive Vehicles allocated to the VOC by the City and inform the City of any defects after inspecting the Vehicles within 7 days.
- 4) In cases where required to procure Vehicles, ensure that such Vehicles are procured in good time and that they conform to City requirements and SABS standards and road traffic legislation.
- 5) Release City-owned Vehicles allocated to another VOC or the City on instruction from the City in accordance with the **Agreement**.
- 6) Only use Vehicles as authorised by the City.
- 7) All pre-check inspections are to be undertaken prior to the Vehicles' departure from depots as per City protocols, and anomalies reported to the City.
- 8) Maintain the Vehicles in accordance with the vehicle supplier's agreements with the City where applicable.
- 9) Arrange for the maintenance of the Vehicles where the required work is not included within the vehicle supplier's maintenance agreement with the City and, on instructions from the City even where this work is included in such maintenance agreement (on the understanding that the VOC can charge the City after conducting such work).
- 10) Repair accident damage caused to the Vehicle and obtained clean bill of health from the vehicle supplier, or another service provider as directed by the City, at or within specified timeframes.
- 11) Act as the City's agent to manage and monitor the City's agreement with its vehicle Supplier where appropriate and report anomalies to the City.
- 12) Record keeping
 - a) Maintain a detailed record of each Vehicle, including all work undertaken on a Vehicle, and make this record available to the City on request. The record should include maintenance and repair work.
 - b) Mark each tyre with a distinctive marking as may be set by way of a MyCiTi protocol and maintain a detailed record regarding each tyre.
- 13) Make all Vehicles available as per MyCiTi protocol for fitment of equipment, maintenance, testing and for inspection and monitoring.
- 14) Display bus fleet numbers and ensure that electronic destination display (EDD) board always displays the correct information.
- 15) Remove Vehicles from service if ordered to do so by the City on reasonable grounds.
- 16) Not place any form of signage on Vehicles except as required or authorised by the City.

11.3 Employees

- 1) Staff employment and training
 - a) Supply sufficient, competent top- and middle-management staff to manage and oversee operations.
 - b) Employ, train as necessary (in agreement with the City), provide and manage sufficient competent support staff as is required to conduct, manage and oversee operations.
 - c) Employ, train as necessary (in agreement with the City), provide and manage sufficient competent operational staff.
 - d) Provide, maintain and update a drivers' pool schedule, of all drivers currently employed by the VOC. Submit this schedule on a monthly basis to the City.
- 2) Employee compliance with MyCiTi Rules and with Road Traffic Act and related legal provisions
 - a) Ensure all employees do not smoke, drink alcohol or take prohibited drugs on any Vehicle or station.
 - b) Ensure that no member of staff commences their duties or remains on Vehicles or other MyCiTi property while under the influence of drugs or alcohol.
 - c) Ensure that drivers obey the rules of the road as laid out in the Road Traffic Act.
 - d) Ensure that no driver drives a Vehicle if he does not have a valid license or public road drivers permit (PRDP).
 - e) Drivers are to carry the required licence and PRDP and produce it for inspection to any authorised official of the City.
 - f) Investigate and, if necessary, discipline any staff member found to have failed in their duties or who has contravened the MyCiTi rules.
 - g) Ensure that, when on duty, all staff wear the specified uniform, including name tags, as per the prescribed contractual standards.
 - h) Submit the actual staff duty timesheets on request to the City on a monthly basis within three days of the end of the month.
- 3) All staff members must comply with protocols as issued from time to time by the City, and the VOC must ensure that all relevant staff are briefed / trained in compliance with the contract and protocols.
- 4) Without detracting from the generality of the obligations, the VOC shall ensure compliance with:
 - a) SARPBAC and any other relevant bargaining council agreements applicable to it and shall provide the City with an annual certificate evidencing such compliance. The City shall be entitled to require such additional or supporting information as it may require from the VOC in order to verify such compliance;
 - b) the provisions of the Occupational Health and Safety Act, Act 85 of 1993 ("OHSA") including all regulations and safety standards promulgated thereunder.
 - c) Prior to the Commencement Date, the VOC shall ensure that the City is placed in possession of a schedule detailing the following information in respect of all personnel:
 - Name, Surname and Identity Number;
 - Position or Post and Category
 - Applicable Bargaining Council.

11.4 Insurance

- 1) Process insurance claims related to Vehicles as per the designated procedure and pay all insurance excess payments (except as explicitly allocated to the City).

- 2) Effect and maintain at own expense public liability insurance, all risks insurance, supplementary insurance and full comprehensive vehicle insurance regarding Operator vehicles, and the VOC's own operations and depots, other than risks for which the City has provided insurance – see **Appendix H**.

11.5 Passenger information and customer services

- 1) Inform the City of any omissions, damage and mistakes regarding signage on all Vehicles and in other places relevant to MyCiTi services.
- 2) Make every effort to always assist passengers. Inform all customers of the formal comment / complaint procedures via the TIC.
- 3) Participate in passenger liaison processes established by the City and reply to complaints forwarded by the City within seven days.
- 4) Log all customer complaints and requests for information with the TIC within 24 hours.
- 5) Staff responsibilities
 - a) Ensure that all staff whose duties may bring them into contact with the public receive appropriate training (in agreement with the City), which should ensure how to interact with passengers with special needs and are competent in customer care.
 - b) Ensure that staff members whose duties may bring them into contact with the public have a good understanding of operations, in order to be able to inform customers. This includes knowledge of timetables, routes, fares and the MyCiTi rules.
 - c) Ensure that all staff members adhere to the required customer service levels, which include courtesy, respect, helpfulness and politeness.
- 6) Place and care for passenger information provided to it by the City for display on Vehicles, stations and stops.
- 7) Participate in passenger liaison processes established by the City and attend meetings as necessary.
- 8) Collect, record and administer lost property, handing such lost property over to the City who will operate the general MyCiTi lost property office, according to the relevant protocols issued by the City.

11.6 Depot and staffing

- 1) Provision of depot facilities
 - a) The City will provide depot facilities, referred to as City depots, to VOCs, as indicated in **Section 5.3**. The City will provide these facilities through a lease with the relevant VOCs.
- 2) Staging areas
 - a) The City will provide staging areas, referred to as City staging areas, as specified in **Section 5.3**.
 - b) Any addition staging areas, as proposed by a VOC, are to be provided by and at the cost of the relevant VOC, subject to the City's approval.
- 3) Regarding City depots and staging areas:
 - a) Control access to City depots and staging areas, allowing access to City-authorized parties.
 - b) Be responsible for operational health and safety at City depots and staging areas.
 - c) Report any damage to or maintenance requirements at MyCiTi depots and staging areas to the City.
 - d) Be responsible for the fit-out, maintenance and replacement of all FF&E and tools required.
 - e) Be responsible for the maintenance of all fixed plant equipment used for the operation of Vehicles, and replacement thereof on instruction by the City.

- f) Maintenance of MyCiTi depots and staging areas will be undertaken by the City.
- 4) Appoint and deploy staff with appropriate experience, qualifications, and expertise, at depots and staging areas, to support the vehicle operations and be responsible for all depot operations including fuel, security, cleaning and vehicle despatching.
- 5) Ensure that 10 days of fuel supply and any required additives for all services are available at the depots (or another location authorised by the City) at all times.

11.7 Station management

- 1) See **Section 5.1.3**.

11.8 AFC system

- 1) Responsibilities regarding the AFC system are mainly assigned to others, see **Section 4**.
- 2) Whenever the City or its contractors need to install, remove or maintain equipment in Vehicles (including Operator vehicles), VOC must make available such Vehicle.
- 3) The VOC is responsible for access control onto Vehicles via left-hand stops. It must fulfil this obligation, as set out in protocols, through its drivers, except where passengers aboard the Vehicle from a station.
- 4) Where the electronic access control equipment and system forming part of the AFC system fail, the VOC shall fulfil obligations as set out in MyCiTi protocols.
- 5) The VOC will be responsible for the damage, theft or vandalism of any AFC or ITS equipment on the Vehicles, regardless of who seemed to have caused it.

11.9 Monitoring, reporting and records

- 1) Obtain (if not accredited yet) and thereafter maintain ISO9001-accreditation for the duration of the contract – see **Section 9.2**.
- 2) Monitor its own performance and report to the City using specified templates as set by way of MyCiTi protocols. Performance monitoring is to include, inter alia, reliability, punctuality, driver quality, vehicle availability; vehicle quality safety, revenue protection, passenger satisfaction and contract compliance.
- 3) Allow any penalties charged in terms of the contract to be deducted from any payment due.
- 4) Attend regular and ad hoc meetings called by the City including separate meetings for vehicles, operations, safety and security and quality assurance matters.
- 5) Submit information and replies requested by the City via formal letter on a letterhead within seven days.
- 6) Report any accident in which persons have been injured (including minor injuries) or killed or damage to property experienced to the City within 15mins (SMS, email or social media messaging) with a full accident report in writing being submitted within 24 hours. All vehicle accidents are to be reported to SAPS within 24 hours.
- 7) The VOC shall record and plan its own maintenance-related work and shall report compliance-related information by itself and others (such as failure of equipment maintained by others on the Vehicles allocated or provided by the VOC), as directed by the City by way of a Protocol. The VOCs shall do so

using the Maintenance Management Software / Information Management Software provided by the Control Centre for use across all Services of the MyCiTi operation, at the estimated once-off cost per licence (workstation) of R1 500, to be paid for by the VOC.

11.10 Inspection of VOCs' vehicles and premises, and related investigations

- 1) Acknowledge that the City may inspect the VOCs' premises, facilities and the Vehicles and that the VOC will give full cooperation in respect of such inspections.
- 2) Ensure that each sub-contractor to the VOC permits the City to inspect their premises and facilities and Vehicles and gives the City full co-operation.
- 3) Bear the costs of inspections and investigations if the VOC provides materially inaccurate information or fails to prove required information that results in additional or extended inspections and investigations.
- 4) The VOC to provide all reasonable assistance to investigations and provide information within reasonable timescales.

11.11 Basis of payment

- 1) Fixed cost, vehicle related costs, driver related costs and kilometre rates etc, as per the Pricing Schedule, cover all VOCs' obligations and constitute full payment for services rendered.
- 2) The VOC will have no additional claims against the City if it later concludes that any of the rates are too low or do not cater for all costs of rendering the services, except where agreed to in writing and signed by authorised representatives of both parties.

11.12 Image and Marketing

- 1) Participate in agreed marketing programmes and initiate and conduct them as directed by the City.
- 2) All communication, correspondence and interaction with role players, where it relates to the City, shall be done in consultation with the City and under the banner of MyCiTi.

11.13 General Contractual obligations

- 1) Comply with all protocols issued by the City, provided that such protocols do not contradict explicit contractual provisions, in which case the VOC needs to inform the City of the reason for non-compliance and refer to the contractual provision within 24 hours of having received the protocol.
- 2) At all times comply with instructions from designated representatives of the City, so long as these instructions are issued in compliance with the contractual procedures and comply with the terms of the contract, and if it did not to report such to the Director; Transport Services.
- 3) Binding the City:
 - a) Refrain from binding the City contractually to any other party.
 - b) Refrain from ceding its rights or delegating its obligations to another without prior written consent of Public Transport Operations.
 - c) May only subcontract services with the City's written consent.
- 4) Obtain prior written approval of the City for any changes in ownership or control.

- 5) Provide a statement of financial position certified by its directors within seven days if the City or the VOC believes the solvency of the VOC is in doubt.
- 6) Refrain from holding the City liable for claims arising from incorrect estimates made by the VOC based on incorrect data or statistics supplied by the City – other than those set out in the contract.
- 7) Make all formal requests to the City in writing, following the steps as set out in the contract.
- 8) Note that all monthly payments to the VOC are not subject to VAT but that VAT is payable by the VOC wherever so provided in the applicable VAT legislation.
- 9) Conduct business in full compliance with all relevant legislation, including labour legislation.
- 10) Submit contract management plans, business plans and operational reports as required by the City and within one month of such request being made.
- 11) Give its full support and co-operation in effecting the transition of services to another Operator for a subsequent contract.

12 SUMMARY OF CONTRACTING PARAMETERS

This section focuses on the contracting parameters that form the basis of the contract requirements for Phase 1 Stage 2. Please note that this is a summary and does not limit the VOCs responsibilities and obligations as stated elsewhere in the Phase 1 Stage 2 Tender, its annexures, the Agreement and these Operational Specifications.

12.1 Number of VOCs and area of operation

The City reserves the right to award any contract area to any tenderer, or more than one contract area to a tenderer, at its sole discretion. In addition, the City will be permitted to instruct a VOC to operate outside of these areas, for more optimised services or for the expansion of services.

12.2 Contract duration for tendered vehicle operating contracts

The contract duration of any Section 42-type tendered contract will be for a 7-year period, as per the NLTA. The anticipated Service Commencement Date of the new tendered services is 1 November 2025 (subject to the final award of the tender and execution of the Agreement), to avoid a disruption in the current service, subject to all City statutory and all regulatory requirements being met.

12.3 Transition of services

To ensure uninterrupted service, a smooth transition from the Phase 1A VOC to the Phase 1 Stage 2 VOC (if they are not the same company) is essential. This means that a transition period of up to six months will be necessary. During this time, the VOC will need to familiarise themselves with the current systems and processes and make any necessary changes to ensure a seamless transition.

The VOC will be fully responsible for ensuring a smooth operational transition from the Phase 1A VOC to the Phase 1 Stage 2 VOC. The City will facilitate this process by instructing the Phase 1A VOCs to assist with this transition process.

The transition of operations is connected to various key elements, including Vehicles, Depots and/or Staging Areas and staff, which are described in detail below.

12.3.1 Vehicles

The City intends to make the Vehicles available from each current contracted area for purposes of inspection by tenderers. The location and time of the inspection will be provided in due course. The inspection is likely to be scheduled on a weekend to avoid any disruption to the regular service. **Section 6** discusses the fleet specifications, and the bus condition reports are available in **Appendix F**.

The newly appointed VOC will assume complete responsibility for the Vehicles, including maintenance starting from the service commencement date. During the transition period, the current Phase 1A VOC may continue to operate the Vehicles until the transfer of operations is completed. The confirmation of this arrangement will be made after the contracts are awarded, and subject to all statutory and regulatory requirements that will include, but not be limited to, the granting of use rights under the Municipal Finance Management Act, and applicable laws, and the associated regulations.

12.3.2 Depots and equipment

The location and time of the site inspections of the depots will be provided in due course. The inspection is likely to be scheduled on a weekend to avoid any disruption to the regular service. Inspections may have to be via a virtual tour if access to the depots is problematic.

The depot handover process from the existing VOC to the new VOC is described in **Section 5.4**.

12.3.3 Labour

VOCs must also adhere to the principles and prescripts of labour legislation which would include the Labour Relations Act, the Basic Conditions of Employment Act, and to ensure that there is a seamless transition potentially from one Operator to another Operator.

Compliance with the appropriate legislative and regulatory requirements, including but not limited to labour, shall be imposed on the VOCs to ensure compliance, and additionally ensure VOCs are compliant with the principles of public transport operation services as contemplated under the National Land Transport Act.

12.4 VOC corporate governance

VOCs will be held, as a minimum, to complying with the requirements of the Companies Act , Act 71 of 2008, the Companies Regulations 2011, and any other applicable laws regarding good governance so defined, record keeping and reporting, and should strive toward attaining the standards of the King IV Report. The VOCs will be required to provide quarterly and annual audited financial statements, business plans, and any other information as may be legitimately required by the City to exercise proper oversight.

12.5 Bus ownership

All Vehicles shall be used solely to fulfil the VOC's obligations under the contract. Should the need arise and on instruction from the City, the MyCiTi Vehicles owned by the City may be transferred between VOCs contracted to provide services within this and other phases of MyCiTi. At the end of the contract, City-owned Vehicles will remain the property of the City.

12.6 Procurement of additional vehicles

In the event that the City requires replacement Vehicles for those written-off or additional Vehicles to meet passenger demand, the principle will be to initially "work with what already exists" and redesign service levels. The City may however need to replace/expand their fleet for reasons such as increase in demand, Vehicles reaching the end of their commercial life or due to accident damage, fire or theft. Vehicles required due to increase in demand

Increase in demand, which will be a function of a whole range of factors including the quality of service offered by the VOC, which may manifest itself in more crowded vehicles. To address this, the City will closely monitor the passenger demand levels through the information provided by the AFC system. Should the demand increase above the capacity available with the existing fleet, the City may purchase new Vehicles for the VOC to operate, or the City may instruct the VOC to increase the fleet.

12.6.1 Vehicles approaching the end of their commercial life

It is possible that the fleet of a given vehicle type may need to be replaced during the period of the contract if they operate greater number of kilometres than their estimated commercial life.

On the assumption of commercial life of one million kilometres per 9m vehicle and 1.6 million kilometres per 12m and 18m vehicles, when the average distance that vehicles have travelled across the VOC's fleet of that type of vehicle reaches 900 000 kms or 1.5 million kms respectively, the VOC must notify the City hereof (or such other odometer basis that the City may communicate to the VOC during the subsistence of the Contract).

12.6.2 Vehicles replaced due to accident damage, fire or theft

Although the City will be responsible for vehicle insurance for City owned vehicles, the VOCs carry the risks regarding such vehicles as set out in **Section 7**. The City may instruct the VOC to replace a City vehicle that has been stolen or scrapped due to fire or accident damaged.

12.6.3 Capital repayment costs

The capital repayment costs refer to capital costs of vehicle procurement and related financing costs if VOCs directly procure the vehicles. In the event this occurs, the number of payments will be limited to the tenure of

the underlying vehicle finance up to the maximum of the contract term ensuring that the City's obligations are limited to the portion of the vehicles' commercial life covered by such contract. There should be no mark-up added to this rate, as it is linked directly to the underlying cost to the VOC and is protected from reductions during force majeure and other reductions in services. The capital repayment cost is all inclusive and will also include vehicle insurance and new livery.

12.7 Depots

The depots will be owned by the City and will be supplied with major fixed infrastructure such as buildings, parking areas, maintenance pits, wash bays, fuel tanks, fencing and service connections. The depots are described in more detail in **Section 5.3**.

Depots are designed primarily for staging, cleaning, fuelling and maintenance of the 18m, 12m and 9m vehicles. They should be sufficient in size for the staging and cleaning of the small fleet of 6/7m vehicles of similar should the VOC be requested to procure and operate such vehicles, or the City procures such vehicles for the Operator's use.

These depots will be made available at no cost to the VOC other than that the VOC will be responsible for the day-to-day maintenance of operations specific equipment, cleaning of the depot and for the supply of all the required staff, security and equipment, such as tooling and office equipment. Payment for services such as water, electricity, sewerage, refuse removal will be the responsibility of the VOC. Maintenance of the depot fixed assets will be the responsibility of the City.

Apart from what may already be at the Depot which will be provided to the VOC as per an asset registered to be signed by the Operator, all other equipment, furniture, maintenance tools and other costs associated with outfitting the depots will be borne by the VOC.

The City remains responsible for the insurance of the infrastructure it provides, and the VOC is responsible for excess payments regarding any claims (other than regarding Acts of God, or SASRIA claims) and for the insurance of all its own equipment and other assets.

12.8 Basis of Payment to the VOCs

The VOCs will be paid every month by the City based on the rates cost item multiplied by the monthly quantities per item as described below and per the Price Schedule, less the penalties incurred (see **Section 9**), and which shall be further provided for in the Contract.

The basis of payment to the VOC is provided for in the Price Schedule and further provided for in the Agreement.

12.9 Contract price adjustment

All rates, as per Price Schedule, will be adjusted monthly, based on a basket of escalation factors and weightings, an example of which is indicated below and shown in Error! Reference source not found. of the Agreement:

$$\text{Adjustment} = 29\% \text{ of SARPAC index} \times (\text{current month indices}) / (\text{base month indices}) + \\ 22\% \text{ of CPI (Non SARPAC staff)} \times (\text{current month indices}) / (\text{base month indices}) + \\ 46\% \text{ of CPI (Other)} \times (\text{current month indices}) / (\text{base month indices})$$

12.10 Planned and guaranteed kms

The City has determined an initial projected number of planned kilometres for each contract area in the price schedule. This is an indicative allocation for the purposes of pricing and the actual kilometres operated will be at the discretion of the City. **No guaranteed kilometre provision will be made in the Contract.**

12.11 On-going operations optimisation

The City will undertake ongoing processes to improve efficiencies of MyCiTi services through moderation and optimisation exercises. This involves the continued improvement of efficiencies, whether to improve services to attract more passengers in a manner that does not disproportionately increase costs or to reduce services not justified by demand. Both are aimed at improving cost recovery from fares or other system income. Moderation is a subcategory of optimisation involving the balancing between service supply and passenger demand - this is usually conducted within six to eight months of the commencement of initial services when the service and passenger demand has stabilised. The outcome is used to rationalise services and balance supply with passenger demand.

12.12 Monitoring and control

The City reserves the right to overrule VOC operational management of Vehicles and to give instructions regarding the operational control of such Vehicles. The City will continuously monitor Vehicles and bus operations using an Intermodal Transport Control (ITC) system or similar tools. This function or parts thereof may be outsourced to a third party at the City's discretion.

At the sole discretion of the City, VOCs may be allowed to be present in the Control Centre to observe operations and be on hand to reduce the response time in case of an incident. VOCs may be provided with a live feed by the Control Centre on a 'client' non-controlling basis. In order to observe the tracking of the Vehicles, VOCs may be allowed to operate their own dispatch offices and to have a satellite control centre under the auspices of the Control Centre.

12.13 Breach of contract

The Contract with the VOC will set out a range of steps required in case of breach of contract, and which is provided for in the Agreement.

12.14 Performance security / guarantee

The performance guarantee is required to insulate the City from the financial risks of having to replace the Operator with a new Operator in the case of a material breach of contract by a VOC, despite the entity having followed the steps as set out in the contract to ensure remedy of the breach. VOCs will be required to secure and provide the City with an irrevocable performance guarantee of R40 million, and which is further provided for in the Agreement.

12.15 Industrial relations

Industrial action by VOC employees represents a considerable risk to the MyCiTi service and regular legal and illegal strikes have resulted in significant decreases in passenger numbers (and revenue) that have never fully been recovered. The Agreement will impose greater penalties on VOCs insofar as those strikes that are specific to the MyCiTi service and to a lesser extent for those not part of wider industrial action over which VOC management had no influence.

12.16 Responsibility for managing AFC and ITS equipment

Fare collection or the management of fares is not the responsibility of the VOCs and will be separately contracted to independent companies. VOCs may not have shareholding or any other interests in such companies. The VOCs will not be responsible for the supply, procurement, upgrading or servicing of the on-board Fare Payment and ITS units. However, VOCs will have specific obligations (See **Section 11**) with respect to the operation and safe use of the equipment which will be specified in the contract.

APPENDICES

Appendix A Route descriptions and maps

A.1 Route descriptions

VOC	Service Type	Route No.	Route Title	Route Description
Area B	MyCiTi Trunk	T04	Dunoon - Omuramba - Century City	Stables Turnaround stop, continue Stables Way south, right Potsdam Road, Killarney Station, continue Potsdam Road, Potsdam Station, continue Koeberg Road, Refinery Station, continue Koeberg Road, Montague Gardens Station, continue Koeberg Road, Turf Club Station, continue Koeberg Road, left Racecourse Road, Omurumba Station, u-turn, continue Racecourse Road West, right Koeberg Road, Gousblom stop, continue Koeberg Road, Crassula stop, continue Koeberg Road, Zastron stop, left into Bosmansdam Road, Corsair stop, continue Bosmansdam Road East, Democracy South stop, continue Bosmansdam Road East, right Ratanga Road, Sanddrift Station, continue Ratanga Road, left Century Link, right Century Way, Century City Public Transport Terminus.
Areas A & B	MyCiTi Trunk	T03	Atlantis - Table View - Century City	Atlantis Station, continue Reygersdal Drive east, right Charel Uys Drive, left Dassenbeg Road, left West Coast Road, right Melkbosstrand Road, continue Otto Du Plessis Drive, Melkbosstrand Station, left Birkenhead Drive, right West Coast Road, left Blaauwberg Road, Table view Station, continue Blaauwberg Road east, u-turn, continue Blaauwberg Road west, left Marine Drive, left Racecourse Road, right Omuramba Road, continue Ratanga Road, left Century Link, right Century Way, Century City Public Transport Terminus
Area A	MyCiTi Trunk	T02	Atlantis - Table View - Civic Centre	Atlantis Station, continue Reygersdal Drive west, left Dassenbeg Road, left West Coast Road, right Melkbosstrand Road, continue Otto Du Plessis Drive, Melkbosstrand Station, left Birkenhead Drive, right West Coast Road, left Blaauwberg Road, Table view Station, continue Blaauwberg Road east, u-turn, continue Blaauwberg Road west, left Marine Drive, left Milner Street, continue Paarden Eiland busway, continue Culemborg bus lane, continue Hertzog Boulevard, Civic Centre Station
Areas B & C	MyCiTi Trunk	T01	Du Noon - Table View - Civic Centre - Waterfront	Usasaza Station, continue Potsdam Road south, right Blaauwberg Road, Table view Station, continue Blaauwberg Road, left Marine Drive, left Milner Street, continue Paarden Eiland busway, continue Culemborg bus lane, continue Hertzog Boulevard, Civic Centre Station, continue Hertzog Boulevard, left Heerengracht, right Hans Strijdom Avenue, continue Western Boulevard, right Granger Bay Boulevard, right Granger Bay Road, left Breakwater Boulevard, Waterfront Station
Area B	MyCiTi Direct	D08	Du Noon - Montague Gardens - Century City	Usasaza Station, continue Potsdam Road south, continue Koeberg Road, left Montague Drive, exit Century Avenue, continue Century Avenue, left Century Boulevard, continue Century Boulevard, 3rd Exit (right) Century Way, left Century City Station
Area C	MyCiTi Direct	D05	Du Noon - Parklands - Table View - Civic Centre	Usasaza Station, continue Potsdam Road north, left Malibongwe Drive, continue Sandown Road, left Parklands Main Road, continue Parklands Main Road, continue Raats Drive, right Blaauwberg Road, left West Coast Road, continue Marine Drive, left Milner Street, continue Paarden Eiland busway, continue Culemborg bus lane, continue Hertzog Boulevard, Civic Centre Station
Area B	MyCiTi Feeder	214BC	Table View - Melkbosstrand - Duynfontein	Table View Station, continue Blaauwberg Road, right Otto Du Plessis Drive, left Sir David Baird Drive, left to stop at Big Bay parking area, right to Sir David Baird Drive, left Sir David Baird Drive, left Otto Du Plessis Drive, continue Otto Du Plessis Drive, continue Melkbosstrand Road, left Melkbosstrand Drive, U-turn, right Melkbosstrand Road, right Otto du Plessis Drive, left Charles Hoffe Avenue, right Dunker Street, left Otto Du Plessis Drive, continue Narcissus Avenue, left Napoleon Avenue, right Napoleon Avenue, left Atlantic Avenue, right Otto Du Plessis Drive, left Dunker Street, left Charles Hoffe Avenue, right Otto Du Plessis Drive, left Melkbosstrand Road, left Melkbosstrand Drive, U-turn, right Melkbosstrand Road, continue Otto du Plessis Drive, right Big Bay Boulevard, right to stop at Big Bay parking area, right Sir David Baird Drive, right Otto du Plessis Drive, left Blaauwberg Road, Table View Station.
Area B	MyCiTi Feeder	214A	Parklands- Table View - Marine Circle	Usasaza Station, continue Potsdam Road north, left Malibongwe Drive, continue Sandown Road, left Discovery Drive, right Apollo Street, right Polaris Street, right Hawking Street, left Discovery Drive, left Sandown Road, left Parklands Main Road, left Station Road, right Dartford Drive, left Walworth Road, right Koeberg Road, left Parklands Main Road, continue Raats Drive, right Blaauwberg Road, u-turn at Marine Drive traffic circle
Area B	MyCiTi Feeder	262	Summer Greens - Century City - Woodbridge Island	Victoria Drive, continue Summer Greens Drive, left Century Avenue, continue Century Avenue, right Century Boulevard, continue Montague Drive, left Bosmansdam Road, left Koeberg Road, right Loxton Road
Area B & C	MyCiTi Feeder	261	Century City Rail - Omuramba - Salt River - Adderley	Sable Road, continue Ratanga Road, right Century Boulevard, left Century Way, left Service Lane, Century City Station, right Century Way, left Century Boulevard, right Century Avenue, continue Montague Drive, left Racecourse Road, left Koeberg Road, continue M5, exit Koeberg Road, right Voortrekker Road, exit Albert Road at Salt River Circle, continue Newmarket Street, right Adderley Street, continue Heerengracht Street, u-turn at Coen Steytler Roundabout.

VOC	Service Type	Route No.	Route Title	Route Description
Area B	MyCiTi Feeder	260	Summer Greens - Woodbridge Island	Victoria Drive, continue Summer Greens Drive, left Century Avenue, u-turn at roundabout to Century Avenue, continue Montague Drive, left Bosmansdam Road, left Koeberg Road, right Loxton Road
Area A	MyCiTi Feeder	237	Atlantis-Robinvale	Atlantis Station, continue Reygersdal Drive south, left Meermin Road, continue Wesfleur Circle, right Sampson Road, right Curlew Street, left Starling Road, left Fiskaal Street, right Curlew Street, left Sampson Road, left Wesfleur Circle, continue Meermin Road, right Reygersdal Drive, Atlantis Station
Area A	MyCiTi Feeder	236	Atlantis - Sherwood	Atlantis Station, continue Reygersdal Drive west, right Arion Drive, left Anna Avenue, right Brutus Avenue, continue Sherwood Road, left Newlands Road, turn right onto Knysna Road, continue on Sherwood Road, continue Brutus Avenue, left Anna Avenue, right Arion Drive, left Reygersdal Drive, Atlantis Station
Area A	MyCiTi Feeder	235	Atlantis - Pella	Atlantis Station, continue Reygersdal Drive west, right Arion Drive, left Charel Uys Drive, right Pella Road, left Pella Road, Pella Terminus
Area A	MyCiTi Feeder	234	Atlantis - Mamre	Atlantis - Mamre --- Atlantis Station, continue Reygersdal Drive west, right Arion Drive, left Charel Uys Drive, continue Dassenberg Road, left Silverstream Road, right Poiet Street, continue Lord Somerset Street, left Main Road, left Enon Street, left Crown Lane, left Palm Lane, left Paradise Lane, continue Seemeeu Street, right Sand Street, right Goedverwacht Street, right Main Road, right Lord Somerset Street, continue Poiet Street, left Silverstream Road, right Dassenberg Road, continue Charel Uys Drive, right Arion Drive, left Reygersdal Drive, Atlantis Station.
Area A	MyCiTi Feeder	246	Atlantis - Mamre	Mamre - Frans - Atlantis --- Forward: Atlantis Station, Southbound on Reygersdal Drive, left Meerim Road, right Sampson Road, left Antrium Street, right Castlehill Circle, left Montreal Drive, right Mamre Road, continue northbound on Charel Uys Road, left Main Road, right Frans Street, Frans Stop. Return: Frans Stop, Northbound on Frans Street, left Main Road, right Dassenberg Drive, left Montreal Drive, continue Southbound on Montreal Drive, right Castlehill Circle, left Antrium Street, right Sampson Road, left Meerim Road, right Reygersdal Drive, Atlantis Station
Area A	MyCiTi Feeder	233	Atlantis-Saxonsea	Drive west, right Grosvenor Avenue, left Hermes Avenue, right Kent Crescent, left Hermes Avenue, right Grosvenor Avenue, left Reygersdal Drive, Atlantis Station
Area A	MyCiTi Feeder	232	Atlantis - Avondale - Protea Park - Atlantis Industria West	Atlantis Station, continue Reygersdal Drive south, right Meermin Road, right Palmer Avenue, left Grosvenor Avenue, continue Gardenia Street, right Kerria Avenue, left Charel Uys Drive, right Christopher Starke Street, left Tom Henshilwood Street, right Neil Hare Road, left Charel Uys Drive, right Johan van Niekerk Street to Charles Matthews stop, left Charles Mathews Street, left Juan Hampshire Place (turn-around), right Charles Mathews, right Johan van Niekerk Street.
Area A	MyCiTi Feeder	231	Atlantis - Atlantis Industria East	Atlantis Station, continue Reygersdal Drive south, right Charel Uys Drive, left Neil Hare Road, right Louwtjie Rothman to Louwtjie Rothman terminus
Area B	MyCiTi Feeder	223	Sunningdale - West Beach - Table View - Sunningdale	Blaauwberg Hospital, left Sunningdale Drive, left Tryall Road, continue Sandown Road, right Warwick Road, left Drummond Road, left Stirling Road, left Watsonia Road, right Viola Road, left Marine Circle, left Blaauwberg Road, left Raats Drive, continue Parklands Main Road, left Link Road, right Garden Drive, right Sunningdale Drive, left Waterville Street.
Area B	MyCiTi Feeder	216	Sunningdale - Wood Drive - Wood	Blaauwberg Hospital, right Sunningdale Drive, left Humewood Drive, left Ringwood Drive, right Wood Drive, left Blaauwberg Road, Wood Station
Area B	MyCiTi Feeder	215	Sunningdale - Gie Road - Wood	Blaauwberg Hospital, right Sunningdale Drive, left Sandown Road, left Wood Drive, u-turn at circle, Parklands Secondary, continue Wood Drive, left Sandown Road, right Gie Road, left Cross Road, left Circle Road, right Merlot Avenue, left Wood Drive, left Blaauwberg Road, Wood Station
Area B	MyCiTi Feeder	213	West Beach - Table View - Sunningdale	Blaauwberg Hospital, continue Waterville Street east, right Sunningdale Drive, right Garden Drive, left Link Road, left Parklands Main Road, continue Raats Drive, right Blaauwberg Road, Table View Station, continue Blaauwberg Road west, right Marine Circle, right Viola Road, left Watsonia Road, right Stirling Road, right Drummond Road, right Warwick Road, left Sandown Road, continue Tryall Road, right Sunningdale Drive, right Waterville Street, Blaauwberg Hospital
Area C	MyCiTi Trunk	A01	Airport - Civic Centre	Airport Terminal, continue Airport Approach Road, continue N2, left Nelson Mandela Boulevard, continue Hertzog Boulevard, u-turn on busway, continue Hertzog Boulevard, Civic Centre Station
Area C	MyCiTi Feeder	113	Upper Kloof Street - Adderley - Waterfront	Waterfront Station, Breakwater Boulevard, left Dock Road, right Portswood Road, left Helen Suzman Boulevard, right Adderley Street, left Strand Street, right Lower Plein Street, right Darling Street, left Adderley Street, continue Wale Street, left Long Street, continue Kloof Street, right Bellevue Street, right Kew Road, right Constantia Road, right Firdale Avenue, left Kloof Street, left Buitensingel Street, right Loop Street, right Wale Street, continue Adderley Street, right Darling Street, left Lower Plein Street, left Strand Street, right Adderley Street, left Hans Strijdom Avenue, continue Helen Suzman

VOC	Service Type	Route No.	Route Title	Route Description
				Boulevard, right Portswood Road, left Dock Road, right Breakwater Boulevard, Waterfront Station.
Area C	MyCiTi Feeder	111	Vredehoek - Gardens - Civic Centre	Wexford stop, left St James Street, left Derry Street, right Freesia Avenue, left Gardenia, right Upper Mill Street, right Clive Street, left Mill Street, slight left Upper Mill Street, right Buitenkant Street, left Darling Street, right Lower Plein Street, left Strand Street, right Adderley Street, continue Heerengracht Street, right Hertzog Boulevard, Civic Center Station.
Area C	MyCiTi Feeder	109	Hout Bay-Imizamo Yethu-Sea Point-Adderley	Hout Bay terminus, left The Promenade, left Main Road, continue to Imizamo Yethu, right Hector Petersen Ave, right to Hector Petersen terminus, left Hector Petersen Ave, left Main Road, right Victoria Road towards Camps Bay, continue towards Sea Point, left Queens Road, right Regent Street, left Solomons Road, left Beach Road, Queens Beach Station, left Queens Road via Queens Beach Circle, left Regent Street, continue Main Road, continue Somerset Road, continue Riebeek Street, left Adderley Street, Adderley Station
Area C	MyCiTi Feeder	108	Hangberg-Sea Point-Adderley	Hangberg stop, continue Karbonkel Road east, left Atlantic Skipper Road, left Harbour Road, left Victoria Avenue, continue Victoria Road through Camps Bay, left Queens Road, right Regent Street, continue Main Road, continue Somerset Road, continue Riebeek Street, left Adderley Street, Adderley Station.
Area C	MyCiTi Feeder	107	Civic Centre-Camps Bay (anti-clockwise)	Civic Centre Station, u-turn on busway, continue Hertzog Boulevard west, left Heerengracht, continue Adderley Street, right Wale Street, left Long Street, continue Kloof Street, right Kloof Nek Road, left Kloof Nek Road, continue Camps Bay Drive, right Geneva Drive, right Tree Road, continue Argyle Street, left Victoria Road, left Camps Bay Drive, continue Kloof Nek Road, right Kloof Nek Road, left Kloof Street, left Buitensingel, right Loop Street, right Wale Street, left Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station.
Area C	MyCiTi Feeder	106	Civic Centre-Camps Bay (clockwise)	Civic Centre Station, u-turn on busway, continue Hertzog Boulevard west, left Heerengracht, continue Adderley Street, right Wale Street, left Long Street, continue Kloof Street, right Kloof Nek Road, left Kloof Nek Road, continue Camps Bay Drive, left Prima Avenue, continue Platteklip Plein, right Ravensteyn Road, left Camps Bay Drive, left Fiskaal Road, continue Chas Booth Avenue, right Rontree Avenue, left Camps Bay Drive, right Victoria Road, right Argyle Street, continue Tree Road, left Geneva Drive, left Camps Bay Drive, continue Kloof Nek Road, right Kloof Nek Road, left Kloof Street, left Buitensingel, right Loop Street, right Wale Street, left Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station.
Area C	MyCiTi Feeder	105	Sea Point - Fresnaye Civic Centre	Queens Beach Station, continue Beach Road, left Queens Road via Queens Beach circle, left Kloof Road, right Avenue Disandt, left High Level Road, continue Strand Street, left Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station
Area C	MyCiTi Feeder	104	Sea Point - Waterfront - Civic Centre	Queens Beach Station, continue Beach Road to Mouille Point, left Beach Road, left Granger Bay Boulevard, right Granger Bay Road, left Breakwater Boulevard, Waterfront, u-turn at circle, continue Breakwater Boulevard, left Port Road, right Dock Road, left South Arm Road, u-turn at circle, continue South Arm Road south, continue Walter Sisulu Avenue, left Heerengracht, right Table Bay Boulevard, right D F Malan Street, left Hertzog Boulevard, Civic Centre
Area C	MyCiTi Feeder	103	Oranjezicht - Gardens - Civic Centre	Civic Centre Station, continue Hertzog Boulevard, left Heerengracht, continue Adderley Street, left Darling Street, right Buitenkant Street, left Mill Street, Gardens Station, right Maynard Street, right Mill Street, continue Mill Street, left Upper Orange Street, right Montrose Avenue, right Molteno Road, left Rayden Street, left Hof Street, right Kloof Street, right Camp Street, left Upper Orange Street, right Annandale Road, continue Mill Street, left Mill Street off ramp, Gardens Station, right Maynard Street, right Mill Street, right Buitenkant Street, left Darling Street, right Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station
Area C	MyCiTi Feeder	102	Salt River Rail Station - Walmer Estate - Civic Centre	Salt River Station, continue Foundry Road, exit Voortrekker Road, continue Salt River Road via Salt River circle, right Victoria Road, left Roodebloem Road, continue Upper Roodebloem Road, right Rhodes Avenue, right Upper Mountain Road, left Chester Road, continue Keizersgracht, continue Darling Street, right Adderley Street, continue Heerengracht, right Hertzog Boulevard, Civic Centre Station
Area C	MyCiTi Feeder	101	Vredehoek - Gardens - Civic Centre	Civic Centre Station, u-turn on busway, continue Hertzog Boulevard, right D F Malan Street, left Table Bay Boulevard, left Heerengracht, right Walter Sisulu Avenue, left Lower Long Street, continue Long Street, left Orange Street, continue Annandale Road, continue Mill Street, left Mill Street off ramp, Gardens Station, right Maynard Street, right Mill Street, left Upper Buitenkant Street, continue Highlands Avenue, left Exner Avenue, right Davenport Road, left St James Street, left Derry Street, right Noordelik Avenue, left Gardenia Avenue, right Derry Street, continue Upper Mill Street, continue Mill Street, Gardens Station, Continue Mill Street, continue Annandale Road, continue Orange Street, continue Buitensingel, right Loop Street, continue Lower Long Street, right Walter Sisulu Avenue, left Heerengracht, right Table Bay Boulevard, right D F Malan Street, left Hertzog Boulevard, Civic Centre Station

A.2 Route maps

Refer to separate **Appendix A2** document on flash drive attached.

Appendix B Operational Specifications and timetables

B.1 Route operational specifications – Contract Area A

Route code	Previous VOC	Route type	Description	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Peak fleet required (excl. spares)	Avg kms per month	Depot
T02	TBRT	Trunk	Atlantis-Table View-Civic	0	0	0	15	9	0	24	91 780	Atlantis
T03-1	KID	Trunk	Atlantis-Table View-Century City	0	0	0	12	7	0	19	208 968	Atlantis
				27			16			43	300 748	
Route code	Previous VOC	Route type	Description	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Peak fleet required (excl. spares)	Avg kms per month	Depot
231	KID	Feeder	Atlantis-Atlantis Industria East	0	0	0	0	0	2	2	17 205	Atlantis
232 & 244	TBRT	Feeder	Industria West - Protea Park - Avondale - Atlantis	0	0	0	0	0	5	5	27 763	Atlantis
233 & 245	TBRT	Feeder	Saxonsea - Goede Hoop - Atlantis	0	0	0	0	0	3	3	11 897	Atlantis
234	TBRT	Feeder	Mamre - Atlantis	0	0	0	0	0	2	2	17 270	Atlantis
235	KID	Feeder	Pella - Atlantis	0	0	0	0	0	1	1	12 479	Atlantis
236	TBRT	Feeder	Sherwood - Atlantis	0	0	0	0	0	2	2	12 306	Atlantis
237	TBRT	Feeder	Robinvale - Atlantis	0	0	0	0	0	1	1	8 366	Atlantis
246	TBRT	Feeder	Atlantis Mamre - Frans	0	0	0	0	0	0	0	20 895	Atlantis
									16	16	128 181	

B.2 Route operational specifications – Contract Area B

Route code	Previous VOC	Route type	Description	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Peak fleet required (excl. spares)	Avg kms per month	Depot
T01-2	KID	Trunk	Du Noon - Table View - Civic - Waterfront	0	11	0	0	0	0	11	66 334	Stables
T01-3.1	TBRT	Trunk	Du Noon - Table View - Civic - Waterfront	1	8	0	0	2	0	11	58 820	Stables
T03-2	KID	Trunk	Atlantis-Table View-Century City	0	0	0	0	9	0	9	98 985	Stables
T04	KID	Trunk	Dunoon - Omuramba - Century City	0	0	0	0	3	0	3	15 210	Stables
D08	KID	Direct	Dunoon - Montague Gardens - Century City	0	0	0	0	3	0	3	13 969	Stables
				1	19			17		37	253 318	
Route code	Previous VOC	Route type	Description	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Peak fleet required (excl. spares)	Avg kms per month	Depot
213	KID	Feeder	Sunningdale - Table View (Clockwise)	0	0	0	0	0	1	1	7 726	Stables
214a	KID	Feeder	Parklands -TV- Marine Circle	0	0	0	0	1	10	11	45 707	Stables
214bc	KID	Feeder	Table View - Duynefontein	0	0	0	0	0	5	5	53 985	Stables
215	KID	Feeder	Sunningdale-Gie Rd-Wood Stn	0	0	0	0	0	5	5	23 409	Stables
216	KID	Feeder	Sunningdale-Wood Dr-Wood Stn	0	0	0	0	0	4	4	15 578	Stables
223	KID	Feeder	Sunningdale - Table View (Anticlockwise)	0	0	0	0	0	1	1	6 708	Stables
260	KID	Feeder	Summer Greens to Woodbridge Island	0	0	0	0	0	2	2	9 233	Stables
261-2	KID	Feeder	Century City Rail - Omuramba - Salt River - Adder	0	0	0	0	0	6	6	28 555	Stables
262	KID	Feeder	Summer Greens - Century City - Wood Bridge	0	0	0	0	0	3	3	13 801	Stables
								1	37	38	204 702	

B.3 Route operational specifications – Contract Area C

Route code	Previous VOC	Route type	Description	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Peak fleet required (excl. spares)	Avg kms per month	Depot
T01-1	TPI	Trunk	Du Noon - Table View - Civic - Waterfront	0	0	1	5	0	0	6	11 347	Prestwich
T01-3.2	TBRT	Trunk	Du Noon - Table View - Civic - Waterfront	4	0	0	0	0	0	4	21 389	Prestwich
A01	TPI	Direct	Airport - Civic Centre	0	0	2	0	0	0	2	37 998	Prestwich
D05	TPI	Direct	Dunoon - Parklands - Waterfront	0	0	0	0	0	0	0	8 023	Prestwich
				4		3	5			12	78 757	
Route code	Previous VOC	Route type	Description	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Peak fleet required (excl. spares)	Avg kms per month	Depot
101	TPI	Feeder	Vredehoek - Gardens - Civic Centre (Clockwise)	0	0	0	0	0	1	1	4 184	Prestwich
102	TPI	Feeder	Salt River Rail - Walmer Estate - Civic Centre	0	0	0	0	0	6	6	20 594	Prestwich
103	TPI	Feeder	Oranjezicht-Gardens-Civic	0	0	0	0	0	2	2	8 450	Prestwich
104	TBRT	Feeder	Civic Centre - Waterfront - Sea Point	0	0	0	0	0	2	2	11 319	Prestwich
105	TPI	Feeder	Sea Point-Fresnaye-Civic	0	0	0	0	0	5	5	17 813	Prestwich
106	TBRT	Feeder	Camps Bay (Clockwise) - Civic Centre	0	0	0	0	0	9	9	42 174	Prestwich
107	TPI	Feeder	Camps Bay (Anti Clockwise) - Civic Centre	0	0	0	0	0	8	8	34 704	Prestwich
108/118	TPI	Feeder	Hangberg - Hout Bay Harbour - Sea Point - Adderley	0	0	0	0	0	8	8	58 443	Prestwich
109	TPI	Feeder	Hout Bay - Adderley	0	0	0	0	0	15	15	78 679	Prestwich
111	TPI	Feeder	Vredehoek - Gardens - Civic (Anti Clockwise)	0	0	0	0	0	1	1	3 975	Prestwich
113	TPI	Feeder	Upper Kloof - Adderley - Waterfront	0	0	0	0	0	1	1	5 084	Prestwich
261-1	TPI	Feeder	Century City Rail - Omuramba - Salt River - Adderley	0	0	0	0	0	14	14	66 628	Prestwich
									72	72	352 047	

B.4 Route operational specifications – Summary

Peak bus summary by depot - Contract Area A								
Depot allocation	VOC Allocation	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Total
Atlantis	Contract Area A	0	0	0	27	16	16	59
Total		0	0	0	27	16	16	59

Peak bus summary by depot - Contract Area B								
Depot allocation	VOC Allocation	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Total
Stables	Contract Area B	1	19	0	0	18	37	75
Total		1	19	0	0	18	37	75

Peak bus summary by depot - Contract Area C								
Depot allocation	VOC Allocation	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Total
Prestwich	Contract Area C	4	0	3	5	0	72	84
Total		4	0	3	5	0	72	84

5 19 3 32 34 125 218

Kilometre summary by depot - Contract Area A								
Depot allocation	VOC Allocation	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Total
Atlantis	Contract Area A	0	0	0	202 402	119 241	107 286	428 929
Total		0	0	0	202 402	119 241	107 286	428 929

Kilometre bus summary by depot - Contract Area B								
Depot allocation	VOC Allocation	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Total
Stables	Contract Area B	5 347	109 112	0	0	143 014	200 547	458 020
Total		5 347	109 112	0	0	143 014	200 547	458 020

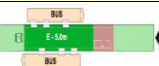

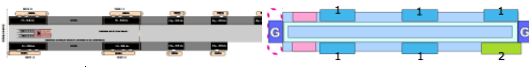
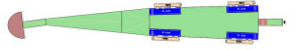

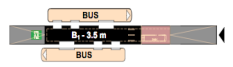
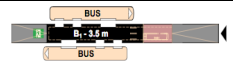
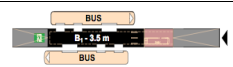
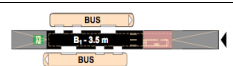
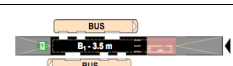
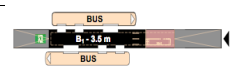
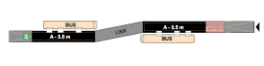


Kilometre bus summary by depot - Contract Area C								
Depot allocation	VOC Allocation	(A) 18m Volvo HF	(E) 18m Scania HF	(B) 12m Volvo HF	(C) 12m Volvo HF	(F) 12m Scania HF	(D) 9m Optare LF	Total
Prestwich	Contract Area C	21 389	0	41 226	16 142	0	352 047	430 804
Total		21 389	0	41 226	16 142	0	352 047	430 804

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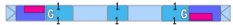




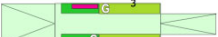







B.5 Timetables

Refer to separate **Appendix B4** document on flash drive attached.

Appendix C Station Matrix

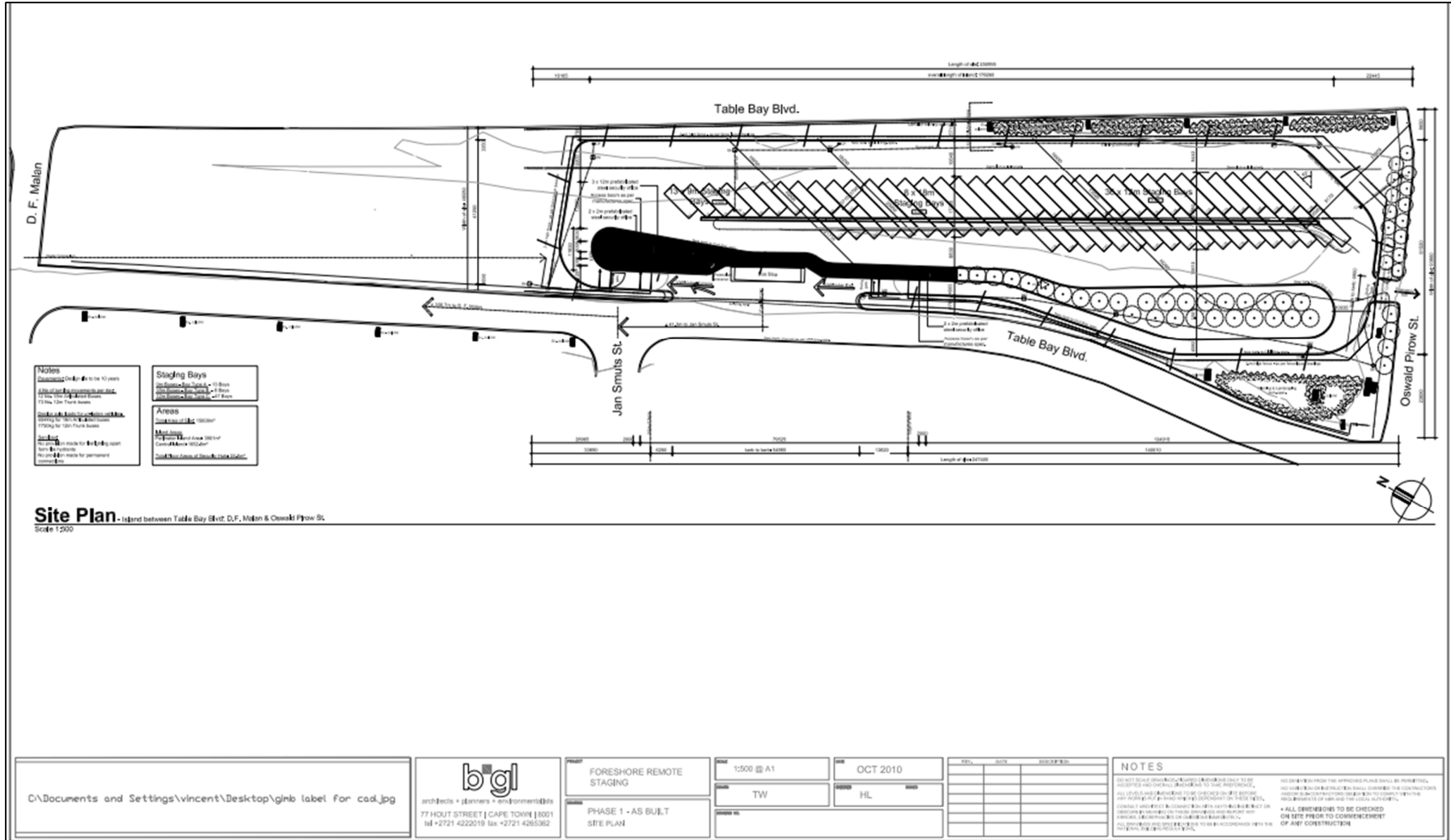
Station No	Station Name	ICON	LAYOUT DRAWINGS	High floor / Low floor	Kiosk Sales & Ticket Vending Machine			Width available inside station (mm)	Station type	Construction Phase	Kiosk Type			
					Type	Length (Ramps & Platform)	Number of Platform buildings in phase 1A					1 POS	2 POS	CVM
1	Granger Bay			High	E ₂	44m	1	0	1	0	3698	E ₂	1A	1
2	Airport			High	O	73m	2	0	1	0	n/a	O	1A	6
3	Civic Centre - Zone1/2/3			Both	H	125m	5	1	1	1	n/a	H	1A	6
4	Stadium			High	K	166m	4	0	1	1	n/a	K	1A	6
5	Table View			Both	C ₁	103m	2	0	1	0	3936	C ₁	1A	1
5	Sunset Beach			High	B ₁	46m	1	1	0	0	2436	B ₁	1A	1
7	Racecourse			High	B ₁	46m	1	1	0	0	2436	B ₁	1A	1
8	Milnerton			High	B ₁	46m	1	1	0	0	2436	B ₁	1A	1
9	Woodbridge			High	B ₁	46m	1	1	0	0	2436	B ₁	1A	1
10	Lagoon Beach			High	B ₁	46m	1	1	0	0	2436	B ₁	1A	1
11	Zoarvlei			High	B ₁	46 m	1	1	0	0	2436	B ₁	1A	1
12	Vrystaat			High	A	83m	2	1	0	0	2436	A	1A	1
13	Section			High	A	83 m	2	1	0	0	2436	A	1A	1
14	Neptune			High	A	83 m	2	1	0	0	2436	A	1A	162 ¹

Station Name	ICON	LAYOUT DRAWINGS	High floor / Low floor	Kiosk Sales & Ticket Vending Machine			Width available inside station (mm)	Station type	Construction Phase	Kiosk Type			
				Type	Length (Ramps & Platform)	Number of Platform buildings in phase 1A					1 POS	2 POS	CVM
15 Paarden Eiland			High	A	84 m	2	1	0	0	2436	A	1A	1
16 Woodstock			High	G	155m	1	0	1	1	3936	G	1A	1
17 Thibault Square			High	C ₂	103m	2	0	1	1	3936	C2	1A	1
18 Gardens - Closed Feeder			Low	N	493m ²	2	0	1	0	n/a	N	1A	4
19 Wood			High								F ₄	1A	1
20 Janssens			High								F ₄	1A	1
21 Grey			High								F ₄	1A	1
22 Queens Beach			Low								Q	1A	3
23 Omuramba - Trunk & Closed Feeder			Both								T	1A	1
24 Ascot			High								B ₄	1A	1
25 Sandown			High								B ₄	1A	1
26 Sunningdale			High								B ₄	1A	1
27 Atlantis Trunk & Closed Feeder			Both								U	1A	1
28 Melkbosstrand - Trunk & Closed Feeder			Both								D2	1A	1

Station No	Station Name	ICON	LAYOUT DRAWINGS	High floor / Low floor	Kiosk Sales & Ticket Vending Machine			Width available inside station (mm)	Station type	Construction Phase	Kiosk Type			
					Type	Length (Ramps & Platform)	Number of Platform buildings in phase 1A					1 POS	2 POS	CVM
29	Waterfront (Trunk)			High	V	??	1	1	0	0	2436	V	1A	1
30	Adderley - Closed Feeder			Low	L	92m	3	0	2	0	3936	L	1A	2
31	Usasaza (Doornbach)			High	E ₃	50m	1	0	1	0	3936	E ₃	1A	1
32	Dunoon			High	E ₃	50m	1	0	1	0	3936	E ₃	1A	1
33	Killarney			High	B ₄	50m	1	1	0	0	2436	B ₄	1A	1
34	Potsdam			High	E ₃	50m	1	1	0	0	2436	E ₃	1A	1
35	Circle East (Boy De Goede)			High	F ₄	50m	2	1	0	0	2436	F ₄	1A	1
36	Century City			Both	C ₄	103m	3	0	1	1	3936	C ₄	1B	5
37	Sanddrift			High	B ₄	50m	1	1	0	0	2436	B ₄	1B	1
38	Pheonix			High	E ₃	50m	1	0	1	0	3936	E ₃	1B	1
39	Turf Club			High	B ₄	50m	1	1	0	0	2436	B ₄	1B	1
40	Montague Gardens			Both	B ₅	50m	2	1	0	0	2436	B ₅	1B	1
41	Refinery			High	B ₄	50m	1	1	0	0	2436	B ₄	1B	1
42	Mitchells Plain			Low	??	??	1	0	0	1	4936		FX	2

Appendix D Depot design drawings

D.1 Atlantis depot



C:\Documents and Settings\vincent\Desktop\glnb label for cad.jpg

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FORESHORE REMOTE STAGING
PHASE 1 - AS BUILT SITE PLAN

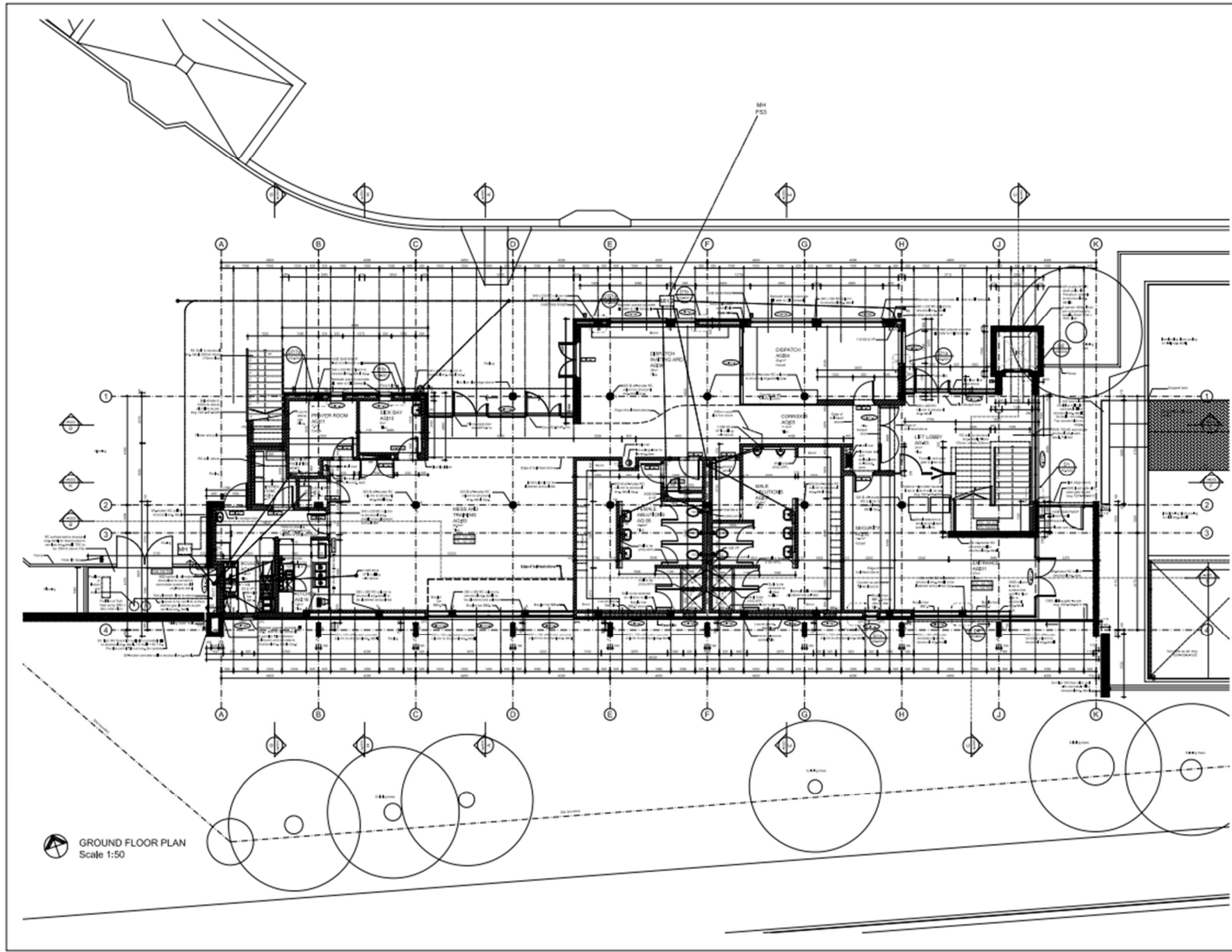
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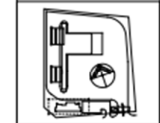
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NOTES

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- 2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE STATED.
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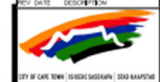


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 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AUTHORITIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AUTHORITIES.
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LOCATION PLAN

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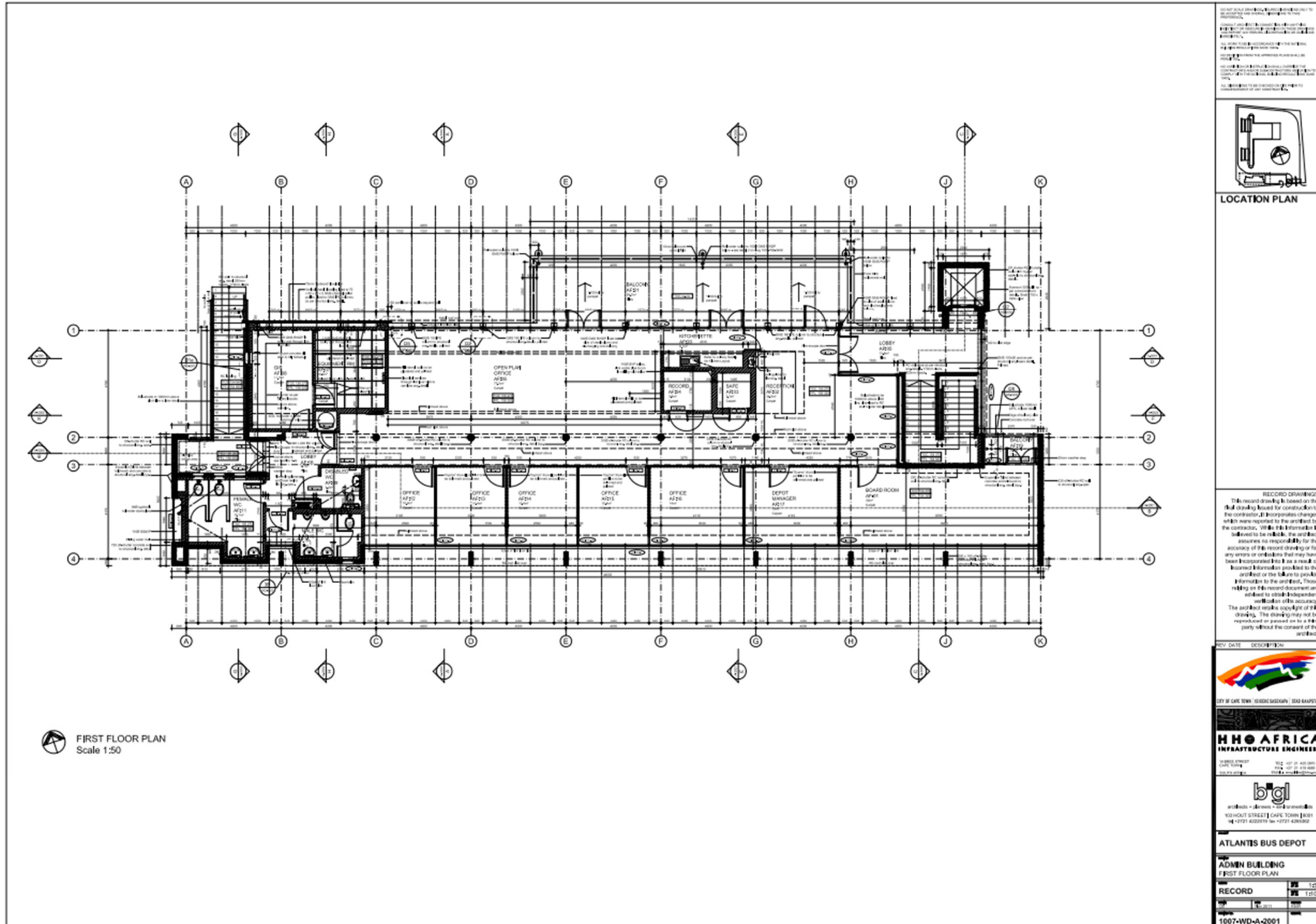
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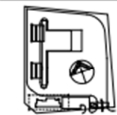
ATLANTIS BUS DEPOT

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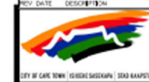


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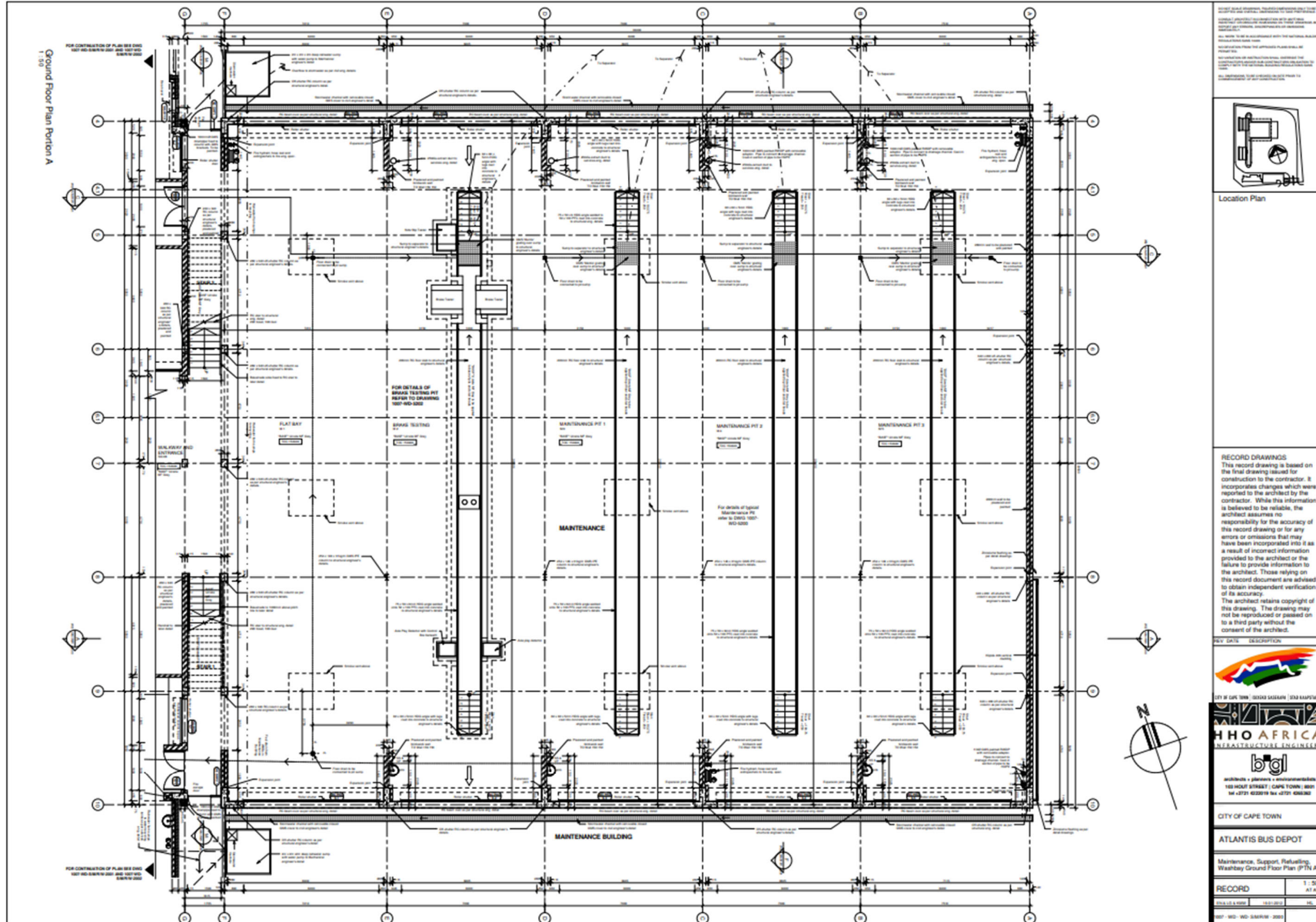


ATLANTIS BUS DEPOT

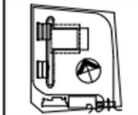
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Location Plan

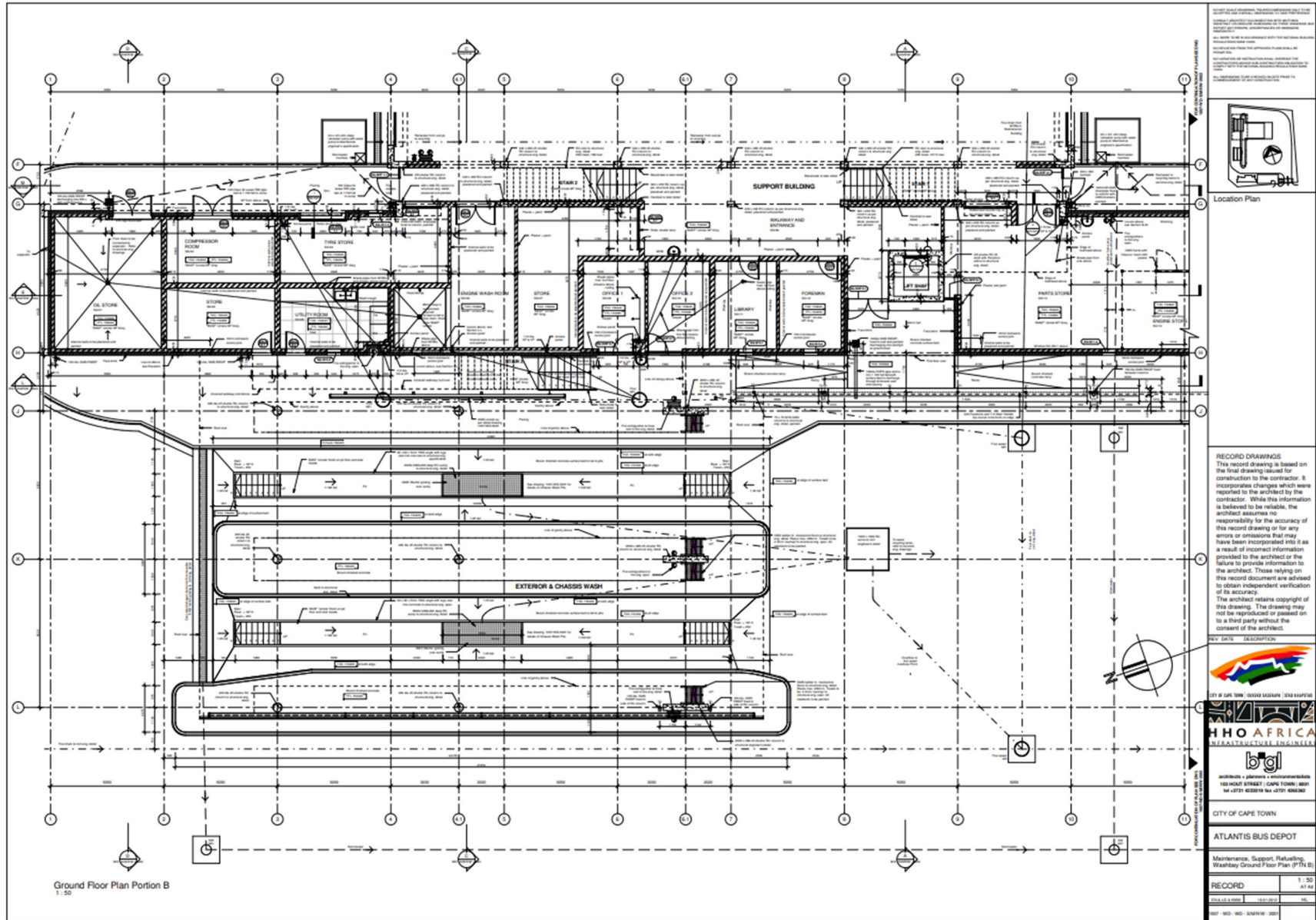
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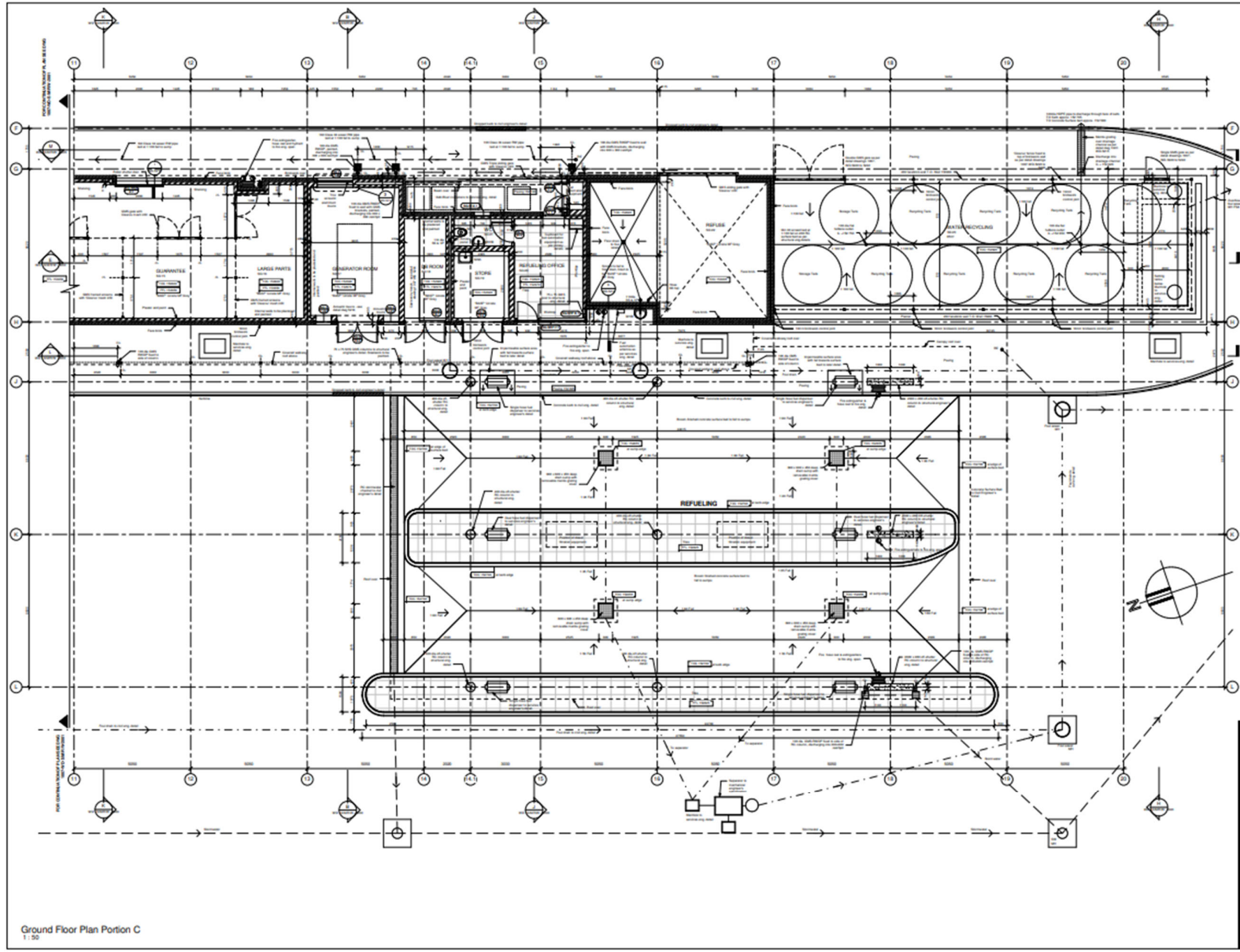
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 Tel: +27 21 4220719 Fax: +27 21 4260267

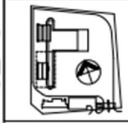
CITY OF CAPE TOWN
 ATLANTIS BUS DEPOT
 Maintenance, Support, Refuelling,
 Washbay Ground Floor Plan (PTN A)

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Location Plan

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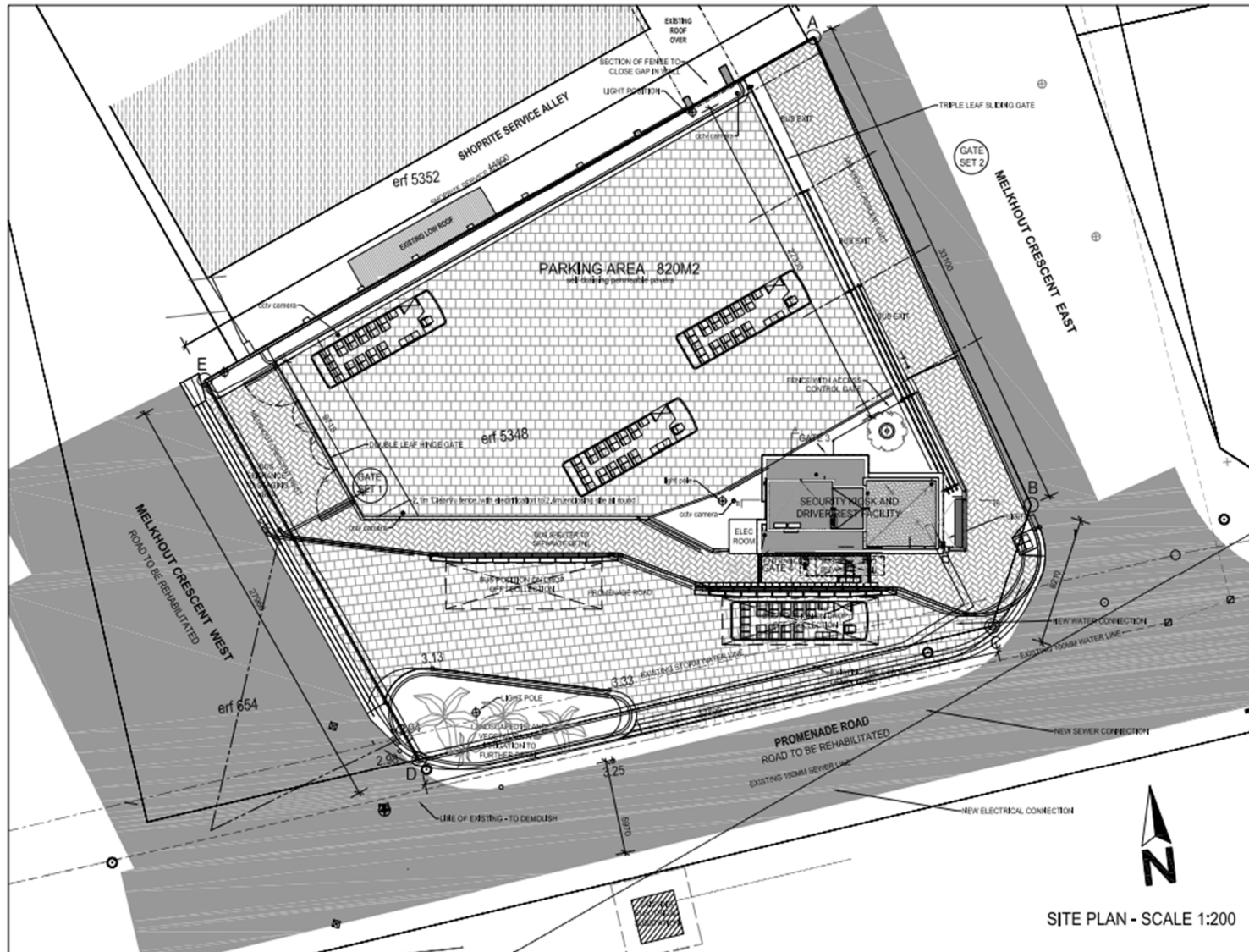
CITY OF CAPE TOWN
ATLANTIS BUS DEPOT

Maintenance, Support, Refuelling,
Washbay Ground Floor Plan (PTN C)

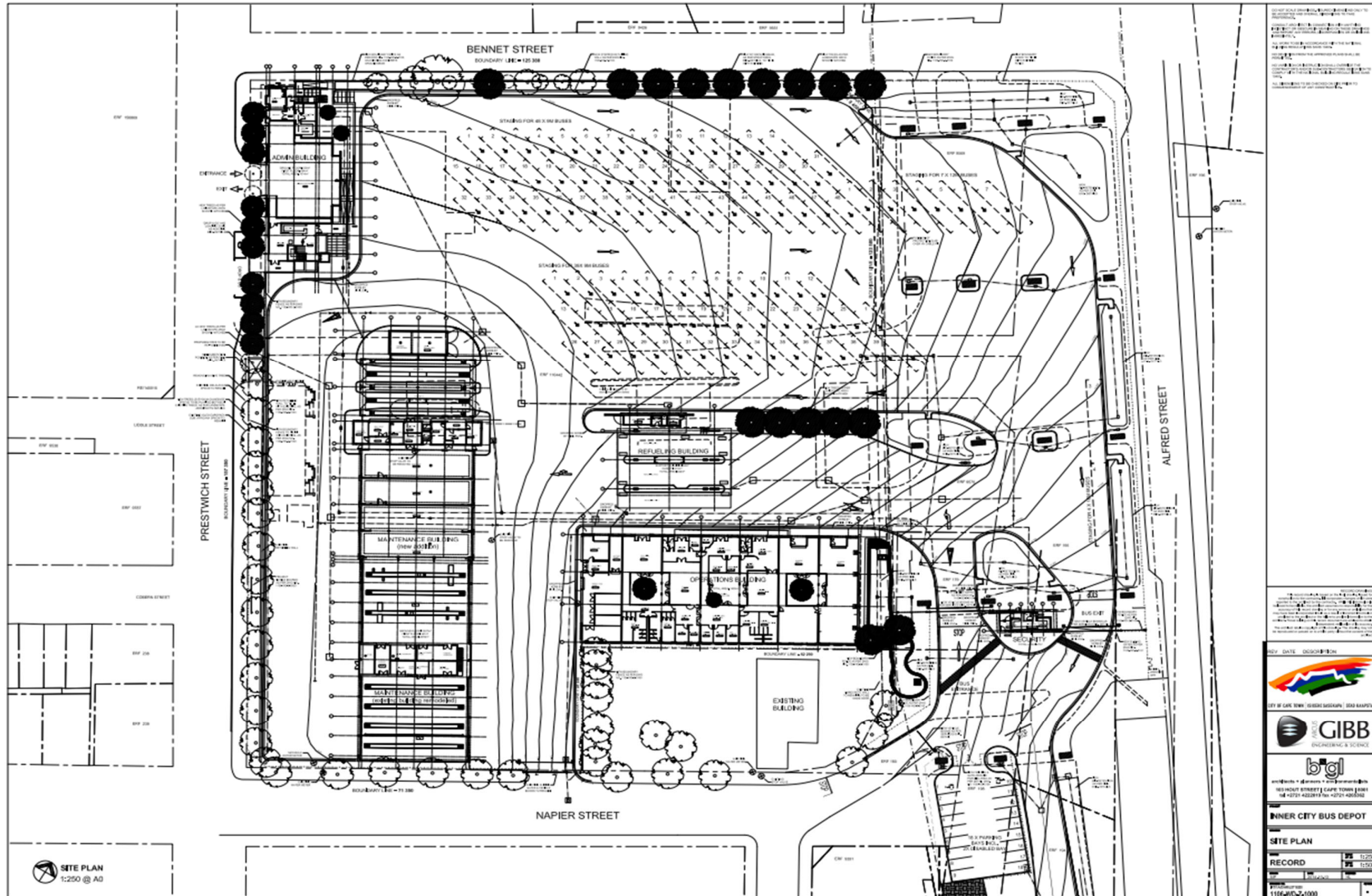
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	AT 14
ISSUED FOR TENDER	10/02/2024
DATE	10/02/2024
BY: MCD - MCD - S/M/WW	2024

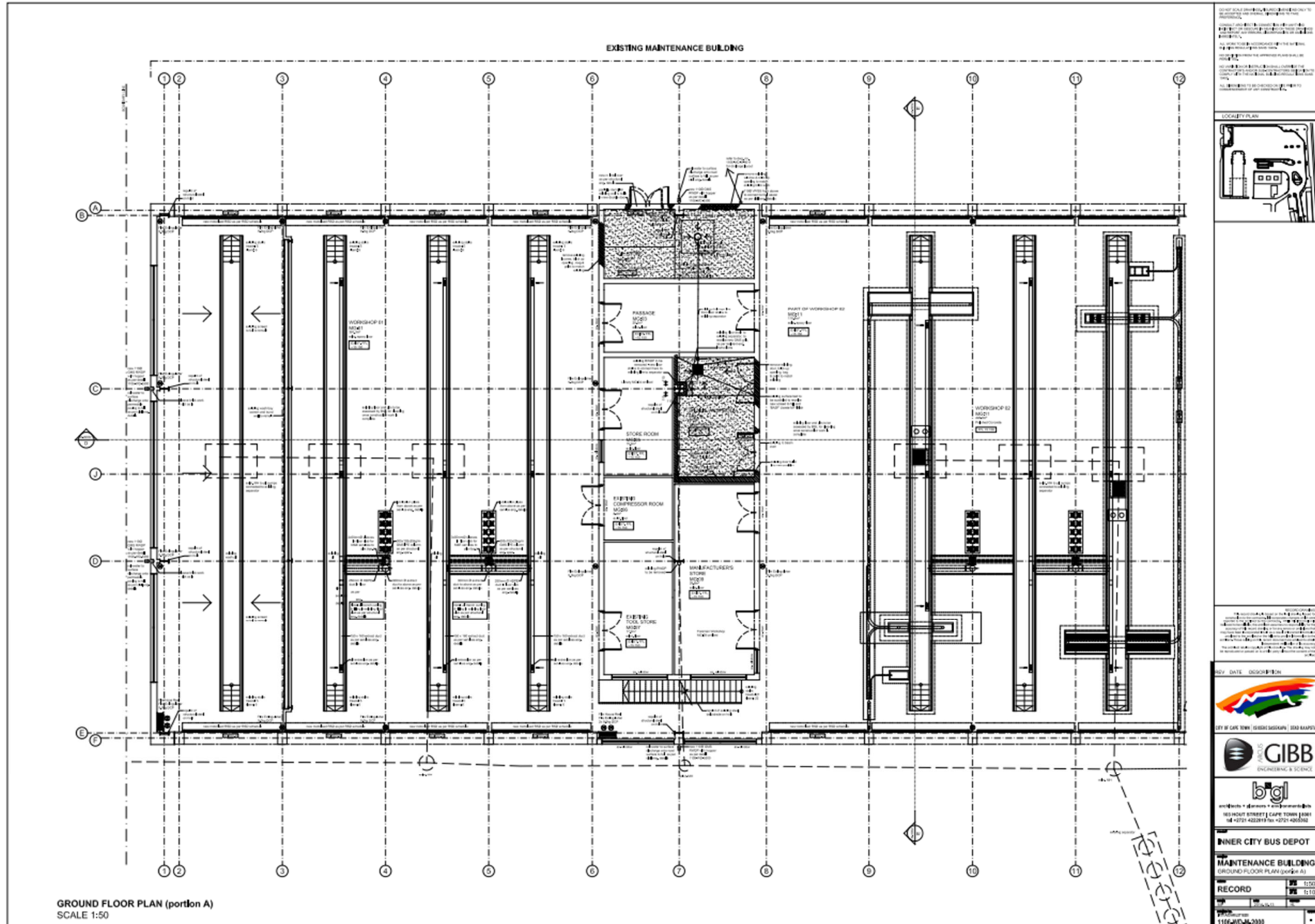
Ground Floor Plan Portion C
1:50

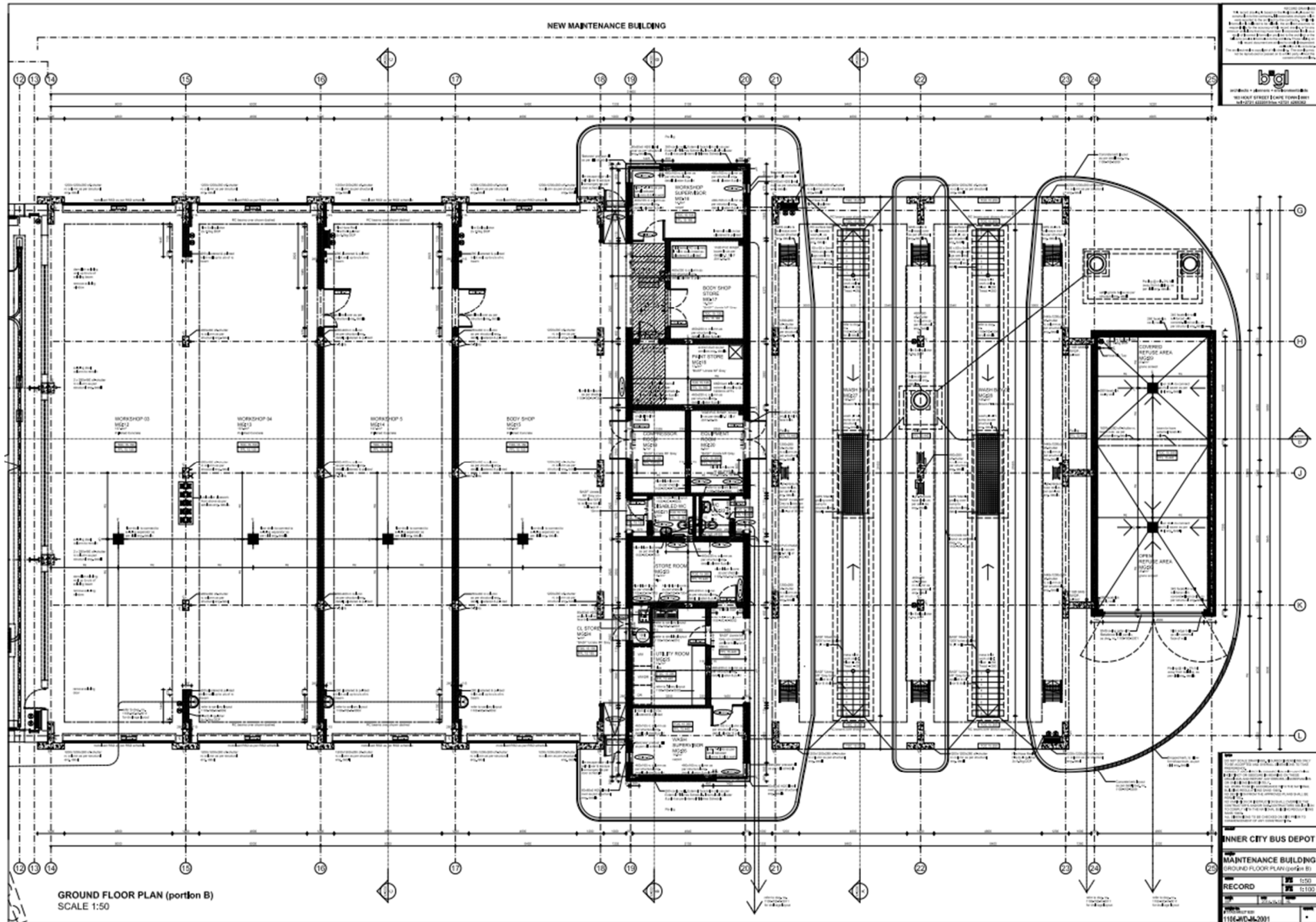
D.3 Hout Bay staging area

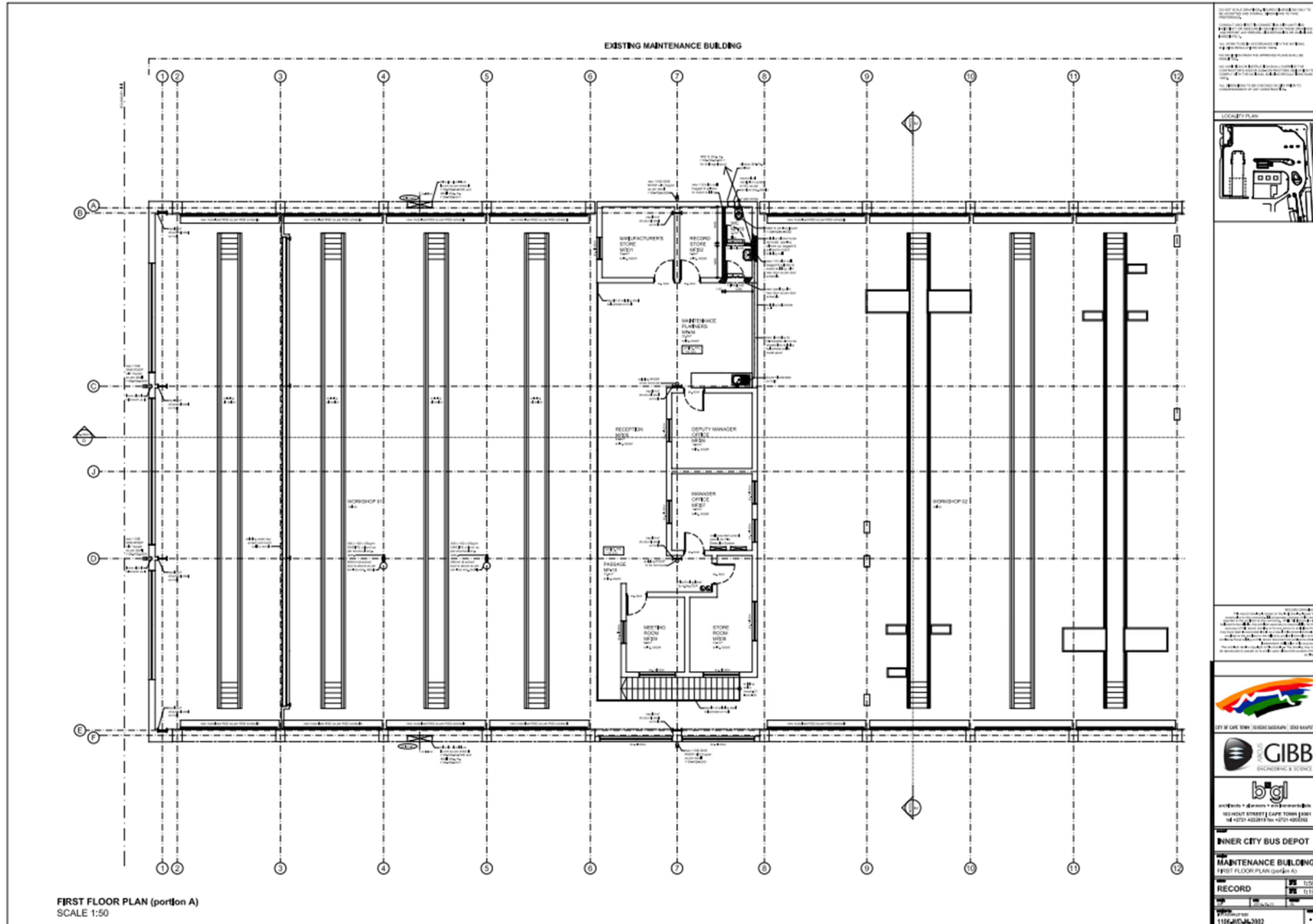


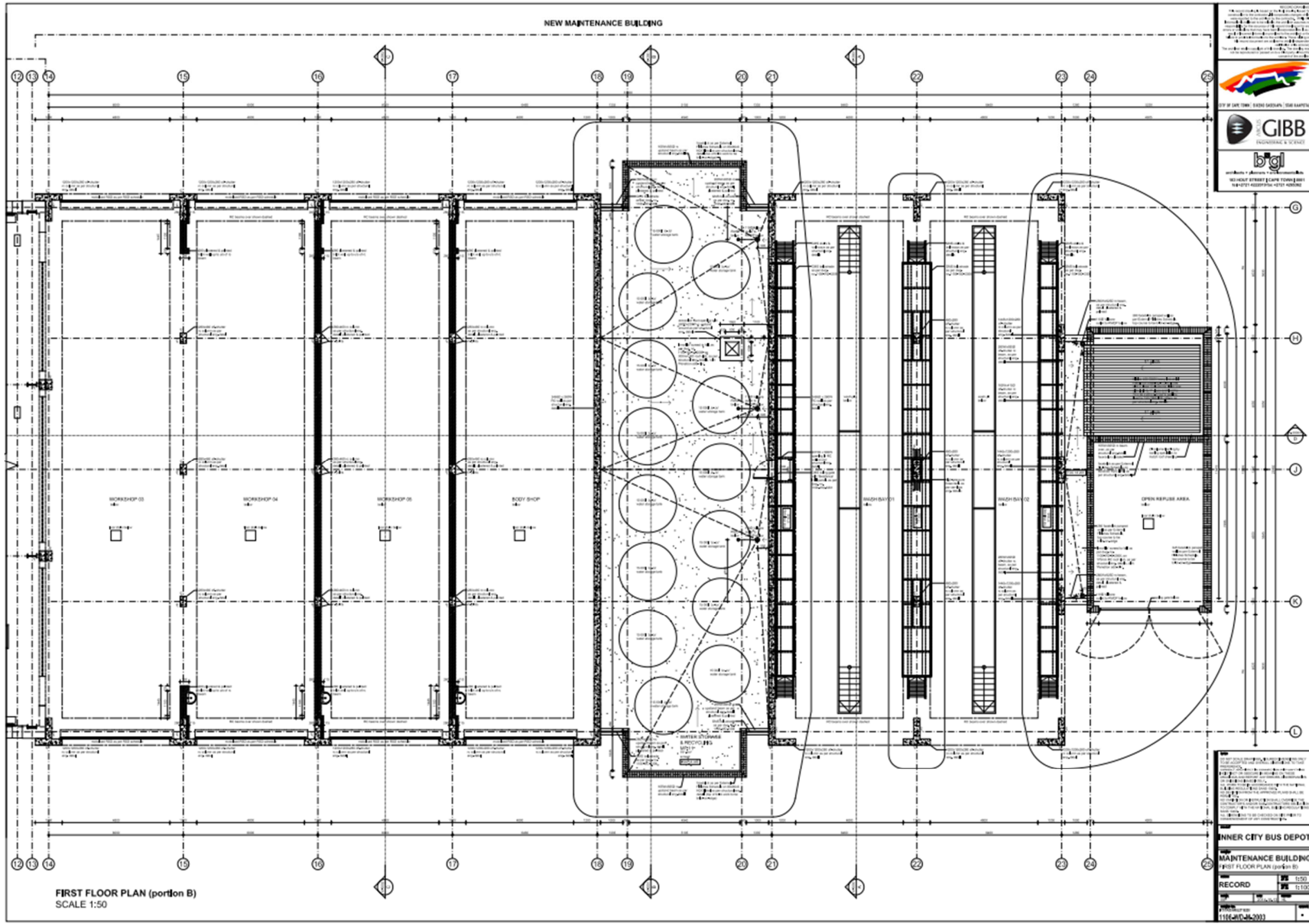
D.4 Prestwich depot

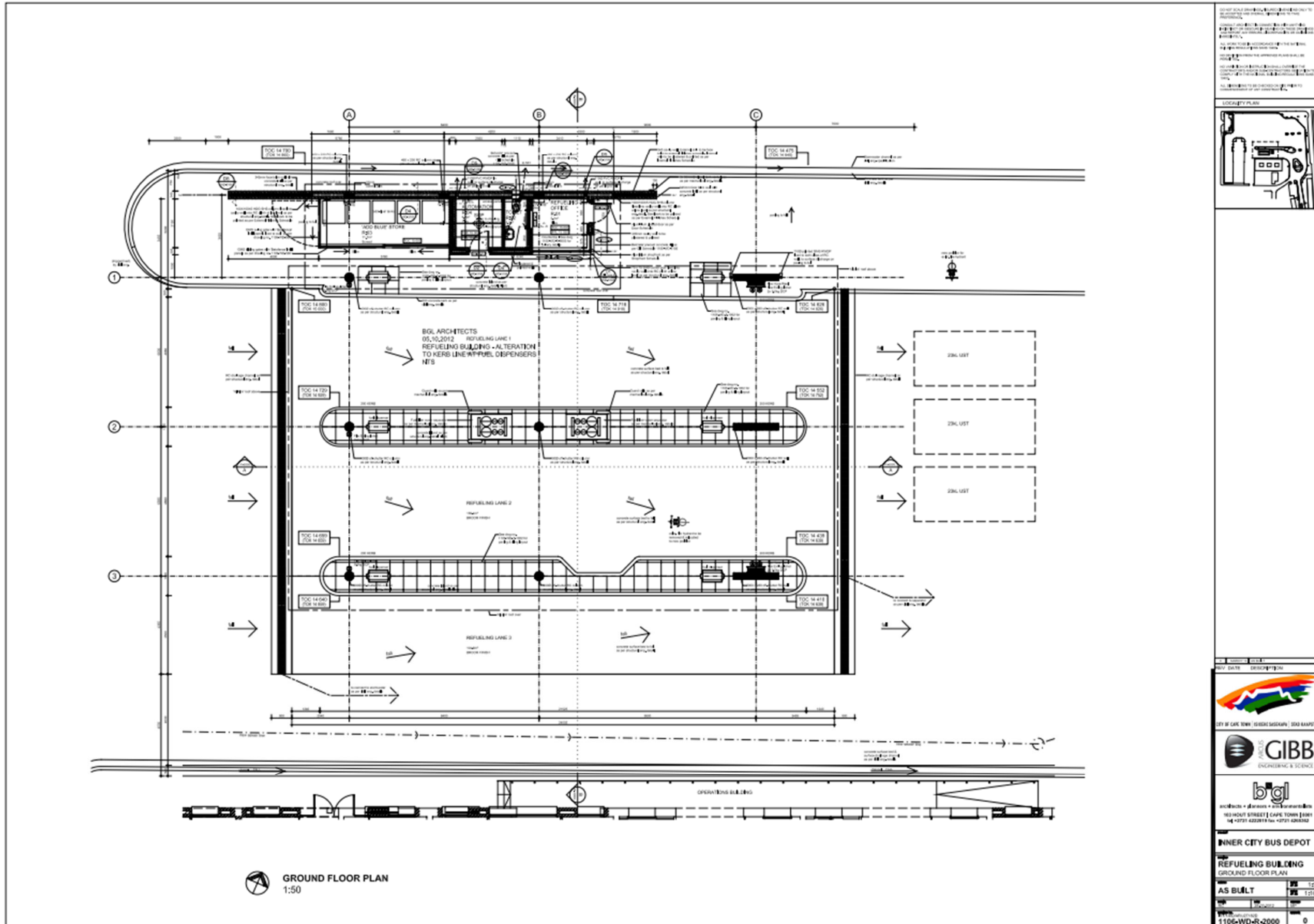


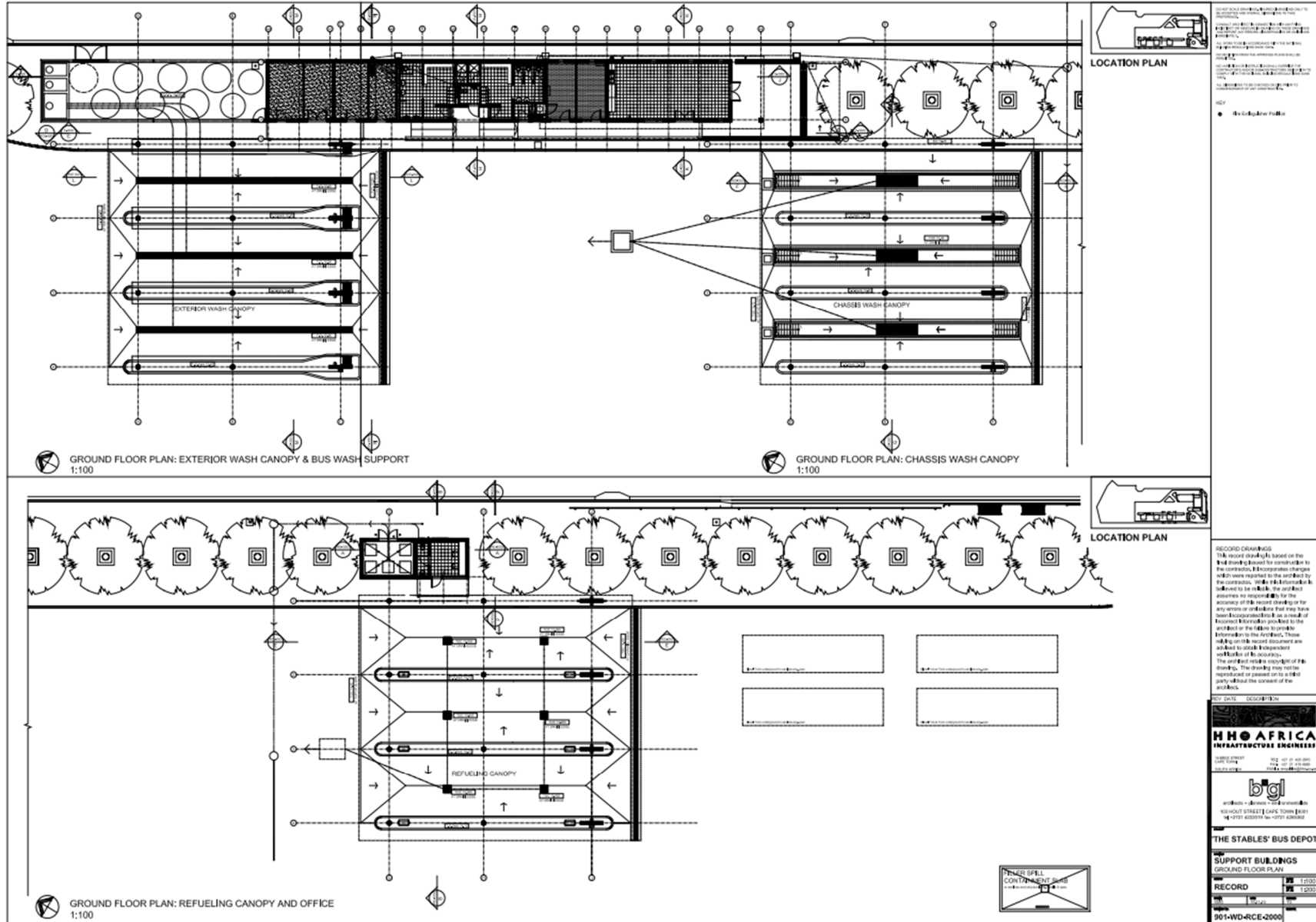












RECORD DRAWINGS
 This record drawing is based on the final drawing issued for construction to the contractor. It incorporates changes which were reported to the architect by the contractor. It is the contractor's responsibility to be advised by the architect of any amendments or corrections for any errors or omissions that may have been incorporated in the record drawing. Information in the architect's drawings, specifications and record documents are added to create independent workbooks of the drawings. The architect shall be responsible for the drawings. The drawings may not be reproduced or passed on to a third party without the consent of the architect.

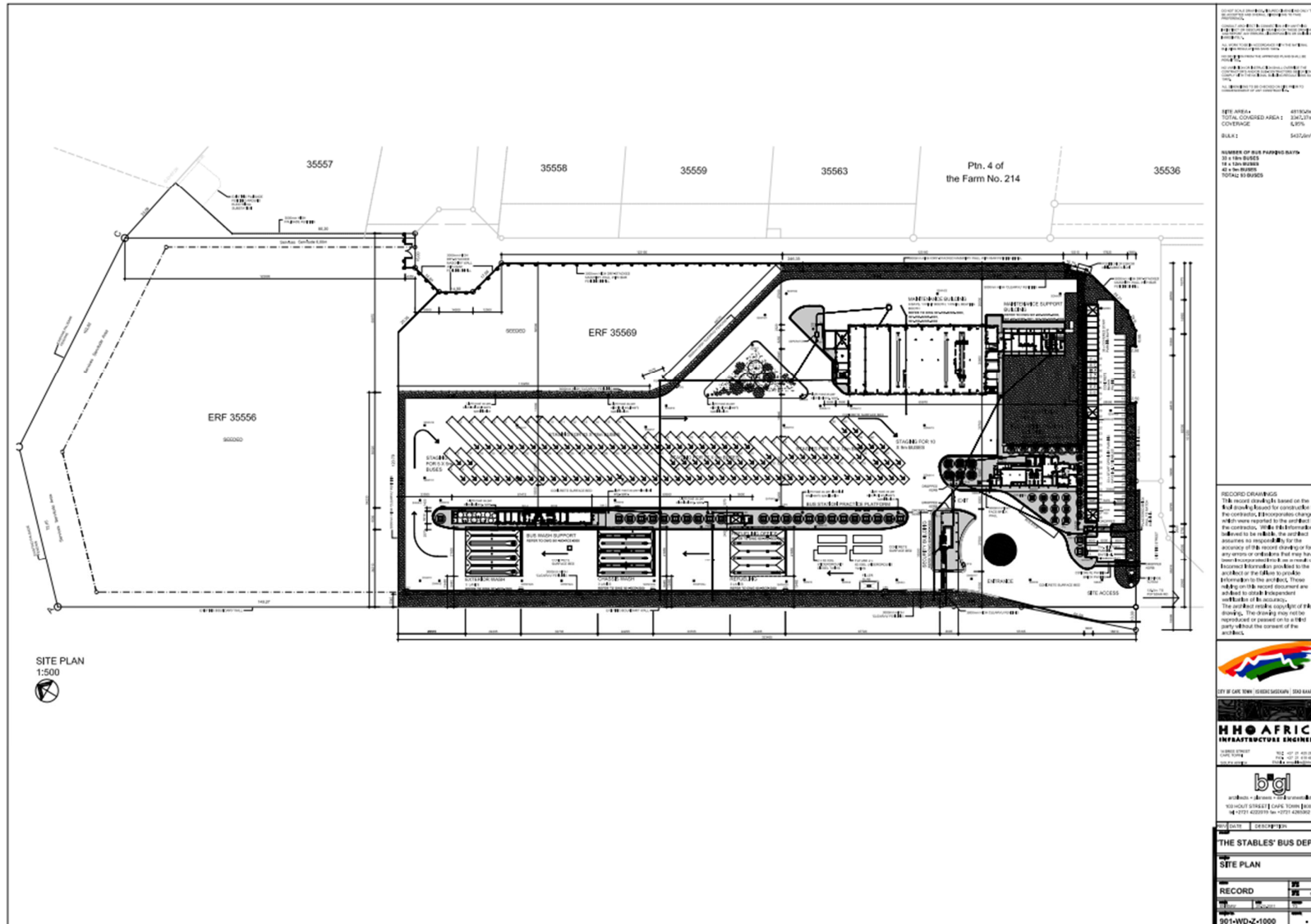
REV	DATE	DESCRIPTION

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THE STABLES' BUS DEPOT
 SUPPORT BUILDINGS
 GROUND FLOOR PLAN
 RECORD
 901-WD-RCE-2000

D.5 Stables depot



RECORD DRAWINGS
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KEY AREA 40100007
TOTAL COVERED AREA 24421.00
COVERAGE 5.00%
SCALE 1:500

NUMBER OF BUS PARKING BAYS
 IN THE BUSES 10
 IN THE BUSES 10
TOTAL BUSES 20

CITY OF CAPE TOWN - GEOTECHNICAL / SOIL REPORT

H2O AFRICA
 INFRASTRUCTURE ENGINEERS

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THE STABLES' BUS DEPOT

SITE PLAN

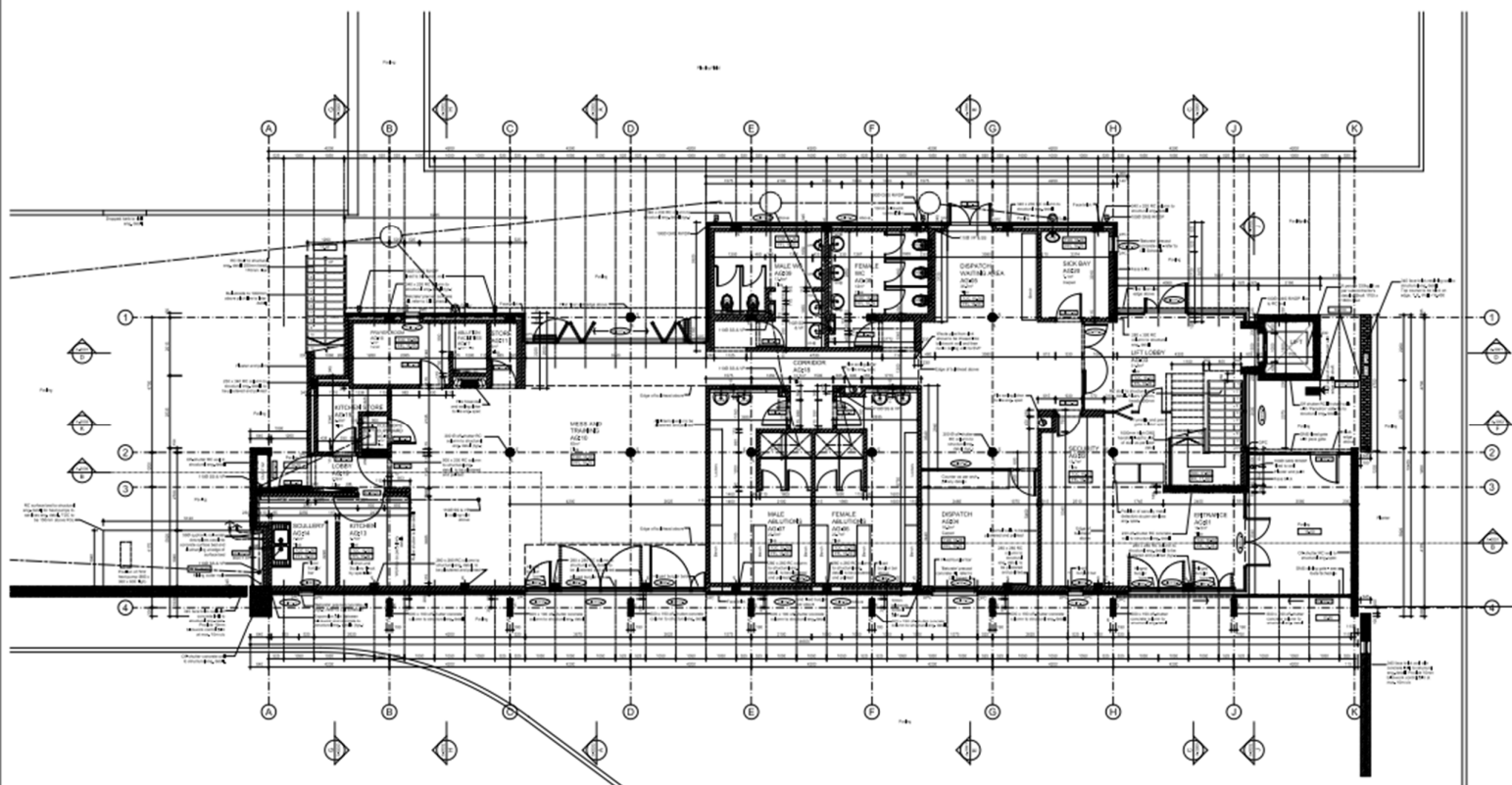
NO.	DATE	DESCRIPTION
1	10/10/2024	ISSUED FOR TENDER
2	10/10/2024	RECORD
3	10/10/2024	RECORD
4	10/10/2024	RECORD

901-WD-Z-1000



LOCATION PLAN

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GROUND FLOOR PLAN
1:50

RECORD DRAWINGS

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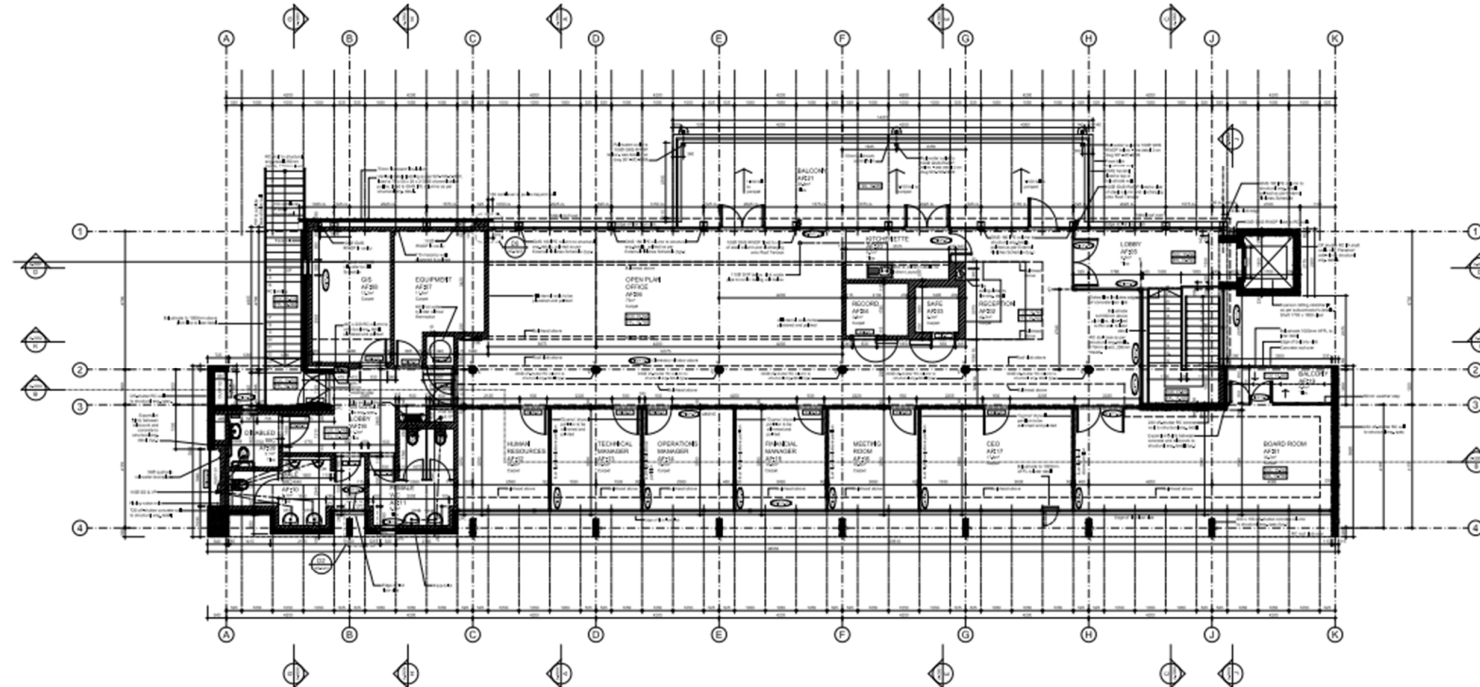
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THE STABLES' BUS DEPOT	
ADMIN BUILDING	
GROUND FLOOR PLAN	
RECORD	1:50
RECORD	1:200
SCALE	1:50
901-WD-A-2000	



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FIRST FLOOR PLAN
1:50

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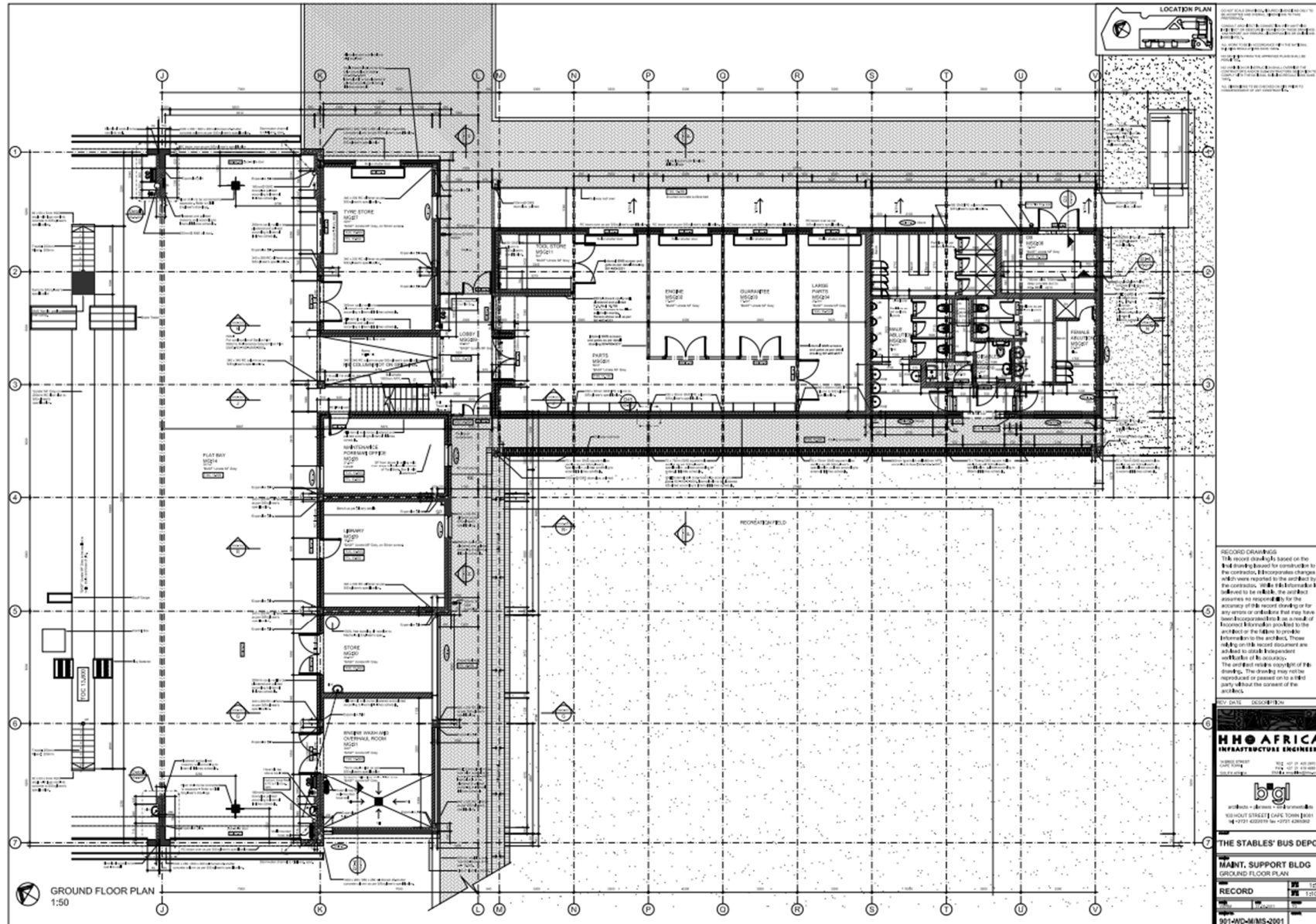
REV	DATE	DESCRIPTION

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INFRASTRUCTURE ENGINEERS

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10000 STREET, SUITE 101, 4000
10000 STREET, SUITE 101, 4000
10000 STREET, SUITE 101, 4000
10000 STREET, SUITE 101, 4000

THE STABLES' BUS DEPOT	
ADMIN BUILDING	
FIRST FLOOR PLAN	
RECORD	1:50
DATE	1:50
SCALE	1:50
DRAWN	1:50
CHECKED	1:50
DATE	1:50
NO.	801-WD-A-2002



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BY DATE DESCRIPTION

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btj

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THE STABLES' BUS DEPOT

MAINT. SUPPORT BLDG
 GROUND FLOOR PLAN

RECORD	1/24/2024
DATE	1/24/2024
NO.	901-WD-MNS-2001

Appendix E VOC Depot Infrastructure and Assets

- E.1 Depot infrastructure responsibility and asset register
- E.2 Depot non-operations specific immovable assets
- E.3 Depot operations specific immovable assets
- E.4 Depot operations specific immovable asset maintenance and service intervals
- E.5 City-owned FF&E asset register
- E.6 Hand-over checklist of project work to City
- E.7 Record of depot utility bills

Refer to separate **Appendix E** document on flash drive attached.

Appendix F Existing bus fleet data and contract allocation

F.1 Details of existing Vehicles allocated to the Contract Area A

F.2 Details of existing Vehicles allocated to the Contract Area B

F.3 Details of existing Vehicles allocated to the Contract Area c

F.4 Bus condition reports of Vehicles allocated to the Contract Area A

F.5 Bus condition reports of Vehicles allocated to the Contract Area B

F.6 Bus condition reports of Vehicles allocated to the Contract Area C

F.7 History of major part replacement – Contract Area A

F.8 History of major part replacement – Contract Area B

F.9 History of major part replacement – Contract Area C

Refer to separate **Appendix F** document on flash drive attached.

Appendix G Bus technical requirements inspections, maintenance and refurbishment etc

G.1 Guidance for the technical requirements to be met by a City approved service and maintenance provider for scheduled services, maintenance and repairs

1. Purpose of this Appendix

- 1.1 Future servicing, maintenance and repair of the Phase 1 Stage 2 fleet of vehicles is to be conducted by a City approved party.
- 1.2 Technical requirements to be met and maintained by a party so as to be considered a City approved party to conduct scheduled services, maintenance and repairs are set out below.

2. Requirements for technical staff

- 2.1 There shall be sufficient technical staff at the service and maintenance facility to conduct the type and quantity of work required.
- 2.2 The technical staff will be trade-tested artisans with support assistants and have the necessary skills and competencies for servicing, diagnostic testing and maintaining and repairing the vehicles.
- 2.3 Only suitably trained and qualified personnel that are in the employment of the service and maintenance provider shall attend to the vehicles. Any new members of staff are to provide copies of their certificates to the City for approval before commencing work.
- 2.4 All staff shall be provided with the necessary PPE for their role.

3. Requirements for the service and maintenance facility

- 3.1 The service and maintenance facility must comply with the requirements of the OHS Act and all statutory standards and requirements.
- 3.2 The workshop premises must be zoned to permit vehicle maintenance activities.
- 3.3 At least the following facilities and equipment are to be available:

1. Facilities

- Enclosed workshop with sufficient work bays to conduct the type and quantity of work required
- Hard-top parking area able to receive and hold vehicles awaiting attention
- Security (day and night)
- Lighting
- Vehicle wash-bay including a pressure washer
- Toilets and restroom
- Storerooms (new and used parts, tyres and rims)
- Document storage room
- Battery room (may be off-site)
- Fully serviced and valid certified fire protection equipment
- Lockable office for City's Fleet Maintenance staff (to be fitted out with a desk, chair and photocopier/scanner)

2. Equipment

- Air systems
- Oil dispenser system for lubrication
- Waste disposal system for oil
- Brake-testing equipment (may be off-site)

(c) Tools and diagnostic equipment

- All general and special tools necessary to inspect, service, maintain and repair the vehicles including handling and diagnostic equipment

4. Internal Management System

- 4.1 The service and maintenance provider are to demonstrate that it can operate an effective internal management system that will include maintaining a vehicle history servicing and repair record.

G.2 Scope of work for a full bus refurbishment

A fully refurbished Vehicle shall comply with the following standards:

1. Compliance with all the compulsory requirements (excepting rollover conforming to SABS 1563) as laid down by the latest requirements of the SABS, the Standards Act 29 of 1993 and /or the National Road Traffic Act and National Road Traffic Regulations are met in each and every instance and that a roadworthy certificate is mandatory for each vehicle to be used, including the following:
 - 1.1. Body refurbished by a registered bus body builder:
 - a) Body refurbishment by a vehicle body repair and refurbishment supplier approved by the City;
 - b) Body superstructure conforming to SABS 1563: 1992 roll-over protection requirements;
 - c) New lights conforming to SABS 1046: head lights, front position, front end outline, identification, front rear and side indicators, rear position and stop, reverse, high-mounted stop, rear end outline, number plate;
 - d) Replace interior lights and fittings as required;
 - e) Rear reflectors, and side reflectors (where fitted) conforming to SABS 1046;
 - f) Chevron conforming to SABS 1329;
 - g) Seats and anchorages conforming to SABS 1564; All passenger seats to be removed, recoated and reupholstered;
 - h) Seat belts on all unprotected seats conforming to SABS 1080/1430;
 - i) Class II rear view mirrors conforming to SABS 1436;
 - j) Laminated windscreen/s to SABS 1191, shatterproof windows to SABS 1193, and refurbish slider windows;
 - k) partitions conforming to SABS 1193/1472;
 - l) Wheel arch rubber replacement, wiper reconditioning and replacement of relevant parts;
 - m) All regulatory and system signage to be replaced by new signs of same specification, or amended as per new regulations; and
 - n) Re-rubberise chassis underside after repair and fitment of floor;
 - o) Floor covering to be removed to inspect floor support structure – repair structure and replace floor covering;
 - p) Remove inside bulkhead cladding in strategic locations for frame inspection and replace;
 - q) Remove window frame covers and inspect body frame around glued windowpanes for damage. Repair if water leakage is found at windows;
 - r) Reseal roof joints and front and rear glass;
 - s) Replace handrail straps;
 - t) All steps and floors to be re-covered with non-slip material to match original quality;
 - u) Reapply livery inside and outside either as existing or to a new design as determined by the City of Cape Town. Cost to be included in the rate for a full refurbishment.
 - v) All trap doors giving access to equipment should be solidly constructed and fitted.
 - w) Removal of elements of the floor and the inner and outer cladding of the body as is required to facilitate close *in situ* examination of the superstructure framing, including the repair of the superstructure framing and fitting of new cladding and floor beading and floors to the extent that this is required to reinstate the original quality and finish;
 - x) Corrosion treatment.

1.2. Electrical and electronic:

- a) Electrical wiring to be reworked and be in safe working order, including all wiring feeding equipment. Repair and replace where necessary.
- b) Electronic destination displays and other electronic components installed as part of the vehicle as delivered by the original tender for vehicle supply to be inspected and should be in safe working order, and to be repaired and replaced where necessary.

1.3. Mechanical and chassis:

- a) Chassis to be inspected *in situ*;
- b) No cracks are allowed in chassis structure or mounting brackets. Cracked chassis members and mounting brackets to be replaced to OE supplier standards. This includes all superstructure fixtures;
- c) Bent chassis members to be straightened;
- d) Suspension to be checked and airbags replaced where required;
- e) Air reservoirs and fuel tanks to be cleaned;
- f) Fuel pipes to be renewed;
- g) Air lines to be renewed;
- h) Doors and door opening mechanisms and related equipment, including pneumatics, clips and locks, to be reconditioned to OEM specifications, including replacement of door rubbers, pivots, hinges, rams and bushes;
- i) Equipment communicating with station doors be reconditioned to OEM specifications;
- j) Boarding bridges and related components to be reconditioned to OEM specifications;
- k) Regarding a 18m Vehicle, the articulation components must be reconditioned to OEM specifications;
- l) Corrosion treatment.

G.3 Scope of work for a partial bus refurbishment

A partially refurbished Vehicle shall comply with the following standards:

1. Compliance with all the compulsory requirements (excepting rollover conforming to SABS 1563) as laid down by the latest requirements of the SABS, the Standards Act 29 of 1993 and /or the National Road Traffic Act and National Road Traffic Regulations are met in each and every instance and that a roadworthy certificate is mandatory for each vehicle to be used., including the following:

1.1 Body refurbished by a registered bus body builder:

The need for, and timing of, a partial refurbishment of a City-owned vehicle is at the City's discretion and, if so instructed, will comprise the following items from (a) to (i) and all other body maintenance not stipulated below will be for the VOCs responsibility and cost:

- a) Roof structure: replacement of all roof sheets, resealing of roof, inspection of roof superstructure and repair if required.
- b) Floor: replacement of all floor boards, inspection of floor superstructure, replace ceiling, remove inside bulkhead cladding in strategic locations for frame inspection and repair if required;
- c) All passenger seats to be removed and replaced if required, recoated and reupholstered; seats and anchorages conforming to SABS 1564.
- d) Seat belts to be replaced if required on all unprotected seats and conforming to SABS 1080/1430;
- e) All regulatory and system signage to be replaced by new signs of same specification, or amended as per new regulations; and
- f) Remove windows with frame covers and inspect body frame around glued windowpanes for damage. Repair if water leakage is found at windows;
- g) All steps and floors to be re-covered with non-slip material to match original quality;
- h) All trap doors giving access to equipment should be solidly constructed and fitted.
- i) Livery either as existing or to a new design as determined by the City of Cape Town will be applied as part of the partial refurbishment process and included within its cost

G.4 Further information about the City's standard minimum service regime after expiry of the third year of warranty

Chassis: 20000km Service	Optare Solo	Volvo-B12	Volvo-B7R	Volvo-B9L/A	Scania K250	Scania K310
	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
Change Oil filter/s	1	3	1	3	1	1
Change engine sump plug washer	0	1	1	1	1	1
Change engine Oil	21.5	45	30	40	34	34
Inspection kit (Scania only)	0	0	0	0	1	1
Change Fuel filter	1	2	2	2	1	1
Change Water separator/Water trap filter	1	1	1	1	1	1
Change Adblue filter	1	0	0	0	1	1
Change Air Filter (Optare only)	1	0	0	0	0	0
Change Air filter - inner (excluding Optares)	0	1	1	1	1	1
Change Air filter - outer (excluding Optares)	0	1	1	1	1	1
Change Gearbox oil (Voith only))	0	0	0	0	0	0
Change Gearbox filter (Voith only)	0	0	0	0	0	0
Check and top up gearbox oil (excluding Voith)	1	1	1	1	1	1
Brake test report	1	1	1	1	1	1
Check and top up differential oil	1	1	1	1	1	1
Steam clean chassis undercarriage	0	0	0	0	0	0
Washing of bus including cleaning up in the vicinity of the service and maintenance area	0	0	0	0	0	0
Engine oil sample	0	0	0	0	0	0

Body: 20000km Service
Adjustment and lubrication to roof hatches
Adjustments and lubrication to all inspection and locker doors
Adjustment and lubrication to front grill and rubber stoppers
Adjustment and lubrication to passenger and driver door hinges and shafts
Adjustment and lubrication to all interior inspection doors and floor lids
Adjustment and lubrication to wiper shafts, arms and linkages
Adjustment and lubrications to door flaps
Ramps to removed, cleaned, inspected, repaired, lubricated/greased and refitted
Check interior and exterior condition of concertina
Repair and/replace damaged body panels

Chassis: 40000km Service	Optare Solo	Volvo-B12	Volvo-B7R	Volvo-B9L/A	Scania K250	Scania K310
	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
Change Oil filter/s	1	3	1	3	1	1
Change engine sump plug washer	0	1	1	1	1	1
Change engine Oil	21.5	45	30	40	34	34
Inspection kit (Scania only)	0	0	0	0	1	1
Change Fuel filter	1	2	2	2	1	1
Change Water separator/Water trap filter	1	1	1	1	1	1
Change Adblue filter	1	0	0	0	1	1
Change Air Filter (Optare only)	1	0	0	0	0	0
Change Air filter - inner (excluding Optares)	0	1	1	1	1	1
Change Air filter - outer (excluding Optares)	0	1	1	1	1	1
Change Gearbox oil (Voith only)	0	0	0	0	0	0
Change Gearbox filter (Voith only)	0	0	0	0	0	0
Check and top up gearbox oil (excluding Voith)	1	1	1	1	1	1
Brake test report	1	1	1	1	1	1
Check and top up differential oil	1	1	1	1	1	1
Steam clean chassis undercarriage	0	0	0	0	0	0
Washing of bus including cleaning up in the vicinity of the service and maintenance area	0	0	0	0	0	0
Engine oil sample	0	0	0	0	0	0

Body: 40000km Service
Adjustment and lubrication to roof hatches
Adjustments and lubrication to all inspection and locker doors
Adjustment and lubrication to front grill and rubber stoppers
Adjustment and lubrication to passenger and driver door hinges and shafts
Adjustment and lubrication to all interior inspection doors and floor lids
Adjustment and lubrication to wiper shafts, arms and linkages
Adjustment and lubrications to door flaps
Ramps to removed, cleaned, inspected, lubricated/greased repaired and refitted
Check interior and exterior condition of concertina
Repair and/replace damaged body panels

Chassis: 60000km Service	Optare Solo	Volvo-B12	Volvo-B7R	Volvo-B9L/A	Scania K250	Scania K310
	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
Change Oil filter/s	1	3	1	3	2	2
Change engine sump plug washer	0	1	1	1	1	1
Change engine Oil	21.5	45	30	40	35	35
Inspection kit (Scania only)	0	0	0	0	1	1
Change Fuel filter	1	2	2	2	1	1
Change Water separator/water trap filter	1	1	1	1	1	1
Change Adblue filter	1	1			1	1
Change Air filter (Optare)	1	0	0	0	0	0
Change Air filter - inner (excluding Optares)	0	1	1	1	1	1
Change Air filter - outer (excluding Optares)	0	1	1	1	1	1
Change Diff oil (every 30000km)	7	14	14	14	16	16
Change Gearbox sump plug washer (Volvo and Scania only)	0	1	1	1	1	1
Change Gearbox oil (Allison)	10	0	0	0	0	0
Change Gearbox filter (Allison)	1	0	0	0	0	0
Change Gearbox oil (Voith – every 120000Km)	0	23	23	23	0	0
Change Gearbox filter (Voith)	0	1	1	1	0	0
Change Gearbox oil (ZF-every 180000km)	0	24	24	24	15	15
Change Gearbox filter (ZF-every 180000km)	0	1	1	1	1	1
Change Air drier cart	1	1	1	1	1	1
Replace Thermostat	1	1	1	1	1	1
Change Power steering filter (Scania every 120000km)	1	1	1	1	1	1
Replace Radiator cap (Optare only)	1	0	0	0	0	0
Change Hydraulic oil (Scania every 120000km)	7	18	0	18	15	15
Change Hydraulic filter	1	1	0	1	1	1
Change Nipple (Volvo B12 only)	0	1	0	0	0	0
Change coolant filter (Volvo only)	0	1	0	1	0	0
Change engine belts (alternator belt/fanbelt/vbelt)	1	1	1	1	1	1

Chassis: 60000km Service	Optare Solo	Volvo-B12	Volvo-B7R	Volvo-B9L/A	Scania K250	Scania K310
	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity
Steam clean chassis undercarriage	1	1	1	1	1	1
Washing of bus including cleaning up in the vicinity of the service and maintenance area	1	1	1	1	1	1
Intercooler clean	1	1	1	1	1	1
Change tappet cover gasket/s	1	1	1	1	5	5
Check/adjust tappets						
Propshaft balancing	0	0	0	0	0	0
Radiator flush and replace anti-freeze – 250000Km / 6 Months (Volvo)	50	60	40	44	?	?
Hydraulic system turntable B9L Artic 250000Km	0	0	0	10		
Engine oil sample	1	1	1	1	1	1
Gearbox oil sample	1	1	1	1	1	1
Brake test report	1	1	1	1	1	1

Body: 60000km Service
Adjustment and lubrication to roof hatches
Adjustments and lubrication to all inspection and locker doors
Adjustment and lubrication to front grill and rubber stoppers
Adjustment and lubrication to passenger and driver door hinges and shafts
Adjustment and lubrication to all interior inspection doors and floor lids
Adjustment and lubrication to wiper shafts, arms and linkages
Adjustment and lubrications to door flaps
Ramps to removed, cleaned, inspected, repaired, lubricated/greased and refitted
Check interior and exterior condition of concertina
Repair and/replace damaged body panels

Optare solo lubricant specification chart			
Unit	Description	Volume	OEM Spec or approved equivalent
Engine	Cummins IsBE6.y Euro 5	19.5L including filter	Cummins CES 20.078, 15W/40 ACEA E5
Gearbox	Allison B2100	14L including filter	Allison TES 295, TES 468
Differential	Albion 7.2	8L	EP-C API GL-5
Power steering and Hydraulic fan	ZF-8090, PAS Fluid Dexron II	3.4L and 4L	Dexron II and Dexron III ATF
Anti-freeze		40L	Type NF, 50% ethylene glycol antifreeze
Grease		As required	NLG1 no2
Scania lubricant specification chart			
Unit	Description	Volume	OEM Spec or approved equivalent
Engine	Scania 250HP and 310HP Euro 5	35L	Scania engine oil LDF3 10W-40 (IBC)
Gearbox	ZF	15L	ATF Dexron type 11D SC ZF
Differential		16L	80W140 full synthetic
Power steering and Hydraulic fan			ATF DX11
Anti-freeze			Scania concentrate
Hydraulic fan			Scania LDF3,full synthetic 10w40
Volvo lubricant specification chart			
Unit	Description	Volume	OEM Spec or approved equivalent
Engine	VOLVO Engine oil VDS-3 or VDS-4.5	45L-30L	VOLVO VDS-3 Part number ZA3SHE85102465S 15W-40 (or VDS-4 or VDS-4.5 based on Fuel < 50ppm Sulphur content)
Gearbox Voith	Voith Transmission D864.5	23L	Voith H55.6336.xx
Gearbox ZF	ZF Transmission 6AP1400B		ZF TE-ML 20F, ZF TE-ML 20G
Differential	Axle Oil	14L	RS1228C Oil 85W-140 API-GL5
Power steering and Hydraulic fan	ATF Transmission oil	Volvo B7R – 24L	

Anti-freeze	Coolant	Volvo B12MA – 60L Volvo B7R – 40L Volvo B9L – 44L Volvo B9LA – 44L	Volvo COOLANT VCS-2
Grease			
ZF lubricant specification chart			
Unit	Description	Volume	OEM Spec or approved equivalent
Gearbox	Petronas lubricants international SDN BH, Kuala Lumpur/MY		Tutela Transmission ATF 120
Gearbox	Shell international petroleum comp.LTD, London/GB		Shell Spirax ATF ZM
Gearbox	ZF Friedrichshafen AG, Friedrichshafen/DE		ZF Ecofluid A Life

G.5 Maintenance Responsibility of ITS equipment

The VOC shall be responsible for maintaining the following on-board bus system/ITS equipment:

- External variable messaging display (EDD)
- Internal variable messaging display (EDD)
- Electronic Destination Display (EDD) controller
- Saloon Speakers
- Driver Speakers
- Driver panic alarm button
- Stop request system
- Auxiliary power supply system
- Main vehicle battery
- Driver's microphone

The VOC shall be able to test and replace the above equipment, as well as the power supply to the equipment without the assistance of the ITS equipment supplier. In case of an interface problem with any of the above listed equipment, the VOC shall assist the IT equipment supplier with fault finding.

The VOC will be required to notify and log callouts for other parties to attend to on-board ITS equipment that is not the responsibility of the VOC to maintain. These systems are:

- Bus-platform door system (except if interface with the bus door mechanism)
- CCTV system equipment
- ITS system equipment
- AFC system equipment

G.6 Livery And Decals for Vehicles (MyCiTi buses)

Livery and Decals for MyCiTi High Floor buses



12m Bus High Floor – Vehicle Livery, logo and contact decals

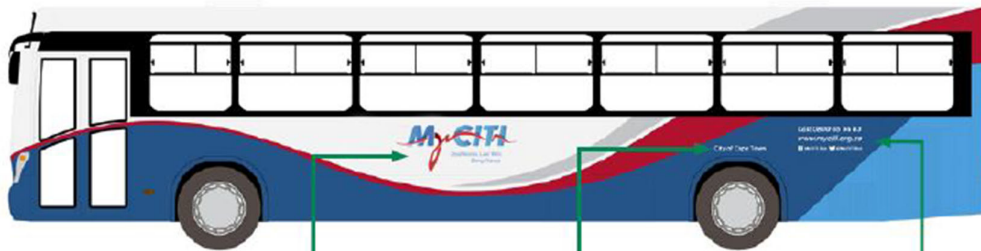


4. Contact Detail 1 filename:
4-Contact-Detail-1-B-C-SS_w942mm_x_h200mm

MyCITI Logo filename:
MyCITI_Logo_w1546mm_x_h594mm+25-bleed



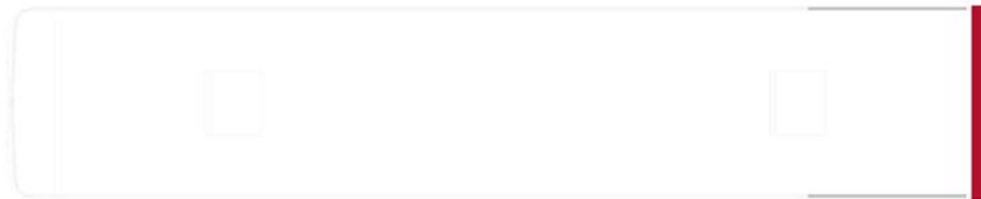
2. Info 1 filename:
2-MyCITI_Info_1_w420mm_x_h150mm



MyCITI Logo filename:
MyCITI_Logo_w1546mm_x_h594mm+25-bleed

6. CCT - Name Filename:
6-CCT-Name_w734mm_x_h88mm

5. Contact Detail 2 filename:
5-Contact-Detail-2-B-C-CS_w726mm_x_h280mm



Naming Convention:

5-Contact_Detail_2-BC-CS_w726mm_x_h280mm

5 - List Number

Contact Detail 2 = Decal Type

B-C= Bus Types (B + C)

CS = Curb Side

SS = Station Side

w726mm x h280mm = Width by Height in Millimetres



12m Bus High Floor decal specifications

No	Decal	Print Specifications	Width	Height	Placement	Units/ bus
1	Bus Number	Front decal full colour print prepped for reverse application to be applied behind glass. The other 3 decals full colour print, matt uv lamenent film and applied on the outside.	297mm	130mm	Front - top right on window Back - bottom left of wheelchair decal Curb side - panel after logo panel below window Station side - below small window on the panel	4
2	Info 1	Full colour print, rounded corners, matt UV lamenation on white matt vinyl	420mm	150mm	Back - bottom centre in between bus number and speed limit	1
4	Contact Detail 1 - SS	White Matt Cut Vinyl Lettering	942mm	200mm	Station side - below back window	1
5	Contact Detail 2 - CS	White Matt Cut Vinyl Lettering	726mm	280mm	Curb side - blue panel in between last 2 windows	1
6	CCT - Name BC	White Matt Cut Vinyl Lettering	734mm	88mm	Curb side - above back wheel	1
8	Step Decal 2	Full colour print on white matt vinyl	246mm	93mm	Top Step	1
9	Tap Info	Full colour print on white matt vinyl	148mm	210mm	On glass screen next to validator	1
10	Queries, etc. + Bus Number	Full colour print on white matt vinyl	297mm	210mm	Multiple Locations: <i>Refer to placement document</i>	3*
11	Passenger Certification	Full colour print on white matt vinyl	297mm	210mm	Below driver window on panel top center.	1
12	Disclaimer	Full colour print, rounded corners on white matt vinyl	140mm	75mm	Centered in between driver window and hatch	1
13	Emergency Stop	Full colour print, rounded corners on white matt vinyl	160mm	160mm	Below emergency stop button	3*
14	MyCITI Rules	Full colour print on white matt vinyl	297mm	420mm	Multiple Locations: <i>Refer to placement document</i>	4*
15	Overhead Handle	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	6*
16	Red Seat	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	4*
17	Emergency Hammer	Full colour print, rounded corners on white matt vinyl	80mm	75mm	Multiple Locations: <i>Refer to placement document</i>	2*
18	Wheel Chair User Stencil	White CNC Cut Perspex Screen, White Spraypaint	220mm	160mm	Multiple Locations: <i>Refer to placement document</i>	4*
19	Station Door	Full colour print, rounded corners on white matt vinyl	436mm	150mm	Multiple Locations: <i>Refer to placement document</i>	2*
20	Yellow Standing Area	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	3*
21	Wheel Chair	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	2*
22	Press To Get Off	Full colour print, rounded corners on white matt vinyl	75mm	30mm	Multiple Locations: <i>Refer to placement document</i>	12*
23	Luggage	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	4*



Exterior Decals



1. Bus Number



2. Info 1



3. Info 2

www.myciti.org.za



4. Contact Detail 1

Call 0800 65 64 63

www.myciti.org.za



5. Contact Detail 2

City of Cape Town

6. CCT - Name

Interior Decals



7. Step Decal 1



8. Step Decal 2



9. Tap Info



10. Queries, etc. + Bus Number



11. Passenger Certification



12. Disclaimer



13. Emergency Stop



14. MyCITI Rules



15. Overhead Handles



16. Red Seat



17. Emergency Hammer



18. Wheel Chair User Stencil



19. Station Door



20. Yellow Standing Area



21. Wheel Chair



22. Press To Get Off



23. Luggage



12m High Floor Bus Numbers: Exterior Front and Back



1. Bus Number: w 297mm x h 130mm



2. Info 1: w 420mm x h 150mm



1. Bus Number: w 297mm x h 130mm



2. Info 1: w 420mm x h 150mm



12m High Floor Bus Numbers: Sides



1. Bus Number: w 297mm x h 130mm



1. Bus Number: w 297mm x h 130mm



1. Bus Number: w 297mm x h 130mm



12m High Floor Bus – Interior Decals: Front



8. Step Decal: w 246mm x h 93mm



13. Emergency Stop: w 160mm x h 160mm

9. Tap Info: w 148mm x h 210mm



10. Queries, etc. + Bus Number: w 297mm x h 210mm



11. Passenger Certification: w 297mm x h 210mm



12. Disclaimer: w 140mm x h 75mm

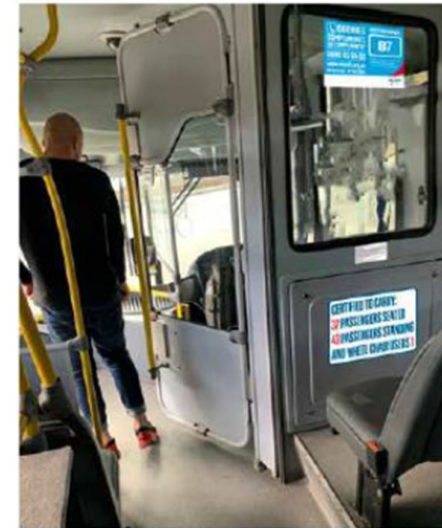
14. MyCiti Rules: w 297mm x h 420mm



14. MyCiti Rules: w 297mm x h 420mm (x1 decal – 1 side only)
13. Emergency Stop decal: w 160mm x h 160mm



8. Step Decal: w 246mm x h 93mm
9. Tap info: w 148mm x h 210mm



10. Queries, etc. + Bus Number: w 297mm x h 210mm
11. Passenger Certification decal: w 297mm x h 210mm
12. Disclaimer: w 140mm x h 75mm



12m High Floor Bus – Interior Decals: Station Boarding Areas



14. MyCITI Rules: w 297mm x h 420mm



10. Queries, etc. + Bus Number: w 297mm x h 210mm



19. Station Door: w 436mm x h 150mm



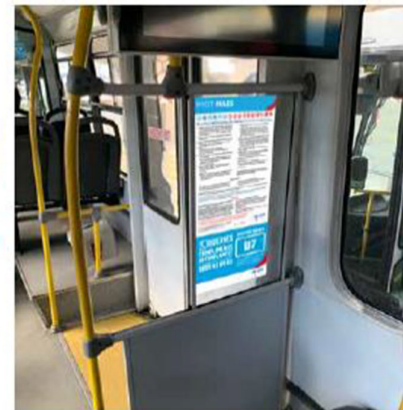
20. Yellow Standing Area: w 145mm x h 118mm



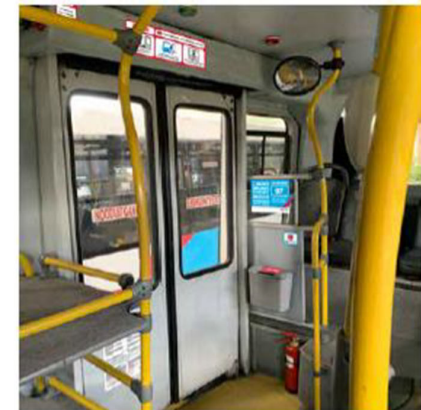
13. Emergency Stop: w 160mm x h 160mm



14. MyCITI Rules: w 297mm x h 420mm
20. Yellow Standing Area: w 145mm x h 118mm
19. Station Door: w 436mm x h 150mm



14. MyCITI Rules: w 297mm x h 420mm
10. Queries, etc. + Bus Number: w 297mm x h 210mm



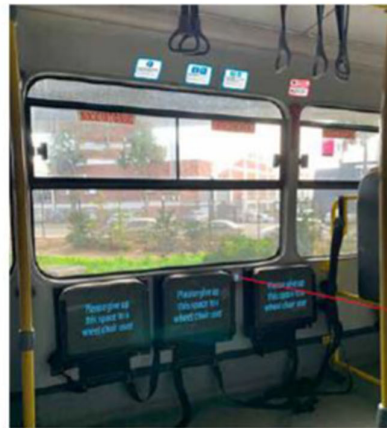
14. MyCITI Rules: w 297mm x h 420mm
10. Queries, etc. + Bus Number: w 297mm x h 210mm
20. Yellow Standing Area: w 145mm x h 118mm
19. Station Door: w 436mm x h 150mm



12m High Floor Bus – Interior Decals: Priority Seating



15. Overhead Handles: w 145mm x h 118mm
16. Red Seat: w 145mm x h 118mm



18. Wheel Chair User Stencil: w 200mm x h 200mm
16. Red Seat: w 145mm x h 118mm
15. Overhead Handles: w 145mm x h 118mm
17. Emergency Hammer: w 80mm x h 75mm



10. Queries, etc. + Bus Number:
w 297mm x h 210mm



16. Red Seat: w 145mm x h 118mm



21. Wheel Chair: w 145mm x h 118mm



22. Press to Get Off:
w 34mm x h 50mm



18. Wheel Chair User Stencil: w 200mm x h 200mm



14. MyCITI Rules: w 297mm x h 420mm



17. Emergency Hammer: w 80mm x h 75mm



15. Overhead Handles: w 145mm x h 118mm



18M HIGH FLOOR BUS VOLVO

18m High Floor – Vehicle livery, logo and contact detail decals



5. Contact Detail 2 filename:
5-Contact_Detail_2-A-SS_w602mm_x_h210mm

MyCITI Logo filename:
MyCITI_Logo_w1152mm_x_h441mm+25-bleed

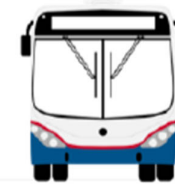


2. Info 1 filename:
2-MyCITI_Info_1_w420mm_x_h150mm

MyCITI Logo filename:
MyCITI_Logo_w1152mm_x_h441mm+25-bleed

5. Contact Detail 2 filename:
5-Contact-Detail-2-A-CS_w1092mm_x_h422mm

6. CCT - Name filename:
6-CCT-Name_A_w704mm_x_h84mm



File Naming Convention:
 5-Contact_Detail_2-A-CS_w1092mm_x_h422mm
 5 = List Number
 Contact Detail 2 = Decal Type
 A = Bus Type
 CS = Curb Side
 SS = Station Side
 w1092mm x h422mm = Width by Height in Millimetres



18m Bus High Floor decal specifications

No	Decal	Print Specifications	Width	Height	Placement	Units/ bus
1	Bus Number	Front decal full colour print prepped for reverse application to be applied behind glass. The other 3 decals full colour print, matt uv lamination film and applied on the outside.	297mm	130mm	Front - top right on window Back - bottom left of wheelchair decal Curb side - below small window on the panel before the consertina section Station side - below small window on the panel	4
2	Info 1	Full colour print, rounded corners, matt UV lamination on white matt vinyl	420mm	150mm	Back - bottom right above speed limit	1
5	Contact Detail 2-A - SS	White Matt Cut Vinyl Lettering	802mm	310mm	Station side - above back wheel	1
	Contact Detail 2-A - CS	White Matt Cut Vinyl Lettering	1092mm	422mm	Curb side - before back wheel	1
6	CCT - Name A	White Matt Cut Vinyl Lettering	704mm	84mm	Curb side - above back wheel	1
8	Step Decal 2	Full colour print on white matt vinyl	246mm	93mm	Top Step	1
9	Tap Info	Full colour print on white matt vinyl	148mm	210mm	On glass screen next to validator	1
10	Queries, etc. + Bus Number	Full colour print on white matt vinyl	297mm	210mm	Multiple Locations: <i>Refer to placement document</i>	6*
11	Passenger Certification	Full colour print on white matt vinyl	297mm	210mm	Below driver window on panel top center.	1
12	Disclaimer	Full colour print, rounded corners on white matt vinyl	140mm	75mm	Centered in between driver window and hatch	1
13	Emergency Stop	Full colour print, rounded corners on white matt vinyl	160mm	160mm	Next to emergency stop button	3*
14	MyCITI Rules	Full colour print on white matt vinyl	297mm	420mm	Multiple Locations: <i>Refer to placement document</i>	4*
15	Overhead Handle	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	12*
16	Red Seat	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	8*
17	Emergency Hammer	Full colour print, rounded corners on white matt vinyl	80mm	75mm	Multiple Locations: <i>Refer to placement document</i>	4*
18	Wheel Chair User Stencil	White CNC Cut Perspex Screen, White Spraypaint	220mm	160mm	Multiple Locations: <i>Refer to placement document</i>	6*
19	Station Door	Full colour print, rounded corners on white matt vinyl	436mm	150mm	Multiple Locations: <i>Refer to placement document</i>	2*
20	Yellow Standing Area	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	6*
21	Wheel Chair	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	4*
22	Press To Get Off	Full colour print, rounded corners on white matt vinyl	75mm	30mm	<i>Refer to placement document</i>	6*
23	Luggage	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: <i>Refer to placement document</i>	4*

Exterior Decals



1. Bus Number



2. Info 1



3. Info 2

www.myciti.org.za



4. Contact Detail 1

Call 0800 65 64 63

www.myciti.org.za



5. Contact Detail 2

City of Cape Town

6. CCT - Name

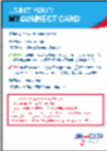
Interior Decals



7. Step Decal 1



8. Step Decal 2



9. Tap Info



10. Queries, etc. + Bus Number



11. Passenger Certification



12. Disclaimer



13. Emergency Stop



14. MyCiTi Rules



15. Overhead Handles



16. Red Seat



17. Emergency Hammer



18. Wheel Chair User Stencil



19. Station Door



20. Yellow Standing Area



21. Wheel Chair



22. Press To Get Off



23. Luggage



18m High Floor Bus Numbers



1. Bus Number: w 297mm x h 130mm



2. Info 1: w 420mm x h 150mm

A5

1. Bus Number: w 297mm x h 130mm



2. Info 1: w 420mm x h 150mm

Call 0800 65 64 63
www.myciti.org.za

MyCITI Bus @MyCITIBus

5. Contact Detail 2 filename:
Contact_Detail_2-A-SS_w802mm_x_h310mm

Call 0800 65 64 63
www.myciti.org.za

MyCITI Bus @MyCITIBus

5. Contact Detail 2 filename:
Contact_Detail_2-A-CS_w1092mm_x_h422mm

City of Cape Town

6. CCT - Name filename:
CCT-Name_A_w704mm_x_h94mm



1. Bus Number: w 297 mm x h 130 mm



18m High Floor Bus – Interior Decals: Front



8. Step Decal 2: w 246mm x h 93mm



13. Emergency Stop: w 160mm x h 160mm

9. Tap Info: w 148mm x h 210mm



10. Queries, etc. + Bus Number: w 297mm x h 210mm



11. Passenger Certification: w 297mm x h 210mm

14. MyCiti Rules: w 297mm x h 420mm



9. Disclaimer: w 140mm x h 75mm

15. Overhead Handles: w 145mm x h 118mm



8. Step decal 2: w 246mm x h 93mm
9. Tap Info: w 148mm x h 210mm



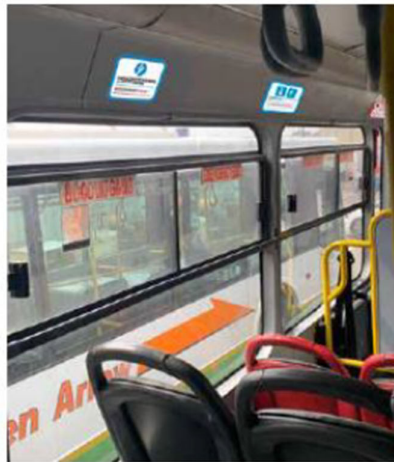
10. Queries, etc. + Bus Number: w 297mm x h 210mm
11. Passenger Certification: w 297mm x h 210mm
12. Disclaimer: w 297mm x h 210mm
15. Overhead Handles: w 145mm x h 118mm



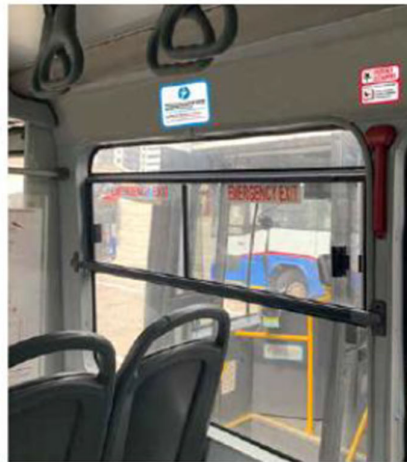
14. MyCiti Rules: w 297mm x h 420mm (x1 decal – 1 side only)
13. Emergency Stop: w 160mm x h 160mm



18m High Floor Bus – Interior Decals



15. Overhead Handles: w 145mm x h 118mm
 16. Red Seat: w 145mm x h 118mm
 17. Emergency Hammer: w 80mm x h 75mm



15. Overhead Handles: w 145mm x h 118mm
 17. Emergency Hammer: w 80mm x h 75mm



16. Red Seat: w 145mm x h 118mm



15. Overhead Handles: w 145mm x h 118mm



17. Emergency Hammer: w 80mm x h 75mm

18m High Floor Bus – Interior Decals: Rear Curb Side



14. MyCITI Rules: w 297mm x h 420mm



10. Queries, etc. + Bus Number: w 297mm x h 210mm



19. Station door: w 436mm x h 150mm



20. Yellow Standing Area: w 145mm x h 118mm



14. MyCITI Rules: w 297mm x h 420mm
10. Queries, etc. + Bus Number: w 297mm x h 210mm
20. Yellow Standing Area: w 145mm x h 118mm



14. MyCITI Rules: w 297mm x h 420mm
10. Queries, etc. + Bus Number: w 297mm x h 210mm
20. Yellow Standing Area: w 145mm x h 118mm



18m High Floor Bus – Interior Decals: Station Boarding Areas



14. MyCiTi Rules: w 297mm x h 420mm



10. Queries, etc. + Bus Number: w 297mm x h 210mm



19. Station door: w 436mm x h 150mm



20. Yellow Standing Area: w 145mm x h 118mm



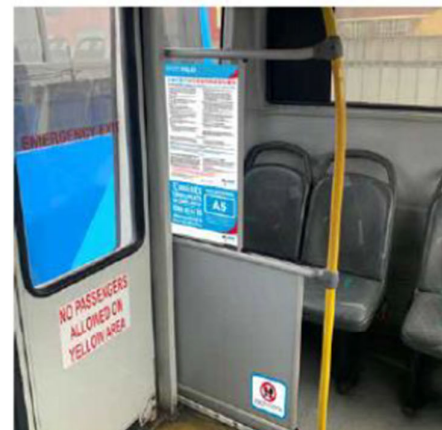
13. Emergency Stop: w 160mm x h 160mm



14. MyCiTi Rules: w 297mm x h 420mm
10. Queries, etc. + Bus Number: w 297mm x h 210mm
20. Yellow Standing Area: w 145mm x h 118mm
19. Station door: w 436mm x h 150mm
13. Emergency Stop: w 160mm x h 160mm



14. MyCiTi Rules: w 297mm x h 420mm
10. Queries, etc. + Bus Number: w 297mm x h 210mm



MyCiTi Rules: w 297mm x h 420mm
Queries, etc. + Bus Number: w 297mm x h 210mm
Yellow Standing Area: w 145mm x h 118mm
Station door: w 436mm x h 150mm



18m High Floor Bus – Interior Decals: Priority Seating Areas



17. Emergency hammer: w 80mm x h 75mm



15. Overhead Handles: w 145mm x h 118mm



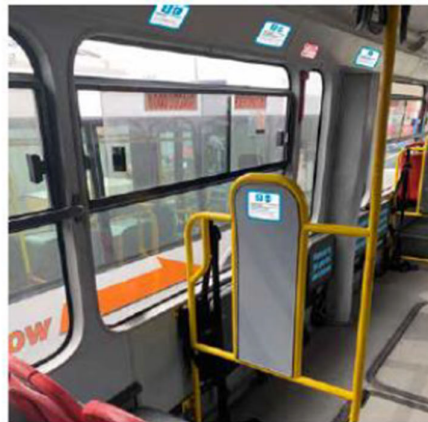
16. Red Seat: w 145mm x h 118mm



21. Wheel chair: w 145mm x h 118mm



18. Wheel Chair User Stencil: w 220mm x h 160mm



17. Emergency hammer: w 80mm x h 75mm
15. Overhead Handles: w 145mm x h 118mm
16. Red Seat: w 145mm x h 118mm
21. Wheel chair: w 145mm x h 118mm



17. Emergency hammer: w 80mm x h 75mm
15. Overhead Handles: w 145mm x h 118mm
16. Red Seat: w 145mm x h 118mm



18. Wheel Chair User Stencil: ±w 200mm x h 200mm
16. Red Seat: w 145mm x h 118mm



18m High Floor Bus – Interior Decals: Demarcated Areas and Items



15. Overhead Handles: w 145mm x h 118mm
17. Emergency Hammer: w 80mm x h 75mm



20. Yellow Standing Area: w 145mm x h 118mm



17. Emergency Hammer: w 80mm x h 75mm



15. Overhead Handles: w 145mm x h 118mm



20. Yellow Standing Area: w 145mm x h 118mm

Livery and Decals for MyCiTi 9M buses



9m Bus – Vehicle livery, logo and contact detail decals



5. Contact Detail 2 filename:
5-Contact-Detail-2_D-SS_w735mm_x_h285mm_FA

MyCITI Logo filename:
MyCITI_Logo_w655mm_x_h250mm+7-bleed



MyCITI Logo filename:
MyCITI_Logo_w655mm_x_h250mm+7-bleed

6. CCT - Name filename:
6-CCT-Name_D_w733mm_x_h88mm_FA

5. Contact Detail 2 filename:
5-Contact-Detail-2_D-CS_w735mm_x_h285mm_FA



2. Info 1 filename:
2-MyCITI_Info_1_w420mm_x_h150mm



9m Bus Decal Specifications

No	Decal	Print Specifications	Width	Height	Placement	Units/ bus
1	Bus Number	Front decal full colour print prepped for reverse application to be applied behind glass. The other 3 decals full colour print, matt uv lamination film and applied on the outside.	297mm	130mm	Front - top right on window	4
					Back - bottom left of wheelchair decal	
					Curb side - bottom right on second window black section	
					Station side - middle panel top right	
2	Info 1	Full colour print, rounded corners, matt UV lamination on white matt vinyl	420mm	150mm	Back - bottom centre in between bus number and speed limit	1
5	Contact Detail 2 - SS	White Matt Cut Vinyl Lettering	735mm	284mm	Station side - last dark blue panel	1
	Contact Detail 2 - CS	White Matt Cut Vinyl Lettering	735mm	284mm	Curb side - before middle panel top right before back wheel	1
6	CCT - Name D	White Matt Cut Vinyl Lettering	735mm	88mm	Curb side - above back wheel	1
7	Step Decal 1	Full colour print on white matt vinyl	145mm	118mm	Bottom of Driver door. Refer to document.	1
9	Tap Info	Full colour print on white matt vinyl	148mm	210mm	Driver door. Refer to document.	1
10	Queries, etc. + Bus Number	Full colour print on white matt vinyl	297mm	210mm	Multiple Locations: Refer to placement document	2*
12	Disclaimer	Full colour print, rounded corners on white matt vinyl	140mm	75mm	Centered in between driver window and hatch	1
13	Emergency Stop	Full colour print, rounded corners on white matt vinyl	160mm	160mm	Next to emergency stop button	3*
14	MyCITI Rules	Full colour print on white matt vinyl	297mm	420mm	Multiple Locations: Refer to placement document	4*
15	Overhead Handle	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: Refer to placement document	6*
16	Red Seat	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: Refer to placement document	4*
17	Emergency Hammer	Full colour print, rounded corners on white matt vinyl	80mm	75mm	Multiple Locations: Refer to placement document	2*
18	Wheel Chair User Stencil	White CNC Cut Perspex Screen, White Spraypaint	220mm	160mm	Multiple Locations: Refer to placement document	4*
19	Station Door	Full colour print, rounded corners on white matt vinyl	436mm	150mm	Multiple Locations: Refer to placement document	1*
20	Yellow Standing Area	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: Refer to placement document	1*
21	Wheel Chair	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: Refer to placement document	2*
22	Press To Get Off	Full colour print, rounded corners on white matt vinyl	75mm	30mm	Multiple Locations: Refer to placement document	6*
23	Luggage	Full colour print, rounded corners on white matt vinyl	145mm	118mm	Multiple Locations: Refer to placement document	2*

Exterior Decals



1. Bus Number



2. Info 1



3. Info 2

www.myciti.org.za



4. Contact Detail 1

Call 0800 65 64 63

www.myciti.org.za



5. Contact Detail 2

City of Cape Town

6. CCT - Name

Interior Decals



7. Step Decal 1



8. Step Decal 2



9. Tap Info



10. Queries, etc. + Bus Number



11. Passenger Certification



12. Disclaimer



13. Emergency Stop



14. MyCiTi Rules



15. Overhead Handles



16. Red Seat



17. Emergency Hammer



18. Wheel Chair User Stencil



19. Station Door



20. Yellow Standing Area



21. Wheel Chair



22. Press To Get Off



23. Luggage



9m Bus Numbers



1. Bus Number: w 297mm x h 130mm



2. Info 1: w 420mm x h 150mm

D149

1. Bus Number: w 297mm x h 130mm



1. Bus Number: w 297 mm x h 130 mm



1. Bus Number: w 297 mm x h 130 mm

FOR INFO CALL
0800 65 64 63

2. Info 1: w 420mm x h 150mm



9m Bus – Interior Decals



7. Step Decal 1:
w 145mm x h 118mm



20. Yellow Standing Area:
w 145mm x h 118mm



9. Tap info:
w 148mm x h 210mm



21. Wheel Chair:
w 145mm x h 118mm



10. Queries, etc. + Bus Number:
w 297mm x h 210mm



18. Wheel Chair User Stencil:
±w 200mm x h 200mm



12. Disclaimer:
w 140mm x h 75mm



14. MyCiti Rules:
w 297mm x h 420mm



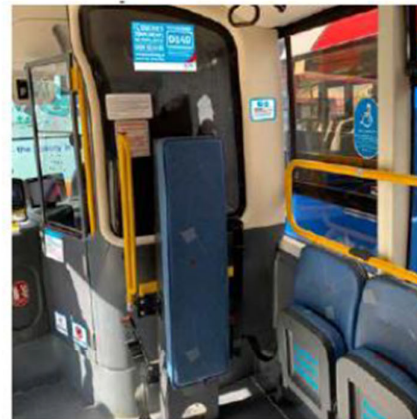
22. Press To Get Off:
w 34mm x h 50mm



7. Step Decal 1: w 145mm x h 118mm
20. Yellow Standing Area: w 145mm x h 118mm



14. MyCiti Rules: w 297mm x h 420mm



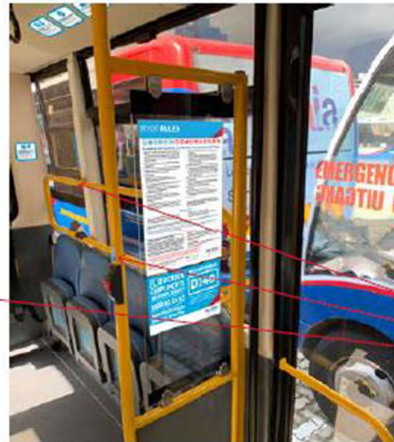
9. Tap Info: w 148mm x h 210mm
7. Step Decal 1: w 145mm x h 118mm
20. Yellow Standing Area: w 145mm x h 118mm
10. Queries, etc. + Bus Number: w 297mm x h 210mm
12. Disclaimer: w 140mm x h 75mm
18. Wheel Chair User Stencil: w 220mm x h 160mm



9m Bus – Interior Decals



18. Wheel Chair User Stencil: w 220mm x h 160mm
 16. Red Seat: w 145mm x h 118mm
 15. Overhead Handle: w 145mm x h 118mm
 17. Emergency Hammer: w 80mm x h 75mm
 13. Emergency Stop: w 80mm x h 75mm
 20. Yellow Standing Area: w 145mm x h 118mm



18. Wheel Chair User Stencil: w 220mm x h 160mm
 16. Red Seat: w 145mm x h 118mm
 15. Overhead Handle: w 145mm x h 118mm
 10. Queries, etc. + Bus Number: w 297mm x h 210mm
 14. MyCiti Rules: w 297mm x h 420mm
 21. Wheel Chair: w 145mm x h 118mm



22. Press To Get Off:
 w 34mm x h 50mm



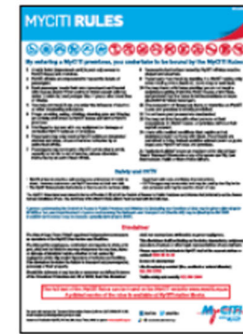
10. Queries, etc.
 + Bus Number:
 w 297mm x h 210mm



18. Wheel Chair User Stencil:
 w 220mm x h 160mm



13. Emergency Stop:
 w 160mm x h 160mm



14. MyCiti Rules:
 w 297mm x h 420mm



17. Emergency Hammer:
 w 80mm x h 75mm



21. Wheel Chair:
 w 145mm x h 118mm



15. Overhead Handle:
 w 145mm x h 118mm



20. Yellow Standing Area:
 w 145mm x h 118mm



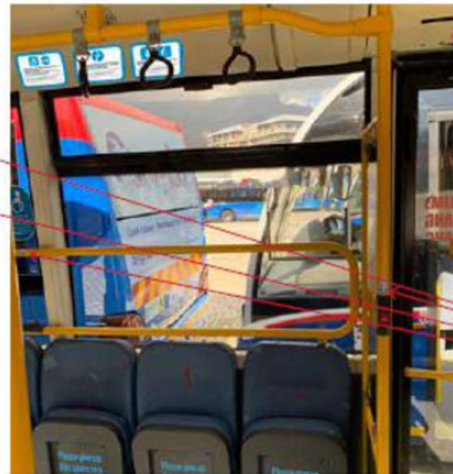
16. Red Seat:
 w 145mm x h 118mm



9m Bus – Interior Decals



16. Red Seat: w 145mm x h 118mm
(Placed on Overhead Panel above
22. Press To Get Off: TBC



21. Wheel Chair: w 145mm x h 118mm
16. Red Seat: w 145mm x h 118mm
15. Overhead Handle: w 145mm x h 118mm
22. Press To Get Off: w 34mm x h 50mm
18. Wheel Chair User Stencil: w 220mm x h 160mm



21. Wheel Chair:
w 145mm x h 118mm



15. Overhead Handle:
w 145mm x h 118mm



20. Yellow Standing Area:
w 145mm x h 118mm



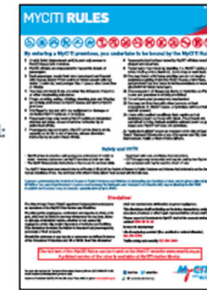
16. Red Seat:
w 145mm x h 118mm

Please give up
this space to a
wheel chair user

18. Wheel Chair User Stencil:
w 220mm x h 160mm



17. Emergency Stop:
w 160mm x h 160mm



14. MyCITI Rules:
w 297mm x h 420mm



22. Press To Get Off:
w 34mm x h 50mm



10. Queries, etc.
+ Bus Number:
w 297mm x h 210mm



9m Bus – Interior Decals



Queries, etc. + Bus Number decal: w 297mm x h 210mm

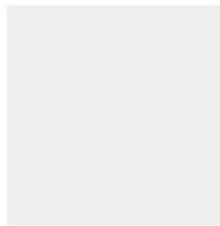


Queries, etc. + Bus Number decal:
w 297mm x h 210mm



Specifications

MyCiTi Bus Colours



Base Paint Colour
Pantone 427 C



Vinyl Livery Colour (red ribbon – sides)
Pantone 186 C
Vinyl Match
Standex Ral Vinyl System
3002
Carmine Red



Rear Area Paint Colour
Pantone 299 C
Vinyl Match
Standex Ral Vinyl System
5015
Sky Blue



Vinyl Livery Colour (grey ribbon – sides)
Pantone 428 C
Vinyl Match
Standex Ral Vinyl System
7040
Window Grey



Bottom Front and Sides Area Paint Colour
Pantone 7462 C
Vinyl Match
Standex Ral Vinyl System
5010
Gentian Blue



Exterior Decal Overview

1. Bus Number: w 297mm x h 130mm



Decal #1 Substrate & Finishes:

Front of bus – positioned on the inside as indicated on page 3.
 1 decal reverse applied self adhesive CMYK digitally printed white vinyl.
 Sides of bus – positioned on the sides as indicated on page 4.
 2 decals CMYK printed on matt white vinyl with clear matt UV lamination film on top.

2. Info 1: w 420mm x h 150mm



Decal #2 Substrate & Finishes:

Back of bus – positioned as indicated on page 3.
 1 decal CMYK printed on matt white vinyl with clear matt UV lamination film on top and laser/kiss cut rounded corners.

5. Contact Detail 2 (x2 sizes):

Call 0800 65 64 63
www.myciti.org.za



Decal #5 Substrate & Finishes:

Sides of bus – positioned on the sides as indicated on page 4.
 2 sets matt white vinyl cut lettering.

6. CCT - Name: w 704mm x h 84mm

City of Cape Town

Decal #6 Substrate & Finishes:

Side of bus – positioned on the side as indicated on page 4.
 matt white vinyl cut lettering.

MyCiTi Logos: w 1152mm x h 441mm



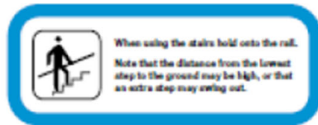
MyCiTi Logo Substrate & Finishes:

To be supplied upon request.
 Side of bus – positioned on the side as indicated on page 4.
 CMYK printed on matt white vinyl with clear matt UV lamination film on top.



Interior Decal Overview

8. Step Decal 2: w 246mm x h 93mm



Decal #8 Substrate & Finishes:

Positioned on the sides as indicated on page 5.
1 decal per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.

9. Tap Info: w 148mm x h 210mm



Decal #9 Substrate & Finishes:

Positioned on the sides as indicated on page 5.
1 decal per bus CMYK printed on matt white vinyl, long lasting adhesive required.

11. Passenger Certification: w 297mm x h 210mm



Decal #11 Substrate & Finishes:

Positioned on the sides as indicated on page 5.
1 decal per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.

10. Queries, etc. + Bus Number: w 297mm x h 210mm



Decal #10 Substrate & Finishes:

Positioning indicated on multiple areas, refer to pages 5-11.
Multiple decals per bus CMYK printed on matt white vinyl, long lasting adhesive required. Bus number specific as displayed above.



Interior Decal Overview

12. Disclaimer: w 140mm x h 75mm



Decal #12 Substrate & Finishes:

Positioned on the sides as indicated on page 5.
 1 decal per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.

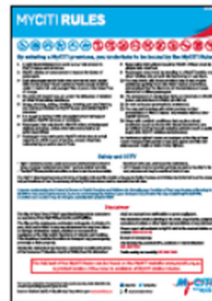
13. Emergency Stop: w 160mm x h 160mm



Decal #13 Substrate & Finishes:

Positioning indicated on multiple areas,
 Multiple decals per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.

14. MyCiTi Rules: w 297mm x h 420mm



Decal #14 Substrate & Finishes:

Positioning indicated on multiple areas,
 Multiple decals per bus CMYK printed on matt white vinyl, long lasting adhesive required.

15. Overhead Handles: w 145mm x h 118mm



Decal #15 Substrate & Finishes:

Positioning indicated on multiple areas,
 Multiple decals per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.



Interior Decal Overview

16. Red Seat: w 145mm x h 118mm



Decal #16 Substrate & Finishes:

Positioning indicated on multiple areas, . Multiple decals per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.

17. Emergency Hammer: w 80mm x h 75mm



Decal #17 Substrate & Finishes:

Positioning indicated on multiple areas, Multiple decals per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.

18. Wheel Chair User Stencil: w 220mm x h 160mm



Decal #18 Substrate & Finishes:

Positioning indicated on multiple areas, Perspex/PVC/Acrylic Stencil and white spraypaint.

19. Station door: w 436mm x h 150mm



Decal #19 Substrate & Finishes:

Positioning indicated above station doors, x2 decals per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.



Interior Decal Overview

20. Yellow Standing Area: w 145mm x h 118mm



Decal #20 Substrate & Finishes:

Positioning indicated on multiple areas, Multiple decals per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.

21. Wheel Chair: w 145mm x h 118mm



Decal #21 Substrate & Finishes:

Positioning indicated on multiple areas, Multiple decals per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.

22. Press To Get Off: w 34mm x h 50mm



Decal #22 Substrate & Finishes:

Positioning above red buzzer/bell buttons. Multiple decals per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.

23. Luggage: w 145mm x h 118mm



Decal #23 Substrate & Finishes:

Positioning as close to luggage placement areas. Multiple decals per bus laser/kiss/router cut rounded corners, CMYK printed on matt white vinyl, permanent self-adhesive required.



G.7 Typical CCT Vehicle Technical Inspections Sheet

ANNEXURE M: COCT VEHICLE TECHNICAL INSPECTION SHEET						Version 2.0
OPERATOR:			DATE:			
FLEET NUMBER:			MAKE & MODEL:			
REGISTRATION NUMBER:			LICENSE/C.O.F EXPIRY DATE:			
WHERE INSPECTION OCCURRED:			ODOMETER READING:			
SIGNATURE OF TESTER:			SIGNATURE OF OPERATOR:			
Status Box : Checked – Ok <input type="checkbox"/> Checked – Action required x (RHS-Drivers side and LHS-Passenger side)						
	FRONT EXTERIOR	Status Box	REMARKS	REAR EXTERIOR	Status Box	REMARKS
	Front Bumper Condition			Rear Bumper Condition		
	Grill & Hinges			Tail Lights (No.36)		
	Front Body & Dome			Stop Lights (No.36)		
	Head Lights (No.32)			Number Plate Light		
	Park Lights (No.32)			Indicator / Hazard Lights (No.36)		
	Indicator/Hazard Lights (No.32)			Marker Lights		
	Marker Lights			Rear Window Condition (No.39)		
	Wiper & Wiper Blade Condition			Rubber Beadings		
	Front Windscreens (No.6)			Body Panels Loose		
	Rubber Beadings			Accident Damage		
	Number Plate Secure (SABS)			Chevron / Reflectors (No.27)		
	Body Panel loose			Interior and Exterior		REMARKS
	Accident Damage			Paint condition		
DRIVERS CAB INTERIOR			REMARKS	Handrails (Steps & Saloon)		
	Driver's Door / Air Vent (No.37)			Passenger Step Light		
	Manufacturer's Data Plate (Reg 245)			Bonnet Catches / Engine Cover Seals		
	Drivers Seat (No.38)			Engine Cover Seals		
	Drivers Seat belt			Seated and Standing Passengers		
	Driver's Door lock			- Clearly displayed (No.30)		
	Function of All Gauges			Passenger Seats, belts & Frames		
	Switch Function - Park /Head Lights			Ceiling Panels		
	Switch Function - Indicators/Hazards			Electrical Wiring & Wire Cover		
	Bus Hooter			Dust / Water Proofing		
	Demister			Emergency Exit & Stickers (No.28)		
	Low Pressure Buzzer/Warning light			Floors & Floor Cover		
	Max. Air Pressure (No.20)			Saloon Lights Function		
	Fire Extinguisher Validity (No.29)			Passenger Bell		
	Fire Extinguisher Bracket			Trap Door		
	Emergency Triangle (No.29)			Emergency exit buttons and button covers		
	Interior Mirror			Emergency exit hammers		
	Gear Lever / Linkage / Boot			Constina		
	Air-conditioning			Vehicle branding / livery		
	Sun Visor					
RIGHT HAND SIDE EXTERIOR			REMARKS	LEFT HAND SIDE EXTERIOR		REMARKS
	Mirror Secure / Cracked (No.6)			Mirror Secure / Cracked (No.6)		
	Passenger Doors			Passenger Doors (No.7)		
	Windows Condition (No.39)			Windows Condition (No.39)		
	Window sliders and clips			Window sliders and clips		
	Fuel cap firmly closed/sealed			Rubber Beadings / Frames		
	Rubber Beadings / Frames			Body Panels Loose		
	Body Panel loose			Accident Damage		
	Accident Damage					
UNDER BODY / TECHNICAL						
BRAKE SYSTEM			REMARKS	REMARKS		
	Air Leaks (No.21)			Front Tyres Condition (No.1-5)		
	Brake Disc (No.22)			Front Axle (No.33)		
	Brake Pads			Front Shockabsorbers (No.17)		
	Hand Brake (No.25)			Front Springs/Airbags Condition (No.8)		
	Retarder (if fitted) (No.26)			Engine Mountings (No.40)		
STEERING			REMARKS	Gearbox Mountings (No.40)		
	Steering Drag Link (No.14)			Exhaust Mountings		
	Steering Tie Rod Ends (No.14)			Exhaust Down/Intermediate/Tail Pipe		
	Steering Box Oil Leak (No.35)			Exhaust Silencer		
	Steering Hydraulic Pipes (No.15)			Engine Oil Leaks (No.35)		
	Steering Wheel Stops (No.18)			Water Leaks (Cooling) (No.35)		
OTHER			REMARKS	Gearbox Oil Leak (No.35)		
	Torsion Bar Condition			Rear Axle Oil Leak (No.35)		
	Air Compressor (Pumping Oil, etc)			Fuel Leaks (No.35)		
	Air Tanks Loose / Drain			Fuel Tank Straps / Brackets		
	Air/Fuel Piping Secured / Condition			Rear Tyres Condition (No. 1-5)		
	Electrical Wiring & Wiring Looms			Rear Shockabsorbers/Airbags (No.17)		
	Chassis and / or Cross Members			Rear Springs Condition (No.8)		
	- Cracked / Broken (No.31)			"U" Bolts (All Axles) (No.9)		
	Propshaft Hangers / Universal			Wheel flaps / Mud guards		
	- Joints / Flanges (No.10)					

G.8 Typical 2500 km inspection checklist

FLEET NUMBER	DATE / TIME IN
REG NUMBER	ARTISAN
LICENCE EXP	FOREMAN
COR EXP	VOC
DEPOT	DATE / TIME COMPLETED

ENGINE	S	TYRES	S	STEERING SYSTEM	S
Check oil level		Check tyre condition		Check complete steering system (under-carriage)	
Check for leaks		Check wheel nut indicators		Check oil levels	
Check belts		Check wheel nuts			
		BRAKES		ELECTRICAL SYSTEM	
COOLING SYSTEM		Check brake operation		Check all exterior lights	
Check coolant level				Check interior lights	
		SUSPENSION		Check for any warning lights	
TRANSMISSION		Check air bags for leaks		Check de-mister operation	
Check oil level		Check shock absorbers		Check wipers	
Check for leaks		Check suspension bolts		Check hooter	
Check selector					
		DRIVER CABIN			
DIFFERENTIAL		Check steering wheel			
Check oil level		Check driver seat and functionality			
Check for oil leaks		Check pedal pads			
		Check driver door lock			
BODY		SAFETY EQUIPMENT		OTHER (by Artisan)	
Check body panels for damage and corrosion		Check fire extinguisher validity			
Check paint condition (faded/paint runs/peeling)		Check fire extinguisher bracket			
Check all exterior and interior decals (branding)		Check emergency triangle			
Check chevron and reflector stickers		Check emergency exit button covers			
Check mirror mountings and mirrors		Check emergency exit button			
Check number plate secure		Check emergency exit hammers			
Check all windows, window sliders and window clips					
Check door operation					
Check ramp operation					
Check seat mountings and frames					
Check seat covers					
Check safety belts					
Check handrails and hand grips					
Check ceiling and panels					
Check roof hatch					
Check floor and non-slip areas					
Check bonnet lift shocks					
Check interior and exterior condition of concertina					

Key:

Status box (S)	Checked – ok	<input type="checkbox"/>	Checked – action required	<input checked="" type="checkbox"/>
------------------	--------------	--------------------------	---------------------------	-------------------------------------

ARTISAN COMMENTS

ENGINE	
COOLING SYSTEM	
TRANSMISSION	
DIFFERENTIAL	
STEERING SYSTEM	
TYRES	
BRAKES	
ELECTRICAL	
SUSPENSION	
DRIVER CABIN	
BODY	
OTHER	

INSPECTED BY (SIGNATURE AND DATE)	
VOC SUPERVISOR (SIGNATURE AND DATE)	

Appendix H Insurance

The purpose of this Appendix is to provide guidance around the contractual structuring and modalities that will be required, and in particular to account for distinctions between fixed assets as well as movable assets, and the associated insurance obligations, risks and accountability required by the parties.

H.1 Public Liability Insurance: City-Owned Vehicles (Buses) & City-Owned Assets (Depots, Staging Areas and Stations)

The City shall effect and maintain Public Liability insurance cover for its own Assets and Liabilities, which will include cover in relation to the operation of the City-Owned Vehicles (MyCiTi Buses) and related City-Owned Assets (Depots, Staging Areas and Stations).

Such Public Liability insurance shall provide cover in respect of loss or damage suffered to property, or injury or death to any person, resulting from any negligent act or omission by the City and/or any of its employees in connection with the operation of City-Owned Vehicles and City-Owned Assets.

The aforementioned insurance cover shall subsist for the full duration of the contract (and where appropriate shall be adjusted annually).

The City shall be liable for and pay the annual premium in respect of such insurance.

The process for Public Liability insurance claims does not lie solely within the control of the City. It is imperative that the process for Public Liability claims (reporting of incidents together with any relevant claims information) is dealt with expeditiously and within the applicable time frames to ensure an efficient claims process and to ensure that service delivery and the provision of public transport services are not compromised or adversely affected.

In order to provide clarity, the process for reporting and filing of all incidents for purposes of an insurance claim must be attended to by the Operator within 48 hours from the date of incident, whilst all insurance claims must be properly **submitted to the City's Insurance Section** within a **period of 45 Calendar Days**. It must be noted that neither the City, nor the Insurer owes an absolute duty to finalise claims promptly, owing to the fact that claims differ in nature, complexity, value, etc. However, all claims will be promptly attended to and finalised as soon as reasonably practicable to the City or to the Insurer.

Accordingly, the Operator shall ensure that it has the necessary internal administrative capacity to ensure that the process for the finalisation of claims is attended to.

H.2 Public Liability Insurance: Operator-Owned Vehicles & Operator-Owned Assets (Depots, Staging Areas and Stations)

The Operator shall effect and maintain its own Public Liability insurance in relation to the operation of Operator-Owned vehicles and Operator-Owned Assets, and in the provision of the Services thereto.

Such Public Liability insurance shall provide cover in respect of loss or damage suffered to property, or injury or death to any person, resulting from any negligent act or omission by the Operator, its employees, and/or their agents and their employees in connection with the operation of Operator-Owned Vehicles and Operator-Owned Assets.

The City shall be a named co-insured party under such Public Liability insurance policy. The aforementioned insurance cover shall have a minimum limit of indemnity of R50million and shall subsist for the full duration of the contract (and where appropriate shall be adjusted annually).

The Operator shall be liable for and pay all premiums and applicable excesses/deductibles in respect of such insurance. The Operator shall provide proof of such insurance to the City on an annual basis, or on a date agreed to in the principal agreement between the Parties.

The Operator shall have a duty of care to ensure that the delivery of public transport services is consistent. The Operator shall be liable for all claims under its own Public Liability insurance policy. The Operator shall

also be liable for any claims which are repudiated by either the Operator's Insurer, or the City's Insurer/s due to any act or omission of the Operator, its employees, and/or their agents and their employees in relation to the operation of Operator-Owned Vehicles and Operator-Owned Assets, and in the provision of the Services thereto.

It is imperative that the process for Public Liability insurance claims (reporting of incidents together with any relevant claims information) is dealt with expeditiously and within the applicable time frames stipulated by the Operator's Insurer in order to ensure that service delivery and the provision of public transport services are not compromised or adversely affected.

Accordingly, the Operator shall ensure that it has the necessary internal administrative capacity to ensure that the process for the finalisation of claims is attended to.

The Operator shall ensure that the City is kept advised around all insurance claims processing that it undertakes during the subsistence of this agreement, in order for the City and the Operator to jointly develop mitigation measures, should there be potential adverse impacts on service delivery due to insurance-related issues.

H.3 Comprehensive Motor Insurance: City-Owned Vehicles (MyCiTi buses)

The City shall effect and maintain full Comprehensive Vehicle insurance cover (which will include Third Party and Passenger Liability) in respect of City-Owned Vehicles, including, but not limited to, all windows and/or glass and any Third-Party installations, provided that such Third-Party installations are not insured by the Third Party.

The City shall be liable for and pay all premiums in respect of such insurance.

The Operator shall be liable for and pay the applicable excesses/deductibles due directly to the Insurer under the aforementioned insurance in respect of each and every insurance claim made by the City, or the Operator pursuant to City-Owned Vehicles being damaged or stolen whilst in the possession of the Operator, its employees, and/or their agents and their employees.

The Operator shall also be liable for any claims which are repudiated by either the Operator's Insurer, or the City's Insurer/s due to any act or omission of the Operator, its employees, and/or their agents and their employees in relation to the operation of Operator-Owned Vehicles and Operator-Owned Assets, and in the provision of the Services thereto.

The City shall in good faith ensure that the insurance cover takes into consideration the appropriate risks and claims history in order to negotiate fair and market-related insurance premiums and excess structures throughout the subsistence of the contract.

The process for insurance claims does not lie solely within the control of the City. It is imperative that the process for insurance claims (reporting of incidents together with any relevant claims information) is dealt with expeditiously and within the applicable time frames to ensure an efficient claims process and to ensure that service delivery and the provision of public transport services are not compromised or adversely affected.

The process for filing and reporting incidents for purposes of an insurance claim with the Insurer must be attended to by the Operator within 48 hours from the date of incident. All claims (together with relevant documents and information) must be submitted to the Insurer within a period of 30 calendar days. It must be noted that neither the City, nor the Insurer owes an absolute duty to finalise claims promptly, owing to the fact that claims differ in nature, complexity, value, etc. However, all claims will be promptly attended to and finalised as soon as reasonably practicable to the City or to the Insurer.

The Operator shall ensure that the City is kept advised around all insurance processing that it undertakes during the subsistence of this agreement, and the City and Operator will jointly develop mitigation measures should there be potential adverse impacts on service delivery due to insurance-related issues.

Accordingly, the Operator shall ensure that it has the necessary internal administrative capacity to ensure that the process for the finalisation of claims is attended to.

The Operator as the operator of the City-Owned Vehicles has a reasonable duty of care, which is further expanded upon in this Prospectus, to safeguard and protect the City-Owned Vehicles.

The Operator shall ensure that its employees, and/or their agents and their employees, particularly those operating and handling the City-Owned Vehicles shall be properly trained, and where appropriate, retraining and refresher training will be made available. The Operator during the subsistence of the agreement shall ensure that it monitors all incidents on a monthly basis and ensure that appropriate mitigation measures are

introduced, including (but not limited to) refresher training and directives to its employees, and/or their agents and their employees. The Operator shall ensure that the City is kept abreast of and is involved in these processes on a monthly basis.

H.4 Comprehensive Vehicle insurance: Operator-Owned vehicles

The Operator shall effect and maintain full Comprehensive Vehicle insurance cover (which will include Third Party and Passenger Liability) in respect of Operator-Owned vehicles including, but not limited to, all windows and/or glass, with such insurance cover, together with terms and conditions, being to the reasonable satisfaction of the City.

The Operator shall be liable for and pay all premiums in respect of such insurance.

The Operator shall be liable for and pay the applicable excesses/deductibles, due directly to the Insurer, under the aforementioned insurance in respect of each and every insurance claim made by the Operator pursuant to an Operator-Owned Vehicle being damaged or stolen whilst in the possession of the Operator.

The Operator shall ensure that such insurance is in place and such insurance shall subsist for the full duration of the contract. The Operator shall provide proof of such insurance to the City on an annual basis, or on a date agreed to in the principal agreement between the Parties.

The City shall be entitled to review the aforementioned insurance cover at any time in order to ensure that the cover does not adversely impact service delivery and the ability of the Operator to meet its requirements around minimum fleet availability and the operations of the Services.

It is imperative that the process for insurance claims (reporting of incidents together with any relevant claims information) is dealt with expeditiously and within the applicable time frames to ensure an efficient claims process and to ensure that service delivery and the provision of public transport services are not compromised or adversely affected.

The process for filing and reporting incidents for purposes of an insurance claim with the Operator's Insurer must be attended to by the Operator within 48 hours from the date of incident. It is imperative that insurance claims (reporting of incidents together with any relevant claims information) is dealt with expeditiously and within the applicable time frames stipulated by the Operator's Insurer to ensure that service delivery and the provision of public transport services are not compromised or adversely affected.

Accordingly, the Operator shall ensure that it has the necessary internal administrative capacity to ensure that the process for the finalisation of claims is attended to.

The Operator shall ensure that the City is kept advised around all insurance claims processing that it undertakes during the subsistence of this agreement, in order for the City and Operator to jointly develop mitigation measures, should there be potential adverse impacts on service delivery due to insurance related issues.

H.5 SASRIA: City-Owned Vehicles and City-Owned Assets (Depots, Staging Areas & Stations)

The City shall effect and maintain SASRIA insurance cover in relation to:

1. City-Owned Vehicles; and
2. related City-Owned Assets (Depots, Staging Areas and Stations)

Such SASRIA insurance shall provide cover in respect of damage to City-Owned Vehicles against special risks such as civil commotion, public disorder, strikes, riots, and terrorism, in connection with the operation of City-Owned Vehicles and City-Owned Assets.

The aforementioned insurance cover shall subsist for the full duration of the contract (and where appropriate shall be adjusted annually). The VOC shall be a named co-insured party under such insurance policy and/or SASRIA Coupon(s).

The City shall be liable for and pay all premiums in respect of such insurance(s).

The Operator shall be liable for and pay the applicable excesses/deductibles due directly to the Insurer in

respect of each and every SASRIA insurance claim made by the City, or Operator pursuant to City-Owned Vehicles being damaged or stolen, under the Special Risk Conditions described above, and whilst in the possession of the Operator.

The Operator shall also be liable for and pay the applicable excesses/deductibles due directly to the Insurer in respect of each and every SASRIA insurance claim made by the City, or Operator pursuant to City-Owned Assets being damaged, under the special risk conditions described above, and whilst in the possession of, and/or under the control of the Operator.

The City shall in good faith ensure that the insurance cover takes into consideration the appropriate risks and claims history in order to negotiate fair and market-related annual insurance premiums and subsequent excess/deductible structures throughout the subsistence of the contract.

The process for insurance claims does not lie solely within the control of the City. It is imperative that the process for SASRIA insurance claims (reporting of incidents together with any relevant claims information) is dealt with expeditiously and within the applicable time frames to ensure an efficient claims process and to ensure that service delivery and the provision of public transport services are not compromised or adversely affected.

The process for filing and reporting incidents for purposes of an insurance claim with SASRIA must be attended to by the Operator within 48 hours from the date of incident. All claims (together with relevant documents and information) must be submitted to the Insurer within a period of 30 calendar days. It must be noted that the neither the City, nor the Insurer/SASRIA owes an absolute duty to finalise claims promptly, owing to the fact that claims differ in nature, complexity, value, etc. However, all claims will be promptly attended to and finalised as soon as reasonably practicable to the City or to the Insurer/SASRIA.

Accordingly, the Operator shall ensure that it has the necessary internal administrative capacity to ensure that the process for the finalisation of claims is attended to.

H.6 SASRIA: Operator-Owned Vehicles and Operator-Owned Assets

The Operator shall effect and maintain SASRIA insurance cover in relation to:

1. all Operator-Owned Vehicles; and
2. all Operator-Owned Assets

Such SASRIA insurance shall provide cover in respect of damage to Operator-Owned Vehicles and Operator-Owned Assets against special risks such as civil commotion, public disorder, strikes, riots, and terrorism, in connection with the operation of City-Owned Vehicles and Assets, and the provision of the Services.

The aforementioned insurance cover shall subsist for the full duration of the contract (and where appropriate shall be adjusted annually).

The Operator shall be liable for and pay all premiums in respect of such SASRIA insurance.

The Operator shall be liable for and pay the applicable excesses/deductibles due directly to the Insurer in respect of each and every SASRIA insurance claim made by the Operator pursuant to Operator-Owned Vehicles being damaged or stolen, under the special risk conditions described above, and whilst in the possession of the Operator.

The Operator shall be liable for and pay the applicable excesses/deductibles due directly to the Insurer in respect of each and every SASRIA insurance claim made by the Operator pursuant to Operator-Owned Assets being damaged or stolen, under the special risk conditions described above, and whilst in the possession of the Operator.

It is imperative that the process for insurance claims (reporting of incidents together with any relevant claims information) is dealt with expeditiously and within the applicable time frames to ensure an efficient claims process and to ensure that service delivery and the provision of public transport services are not compromised or adversely affected.

The process for filing and reporting incidents for purposes of an insurance claim with SASRIA must be attended to by the Operator within 48 hours from the date of incident. All claims (together with relevant documents and information) must be submitted to the Operator's Insurer within a period of 30 calendar days.

Accordingly, the Operator shall ensure that it has the necessary internal administrative capacity to ensure that the process for the finalisation of claims is attended to.

The Operator shall ensure that the City is kept advised around all SASRIA insurance claims processing that it

undertakes during the subsistence of this agreement, in order for the City and Operator to jointly develop mitigation measures, should there be potential adverse impacts on service delivery due to insurance-related issues.

H.7 Insurance Standards: Limit of Indemnity and Cover

The Operator shall ensure that it has appropriate cover in place for either its own assets or has suitably accepted the City's insurance where it is operating a City-owned vehicle or utilised City's fixed property (such as its Depots or Staging Areas), and accordingly has accepted the appropriate financial obligations and risks of such cover.

Below is outlined the proposed limits of indemnity applicable (as benchmarked from 1 July 2024) for the insurance taken out by the City for City-owned assets are given below:

All claims will be handled on the bus/motor policy and the liabilities are:

1. Third Party Liability Limit: R25 million
 - a) Fire/Explosion: R10 million
 - b) Passenger Liability: R100 million
 - c) Unauthorised Passenger Liability: R10 million
 - d) Contingent Liability: R10 million
 - e) Any other liabilities in the aggregate a, b, c and d : R25 million
2. Own Damage Limit: R2.6 million
 - a) Medical Expenses Per Person: R10 000
 - b) Medical Expenses per Event: R50 000
3. Deductibles (VAT Inclusive)
 - c) First amount payable
 - d) Exclusive Passenger Transport Insurance Scheme
 - e) Own Damage/Theft/Hijack: R30 000
 - f) Third Party: R1 000 (if no own damage)
 - g) Windscreen Replace: 25% minimum: R750
 - h) Windscreen Repair: Nil
 - i) Keys and Alarms: 20% of claim minimum: R250

The Operator shall have to ensure that it meets the aforementioned thresholds in terms of values for the insurance that it will secure and contract for. Further, the Operator shall ensure that the appointment of an insurance provider meets the City's reasonable satisfaction prior to the appointment of such insurance provider.

Also, please note that all limits, conditions and terms as well as claims excesses /deductibles are dictated by the insurance market and claims trends, hence these will be subject to change at any time during the duration of the contract with the VOC's. The City has no control over these matters.

Appendix I Event and Charter services

Events

A.1 Categorisation of Events

Generally, all MyCiTi Vehicles used in support of sports and entertainment events are scheduled on an ad hoc basis. The information supplied in the tables below is for illustrative purposes and can change in the future. The following Event Categories have been defined in the Events Transport Management Plan:

Category	Number of Spectators/Fans
1	<7 000
2	7001 to 28 000
3	28 001 to 55 000
4	>55 000

The UCT and Hout Bay Park & Rides are only activated for Event Categories 3 & 4 and if required for Category 2. Spectator demand at these Park & Rides depends on the type of event and the spectator profile, which in turn is affected by the cost of the tickets.

For example, in relation to Cape Town Stadium sports events, such as soccer events, tend to attract more spectators originating from the Metro South-East, i.e. lower income areas – these spectators tend rather to make use of the Park & Rail Service to get to the Civic Station in order to make use of the Shuttle to the Stadium. Whereas, entertainment events, such as the U2 event, tend to attract more spectators originating from the higher income Northern & Southern suburbs areas – the spectators in the Southern suburbs, in particular, tend to make use of the Park & Rides in order to get to the Stadium.

For Event Category 3 and 4, the Table View Trunk and Feeder services are activated if required by the spectator profile.

In some special cases the profile of events requires that the Gardens and V&A Waterfront services be extended or topped up. These services are then adjusted in terms of times and/or frequency.

Table: Spectator Infrastructure Demand for each Event Category

Event Size	Category 1	Category 2	Category 3	Category 4
Spectators	< 7 000	7 001 to 28 000	28 001 to 55 000	> 55 000
Pre-paid event parking	3 000	4 500	6 000	6 000
Shuttle		3 900	9 000	14000
Fan Walk		9 700	22 000	30 800
V&A	2 300	5 000	10 000	10 000
Coaches		1 100	2 100	2600
Public transport		400	900	1100
Park in the vicinity	1 700	2 600	3 500	3 500
Walk from Sea Point		800	1 500	2000
Total	7 000	28 000	55 000	70 000

For category 2/3/ & 4 events roads around the Cape Town Stadium are normally closed for safety and security purposes on event days. Route deviations are then issued for the V&A Waterfront service as Granger Bay Blvd is affected by the road closures.

A.1.1 Description of Process

For each event, the City will issue a Service Notice to the VOC (and which time period shall be pursuant to the Agreement) before the event. This Service Notice will, inter alia, contain the following information:

- Event name and number of spectators to be expected;
- Event date;
- Type of Service –
 - Civic Station – Stadium- point to point service;
 - Hout Bay- 4 stops service : Stop 1 – at Kronendal Primary School; Stop 2 – circle at Imizamo Yethu; Stop 3 – at Maiden’s Cove bus stop on Victoria Road; Stop 4 – Main Road Green Point opposite York Road at the Stadium.
 - UCT – Upper Campus – 3 stops service : Stop 1 – on Rugby Road at UCT Sports Centre at the Northern end of the campus; Stop 2 – Intersection of the link between Rugby and Ring Roads and University Avenue at the Southern end of the campus; Stop 3 – Civic Centre bus station on Hertzog Boulevard in the CBD;
 - Civic Station – Table View Station – point to point service;
 - Table View MyCiTi Feeder - stop ‘on demand’ services;
 - Route deviations if necessary.
- Consolidated hourly bus requirement – a table showing the number of vehicles required for each route per hour for the duration of the event;
- Hours of operation
 - Start and end time periods for Event Categories 1 and 2 are as follows: 1 – 2 hours pre-event; 1.5 hours post-event;
 - Start and end time periods for Event Categories 3 and 4 are as follows: 3 – 4 hours pre-event; 1.5 – 2 hours post-event;
 - The peak hour for all Event Categories is the hour before and after an event.
- Number of Vehicles per route;
- Fleet type breakdown per route;
- Projected No of km per route - based on route length (round trip);
- Security Services – whether or not required;
- Projected Demand.

After receiving the Service Notice from the City, the Facilities Management Contractor (FM Contractor) may provide the City with a detailed Resource Deployment Plan (RDP) for the event named in the Service Notice. Such RDP will need to include any route and schedule adjustments regarding the existing services, and indicate the quantity and type of additional Vehicles to be contracted and for this information the FM Contractor will be required to liaise closely with the VOC. If in the Service Notice it was indicated that passenger dispatch, regulator and other staff services were required, the FMC will have to provide a staff deployment plan and provide such to the VOC.

The City shall direct whether the FM Contractor and/or VOC are required to attend any pre-event clarification meeting, which will be scheduled by the City together with any other key role players.

Irrespective of Event Category size, all existing services will be required to continue as normal, albeit with possible route and schedule adjustments as per the RDP. With reference to the three airport Vehicles in particular, for Event Categories 3 and 4, only after the Airport Service has ended can the Airport Vehicles be used for the remainder of the duration of the event - since these Vehicles have been specifically designed for passengers with luggage, they may not be substituted with other types of Vehicles.

The designated bus staging area for all Event Categories is the Foreshore Staging Area.

A.1.2 *Event-related responsibilities*

- **Operations Manager** – this is the City Official who will issue the Service Notice to the VOC and provide such to the FM Contractor;
- **FM Contractor** – responsible for:
 - responding to the Service Notice issued by the City with an RDP;
 - providing a staff deployment plan- if dispatch, regulator and other staff services are required;
 - attending at least one pre-event clarification meeting;
 - Managing services during the event.
- **Operator** or VOC - responsible for:
 - Providing vehicle services as specified in a service notice, under the direction of the FM Contractor;
 - contracting any additional Vehicles required for the UCT, Hout Bay Services and Civic Station to Table View Station and Table View Feeder Services post event, and/or existing Services, as specified in a service notice;
 - obtaining temporary operating licences, if required;
 - attending at least one pre-event clarification meeting.

Charter hire

There is scope for MyCiTi vehicles to be chartered on an ad hoc basis, for example, by private organizations and institutions – depending on availability of MyCiTi vehicles. The City will coordinate all aspects of charter, and the direct payment for charters will be made by the entity hiring the vehicles to the City. Payment due to the VOCs will be made as set out in their contracts with the City and by the City. The VOC may not accept any payment from any other party for rendering Charter services , except with the written agreement of the City.

A.2 *Description of process*

For each chartered application, the City will usually issue a Service Notice to the VOC (and which time period shall be pursuant with the Agreement) and be issued prior to the charter date. This Service Notice will contain the following information:

- Name of charter
- Date to be chartered
- Services to be delivered
 - Type of Service
 - Route Description
- Hours of operation
- Number of Vehicles per route
- Fleet type breakdown per route
- Projected No of km per route – based on route length (round trip)
- Passenger Management Services – whether or not required
- Security Services – whether or not required
- Charter Personnel – these will be personnel, for example marshals, provided by the organization or institution chartering the Service.

Irrespective whether the Charter requests emanate via the City or from the VOC, the VOC shall submit to the City a Charter Plan, where the VOC must advise the City of any route and schedule adjustments regarding the existing services and indicate the quantity and type of additional buses to be contracted. If services other than vehicle supply and transport are required (such as passenger management services that cannot be attended to by the driver of the vehicle), or if extraordinary arrangements are needed regarding the drivers (eg that a driver overnight with the vehicle in another location) the VOC must submit to the City a detailed Resource Deployment Plan (RDP) for the relevant charter.

After the Charter Plan (with or without the RDP) has been approved by the City, the VOC will be required to immediately apply for a temporary operating licence (OL) from the Provincial Operating Licence Board (POLB) for those routes set out in the Charter Notice, if not covered by the VOCs' existing licence. If an OL is refused,

the VOC must immediately inform the City in order for the City to make alternative plans. If the OL is refused due to negligence on the part of the VOC, the City may hold the VOC liable.

If stations are to be used regarding the charter, the VOC and FM Contractor must attend at least one pre-charter clarification meeting, which will be scheduled by the City together with any other key role players – unless the City indicates that this is not necessary.

All existing services will be required to continue as normal, albeit possible route and schedule adjustments as per the approved Charter Plan.

A.2.1 Charter-related responsibilities

- Operations Manager – this is the City Official who will issue the Service Notice to the VOC;
- Operator or VOC– responsible for:
 - responding to the Service Notice issued by the City with a Charter Plan;
 - contracting any additional buses required;
 - obtaining temporary operating licences, if required;
 - attending at least one pre-charter clarification meeting (if called by the City).
- FM Contractor (if stations are used in the charter) – responsible for:
 - providing a staff deployment plan – if passenger management/security services are required;
 - attending at least one pre-charter clarification meeting (if called by the City).

Payment for Event and Charter Services

The VOC will be paid the time-related price for provision of event and charter services as per the Price Schedule in the tender document.

Appendix J Uniform schedule

J.1 Uniform requirements

The Operator shall procure and allocate Uniforms to Employees according to the following guidelines:

- a) Drivers shall wear the Uniforms prescribed for this specific function.
- b) Security, Cleaning and Maintenance Employees who are in direct contact with MyCiTi patrons, shall wear the relevant security or cleaning & maintenance Uniforms as prescribed in the Uniform specifications.
- c) All other Employees who are in direct contact with the MyCiTi patrons (other than members of its senior management) are to wear the Station Validator/ Ambassador (“Ambassador”) Uniform indicated in the Uniform Specifications.

Standard Uniforms for each function shall consist of the items specified in the following table and as further described in the Uniform specifications. It should be noted that there are variations in the Uniforms based on the function and only the garments listed under each function should be issued to the relevant Employees based on the function he/she fulfils.

Description - Ladies	QTY	Description - Men	QTY
Ambassadors			
Polyester Scarf	1	Men's Blazer	1
Ladies Coat	1	Melton Jacket	1
Ladies Summer Shirts	4	Men's Summer Shirts	4
Ladies Summer Skirts (Stone)	2	Men's Fleece Body Warmer	1
Ladies Winter Skirts (Navy)	2	Men's Summer Pants (Stone)	4
Ladies Summer Stretch Pants (Stone)	2	Men's Winter Pants (Navy)	4
Ladies Winter Stretch Pants (Navy)	2	Men's Winter Shirts	4
Pashmina	1	Shoes	2
Ladies Blazer	1		
Ladies Long Sleeve Winter Shirts	4		
Ladies Fleece Top	1		
Shoes	2		
Drivers			
Peak Cap	1	Peak Cap	1
Polyester Scarf	1	Melton Jacket	1
Ladies Coat	1	Reversible Jacket	1
Ladies Summer Shirt	4	Men's Summer Shirts	4
Ladies Summer Skirts (Stone)	2	Men's Fleece Body Warmer	1
Ladies Winter Skirts (Navy)	2	Men's Summer Pants (Stone)	4
Ladies Fleece Top	1	Men's Winter Pants (Navy)	4
Ladies Long Sleeve Winter Shirts	4	Men's Winter Shirts	4
Ladies Summer Stretch Pants (Stone)	2	Shoes	2
Ladies Winter Stretch Pants (Navy)	2		
Shoes	2		
Security			
Ladies Fleece Top	1	Security Jacket	1
Ladies Coat	1	Men's Summer Shirts	4

Description - Ladies	QTY	Description - Men	QTY
Ladies Summer Shirts	4	Men's Fleece Body Warmer	1
Ladies Summer Skirts (Stone)	2	Men's Summer Pants (stone)	4
Ladies Winter Skirts (Navy)	2	Men's Winter Pants (navy)	4
Ladies Summer Stretch Pants (Stone)	2	Men's Winter Shirts	4
Ladies Winter Stretch Pants (Navy)	2	Shoes	2
Pashmina	1		
Ladies Long Sleeve Winter Shirts	4		
Shoes	2		
Cleaning & Maintenance			
Security Jacket	1	Security Jacket	1
Ladies Fleece Top	1	Men's Fleece Body Warmer	1
Ladies Denim Shirts	4	Men's Denim Shirt	4
Ladies Summer Skirts (Stone)	2	Men's Denim Pants	4
Ladies Winter Skirts (Navy)	2		
Ladies Summer Stretch Pants (Stone)	2	Shoes	2
Ladies Winter Stretch Pants (Navy)	2		
Shoes	2		

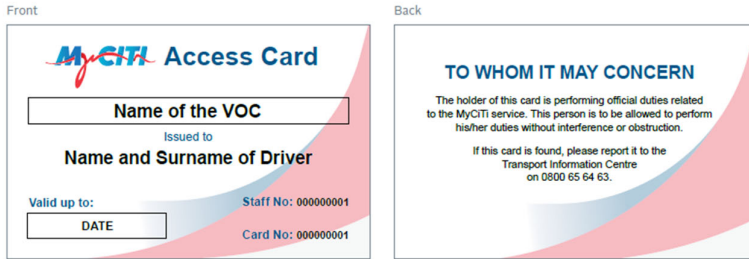
Uniforms shall be replenished on a three-year cycle as set out in the following table:

Description	Quantity
Uniform replenishment every year after contract anniversary	
Shirts of employee's choice	3
Pants / skirt of employee's choice	1
Every 18 months after contract anniversary	
Pair of Shoes	1
Every 2 years after contract anniversary	
Jacket / blazer / body warmer / fleece top (men) / (women) of employee's choice	1
Every 3 years after contract anniversary	
Full Uniform excluding the 2-year item replaced the previous year.	1

J.2 Uniform Specifications:

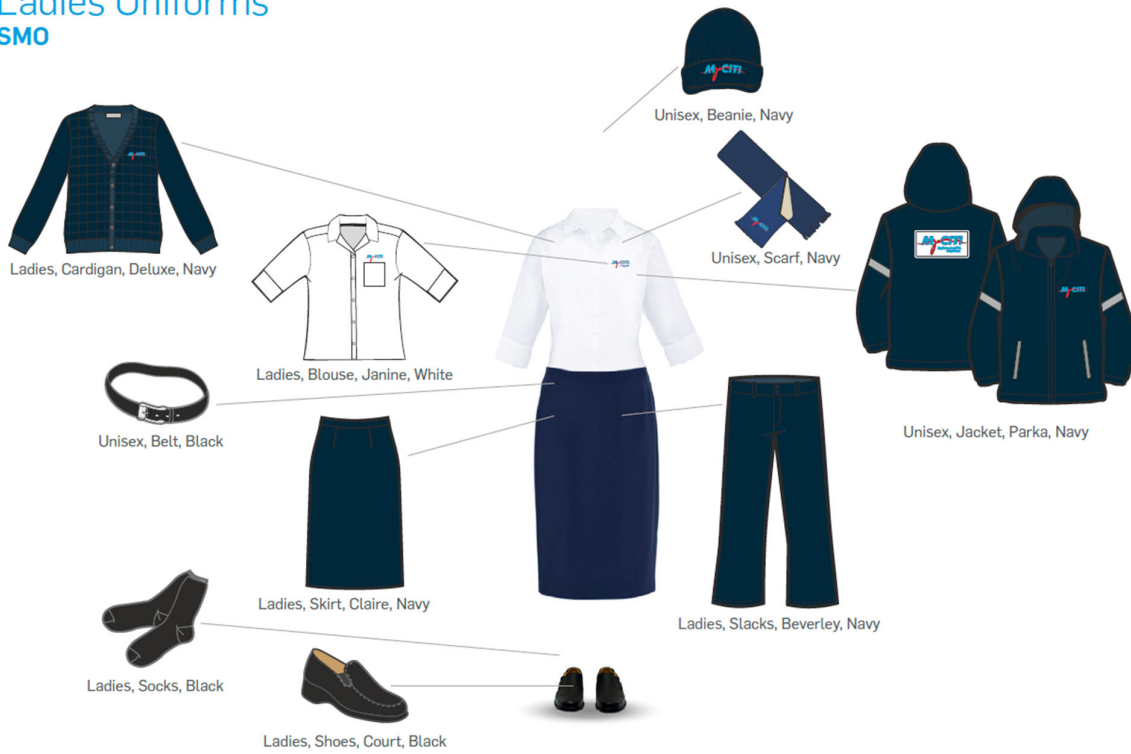
The relevant Uniforms as specified in clause 2 shall be extracted from the following collective specifications, which may be amended by way of a Service Notice as issued by the City to the Operator.

Access Cards Bus Drivers

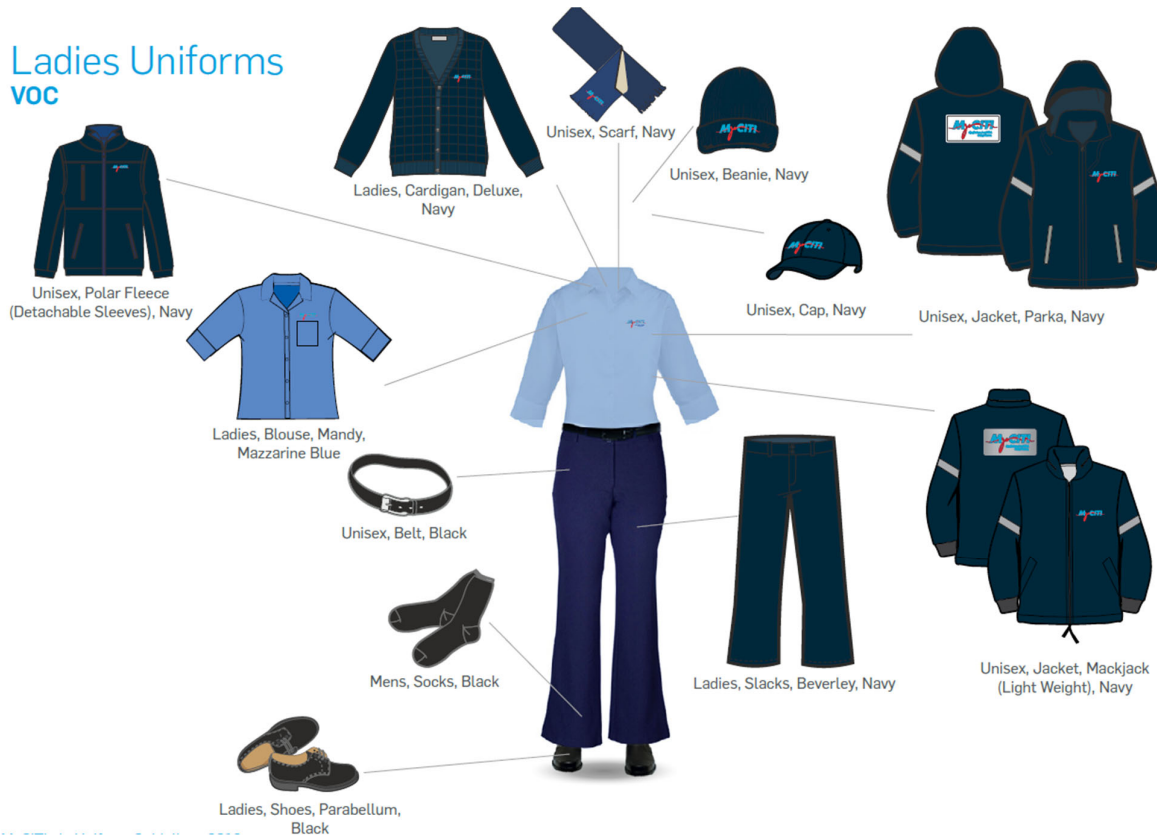


Accompanying Lanyard

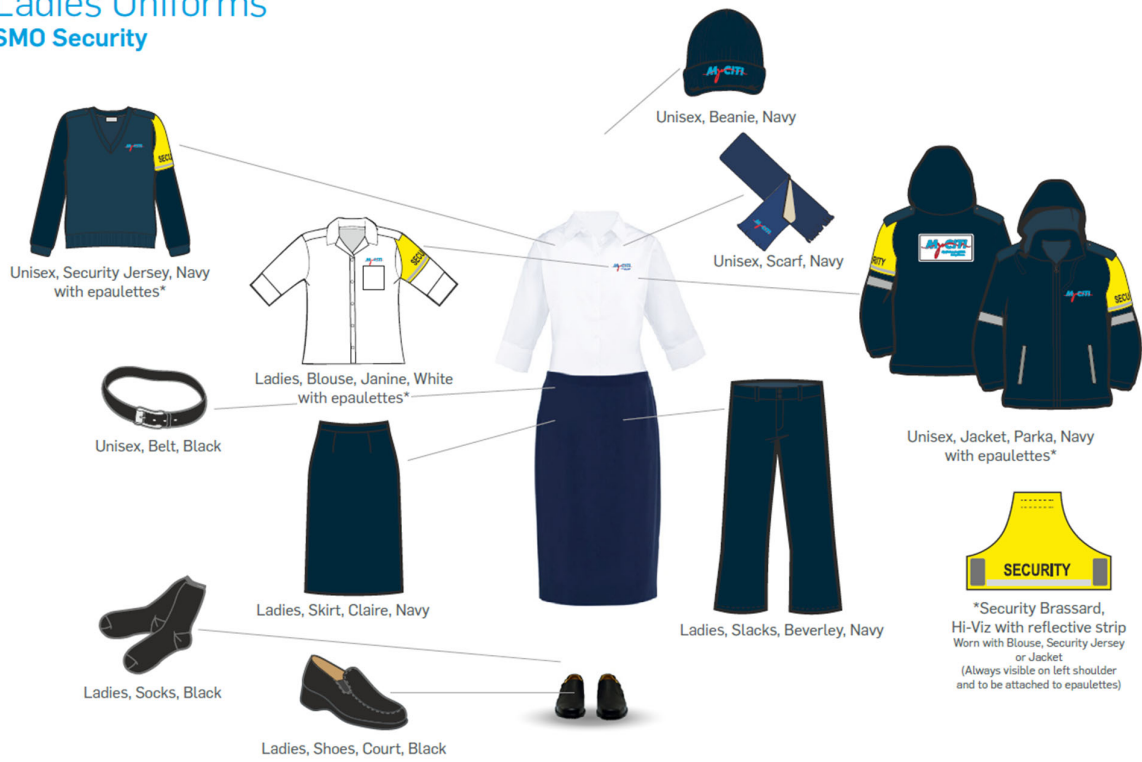
Ladies Uniforms SMO



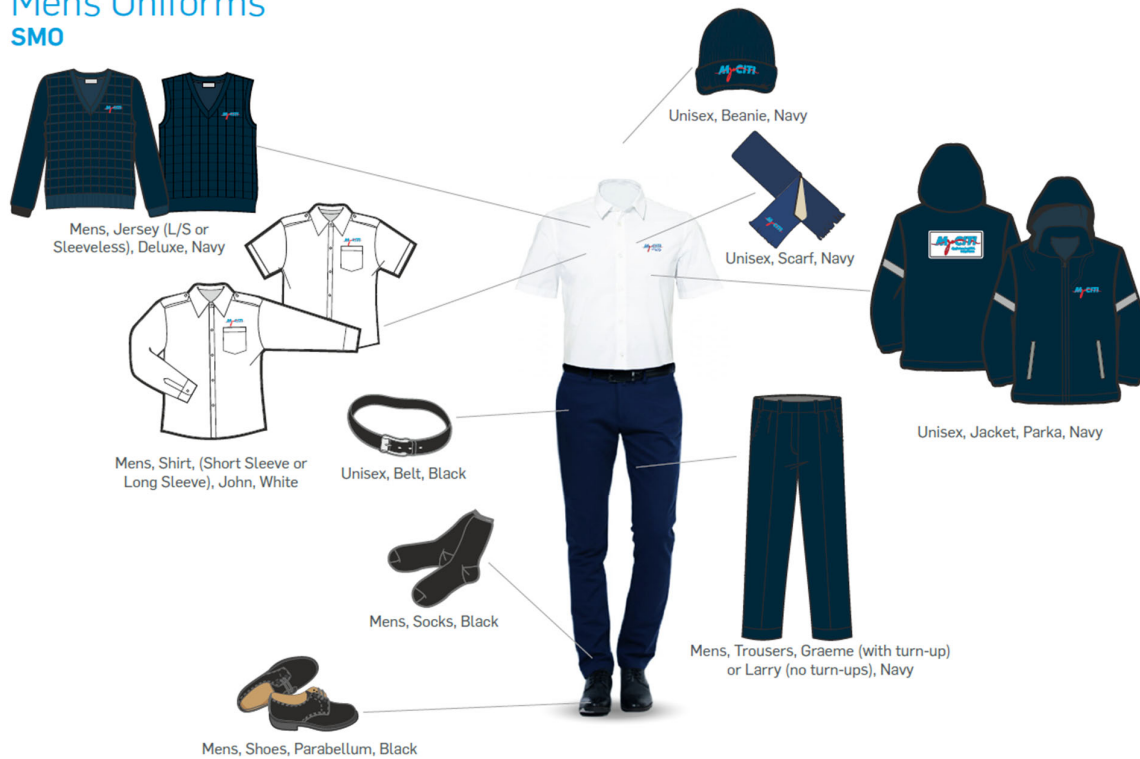
Ladies Uniforms voc



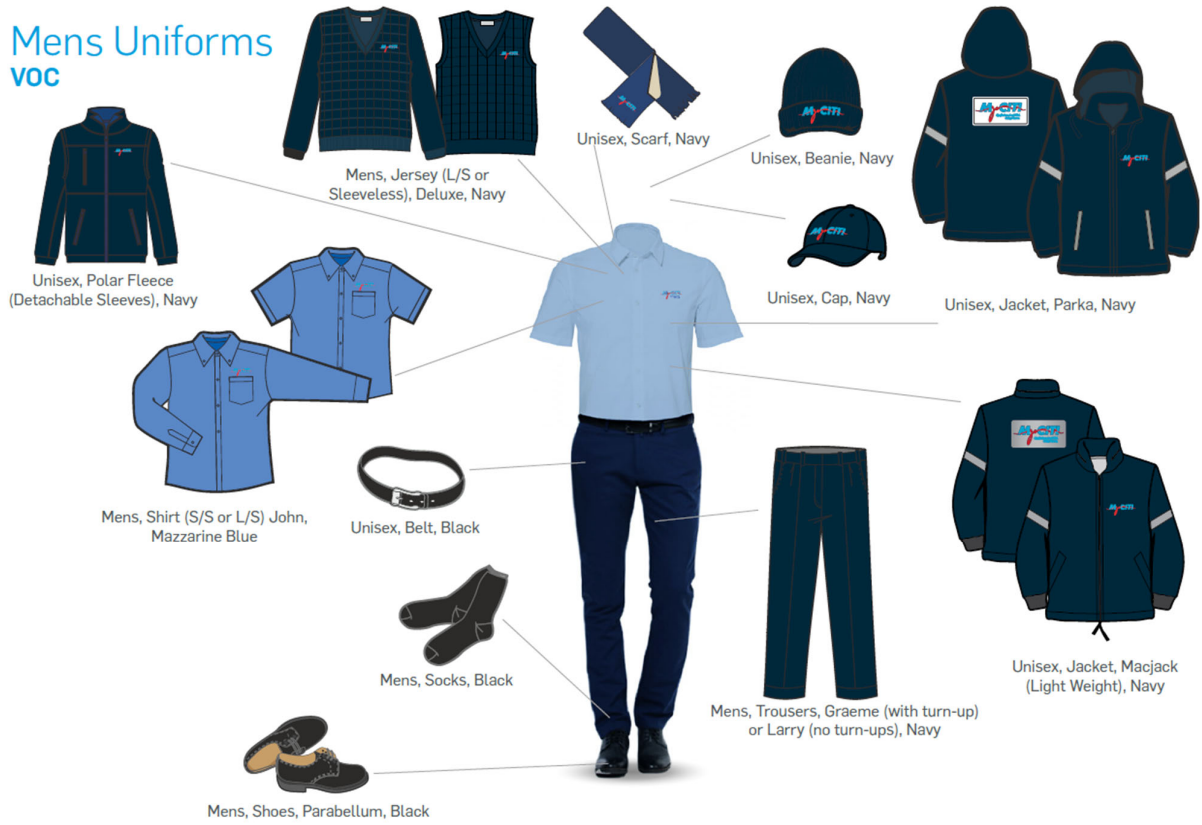
Ladies Uniforms SMO Security



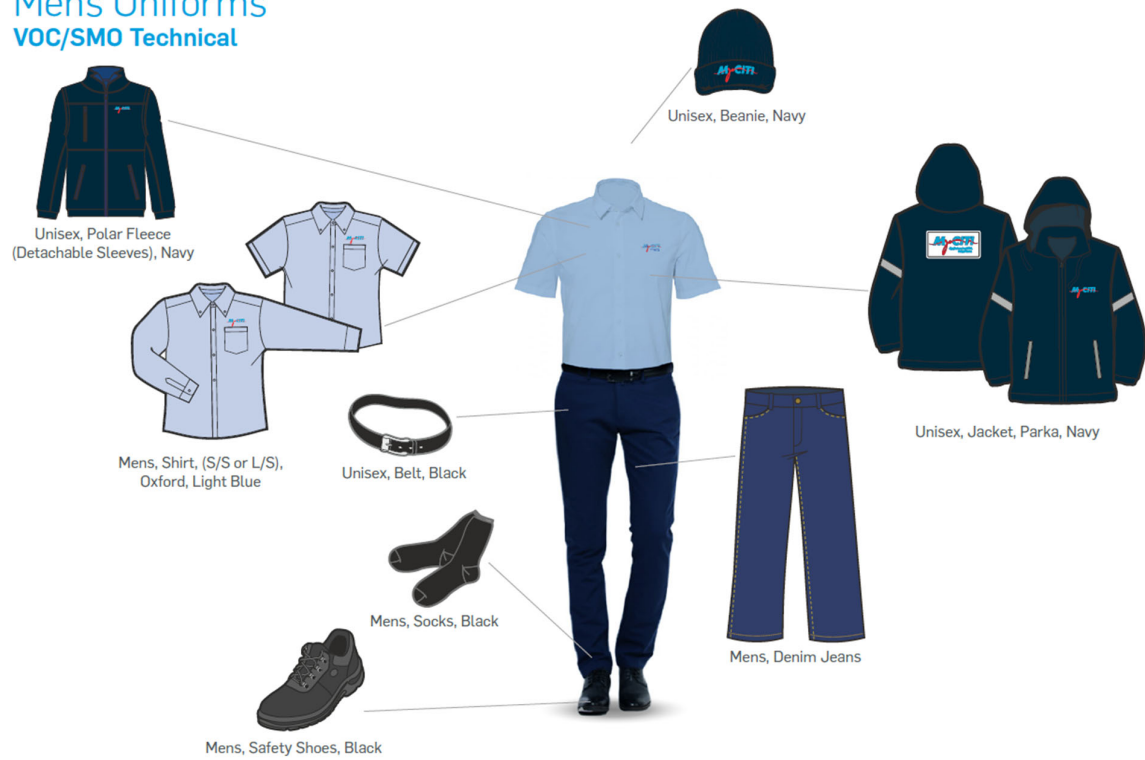
Mens Uniforms SMO



Mens Uniforms voc

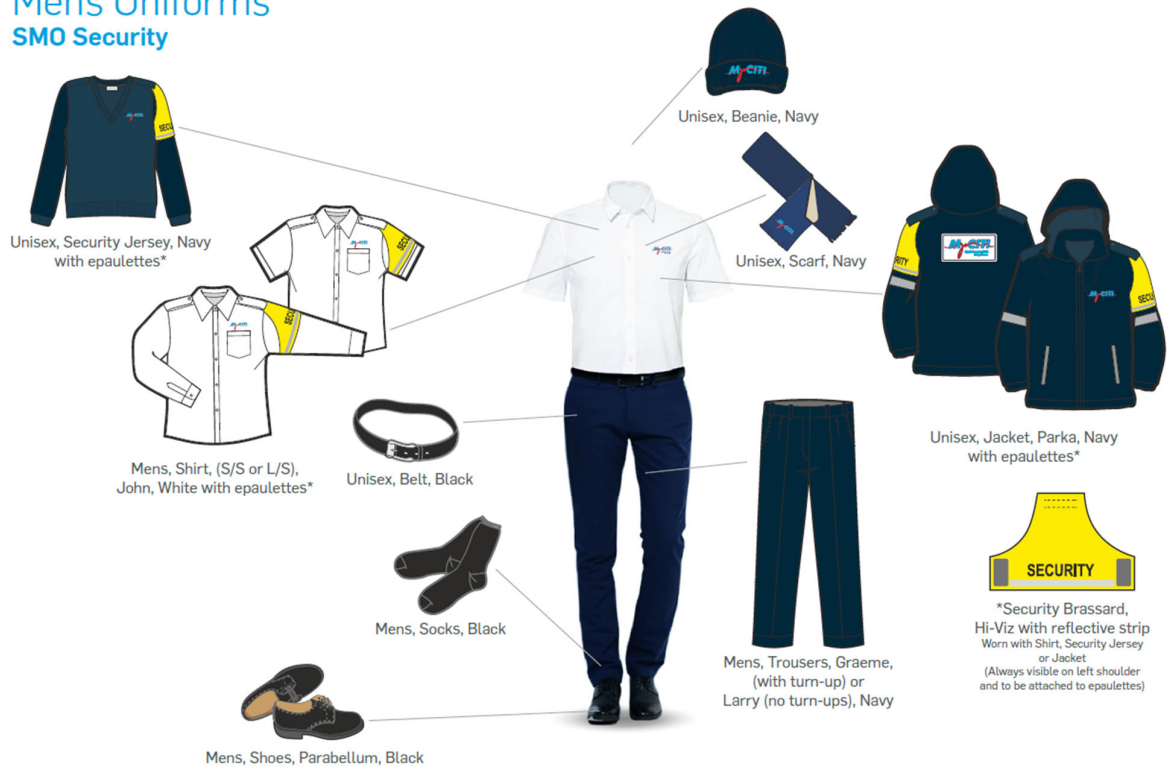


Mens Uniforms VOC/SMO Technical



Mens Uniforms

SMO Security



Appendix K Health and safety agreement

City of Cape Town Occupational Health and Safety

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

between

CITY OF CAPE TOWN

(being the purchaser and hereinafter referred to as the "Employer")

and

Service provider /contractor

(Registration Number)

(being the supplier and hereinafter referred to as the "Mandatory")

in respect of

MyCiTi Project

(hereinafter referred to as the "Work")

K.1 Definitions and interpretation

- 1.1 In this Agreement, unless inconsistent with, or otherwise indicated by the context:
- 1.1.1 "**Agreement**" means this Occupational Health and Safety Agreement;
- 1.1.2 "**Commencement Date**" means the date of commencement of the Memorandum of Agreement;
- 1.1.3 "**Health and Safety Plan**" means a health and safety plan in terms of section 37(2) of the Act to be concluded by the Parties in writing, setting out the arrangements and procedures to ensure compliance by the Mandatory with the provisions of the Act;
- 1.1.4 "**Memorandum of Agreement**" means the Vehicle Operator Agreement concluded between the City and the Operator for *MyCiTi* Phases 1A and 1B (as amended from time to time), to which this Agreement is an annexe.
- 1.1.5 "**Premises**" means the Depots, Staging Area, Stations, City vehicles and other premises owned by the City and utilised by the Operator; as set out in the Operational Specifications Schedule, or as further allocated by way of a Service Notice;
- 1.1.6 "**Termination Date**" means the date of termination or expiry of the Memorandum of Agreement;
- 1.2 In addition to the definitions in clause K.1, unless the context requires otherwise:

- 1.2.1 unless inconsistent with the context and save where defined in this Agreement, the words and expressions defined in the Memorandum of Agreement will, where they appear in this Agreement, have the same meaning as ascribed to them in the Memorandum of Agreement;
- 1.2.2 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as re-enacted from time to time;
- 1.2.3 any one gender, whether masculine, feminine or neuter, includes the other two;
- 1.2.4 any reference to a natural person includes an artificial person and vice versa;
- 1.2.5 no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;
- 1.2.6 unless otherwise provided, any number of Days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 1.2.7 references to day/s, Months or years shall be construed as Gregorian calendar day/s, Months or years, as the case may be;
- 1.2.8 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.2.9 a reference to a Party includes that Party's successors and permitted assigns;
- 1.2.10 any reference to an enactment is to that enactment as amended, from time to time;
- 1.2.11 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s; and
- 1.2.12 all the headings and subheadings in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting it.
- 1.3 The expiration or termination of this Agreement shall not affect the provisions of this Agreement which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
- 1.4 Each of the provisions of this Agreement has been negotiated by the Parties and drafted for the benefit of the Parties and accordingly the rule of construction that the Agreement shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Agreement (i.e. the *contra proferentem* rule), shall not apply.

K.2 Introduction

- 2.1. Section 37(1) of the Occupational Health and Safety Act 85 of 1993, as amended ("the Act") provides that an Employer shall be liable to be convicted and sentenced in respect of an act or omission by its Mandatary or employee.
- 2.2. The Mandatary appointed by the Employer to do work, as contemplated in the Act, is also liable in terms of Section 37(3) (and in its own capacity as Employer) to comply with the provisions of the Act applicable to its employees and mandataries.
- 2.3. Section 37(2) of the Act limits the Employer's liability in terms of Section 37(1) of the Act in the event that the Employer and Mandatary have agreed in writing to the arrangements and procedures between them to ensure compliance by the Mandatary with the Act.
- 2.4. For the reasons set out above, the Employer and the Mandatary accordingly wish to record the terms and conditions of their agreement.

K.3 Responsibilities of the Mandatary

- 3.1. The Mandatary hereby unconditionally accepts responsibility for compliance with the Act in respect of the work in terms of Section 37(2) of the Act.
- 3.2. The Mandatary shall ensure that it complies with all legislation which governs the work it has to perform in terms of the Memorandum of Agreement, which includes but is not limited to the Mandatary's acknowledgment that it is an "Employer" in its own right for all purposes of the Act.
- 3.3. The Mandatary undertakes to ensure that it effects and maintains the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to the Employer on demand.

K.4 Without limitation to the indemnity contained in clause K.8, the Employer and the Mandatary agree to the following arrangements and procedures to ensure compliance by the Mandatary with the provisions of the Act:

- 4.1 The Mandatary warrants that it has read and fully understands the requirements of the above Act and the applicable regulations and has allowed for all costs to be incurred to ensure such compliance.
- 4.2 The Mandatary shall prepare and submit to the City a Health and Safety Plan as is appropriate for the work within 10 Business Days of the signature date hereof, which shall detail:
 - i. the Management Structure, Site Supervision and appointment of Responsible Persons including a succession plan; and
- 4.3 the Mandatary's induction training programme for its employees and sub-contractors, including appropriate health and safety training, communication of information regarding the hazards associated with the work or services to be performed by them, as contemplated in the Act.
- 4.4 The Mandatary shall ensure that it has an updated copy of the Act at the Premises at all times and that it is accessible to the relevant appointees, sub-contractors and employees of the Mandatary.
- 4.5 The Mandatary undertakes to apply its safety specifications, health and safety precautions, work instructions, standards and procedures at all times in respect of the work and/or services to be provided to the Employer in order to ensure compliance with the Act and its regulations.
- 4.6 In addition, the Mandatary shall:
- 4.7 perform regular monitoring procedures and shall ensure that all work and/or services are performed under the supervision of competent persons and shall take reasonably necessary steps to ensure that unsafe or unhealthy work practices are avoided;
- 4.8 take appropriate disciplinary and related action against any of its employees regarding non-compliance by such employee/s with any health and safety standards, policies, practices and procedures, or performs any act or omission which impacts on health and safety in terms of the Act;
- 4.9 hold regular liaison, consultation and review meetings with all Parties; and
- 4.10 ensure that an adequate and appropriate supply of fire protection and first aid facilities are provided for the work or services to be performed on the Premises by the Mandatary's employees. The Mandatary, in co-operation with the Employer, shall be obliged to ensure that its employees are familiar with all fire precautions, site rules and emergency procedures at the Premises.

K.5 Incident reporting

- 5.1 The Mandatary shall ensure that its employees report all unsafe or unhealthy working situations to it immediately upon becoming aware of such unsafe or unhealthy work situations.
- 5.2 The Mandatary shall report all unsafe or unhealthy working situations to the Employer by means of written reports, health and safety meetings or through other forms of communication agreed to between the Parties.
- 5.3 All accidents or incidents involving the employees or mandataries of the Mandatary ("**Reportable Incident**") shall be reported by the Mandatary to the Employer as soon as practicable after the occurrence. The Mandatary shall be obliged to deliver to the Employer, a detailed written report of the Reportable Incident within 24 hours of the aforesaid incident.

- 5.4 In compliance with sections 8 and 9 of the General Administrative Regulations of the Act, the Mandatary hereby undertakes to keep at the Premises a record in the form of Annexure 1 for a period of at least three years which record shall be open for inspection by an inspector of the Department of Labour.
- 5.5 All incidents referred to in Section 24 of the Act shall be reported by the Mandatary to the Department of Labour and to the Employer.
- 5.6 No intoxicating substance of any form shall be allowed on the Premises. Any person suspected of being intoxicated shall not be allowed on the site, save that any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

K.6 Appointment of representative

- 6.1 The Mandatary hereby appoints as its representative and as the responsible person for the duration of the Memorandum of Agreement in terms of Section 8(2)(i) and regulations GAR1, GSR 11, GMR 2 and EIR 4 & 5 of the Act.
- 6.2 Written confirmation of such appointment shall be provided by the Mandatary to the Employer on demand.

K.7 Sub-contractors

- 7.1 The Mandatary shall not cede, assign, delegate or transfer the benefit or burden of all or any part of this Agreement without the prior written consent of the Employer.
- 7.2 The Mandatary may only sub-contract its obligations under this Agreement with the prior written consent of the Employer.
- 7.3 The Mandatary is required to ensure that all sub-contractors and other persons engaged in the execution of the work also comply with the obligations applicable to the Mandatary in terms of this Agreement.

K.8 Indemnity

- 8.1 Notwithstanding the provisions of this Agreement, or any other contractual relationship between the Employer and the Mandatary, the Employer shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Mandatary or its employees and the Mandatary hereby indemnifies the Employer and holds the Employer harmless against any and all claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur as a result of the Mandatary's (or its employees' or mandataries') non-compliance with the Act.
- 8.2 Nothing in this Agreement shall be interpreted to detract from the Employer's responsibility to comply with its obligations as employer and in respect of the Premises in terms of the Act.

K.9 Release from obligations

- 4.11 The Mandatary, undertakes to inform the Employer immediately should the Mandatary at any time during the execution of the work find that:
- a. it cannot comply with the provisions of the Act; or the afore-mentioned indemnity;
 - b. is unable to perform in accordance with this Agreement; and/or
 - c. its compliance with the Act and this Agreement is or will be detrimentally affected.
- 4.12 The Mandatary shall liaise with the Employer, who shall be entitled in its sole discretion to agree to release the Mandatary from the provisions of this Agreement and/or the indemnity granted by the Mandatary herein, subject to such conditions which the Employer may elect to impose.

K.10 COIDA registration

- 10.1 The Mandatary shall ensure that it is registered with the Compensation Commissioner, as required in terms of the Compensation for Occupation Injuries and Diseases Act 130 of 1993 ("COIDA") and

that all payments due to the Commissioner in terms of COIDA are made as and when they fall due for payment, for the duration of the Memorandum of Agreement.

10.2 The Mandatary shall ensure that its registration with the Compensation Commissioner shall be maintained for the duration of the Memorandum of Agreement.

10.3 The Mandatary's Registration number with Compensation Commission is as follows:

.....

10.4 In the event that the Mandatary is not registered with the Compensation Commission, it is required to register with the Department of Labour within a period of one month from the Commencement Date and submit proof of such registration to the Employer.

Signed at _____ on _____

Witness

for the **City of Cape Town**

.....

.....

duly authorised and warranting such authority

Signed at _____ on _____

Witness

for **Service provider /contractor**

.....

.....

duly authorised and warranting such authority

Appendix L Intelligent Transport System (ITS) schedule

RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF ITS EQUIPMENT AND SYSTEMS ON BUSES

Note: This Appendix seeks to provide context and background on the City's current ITS system, and which includes both APTMS and AFC related services and systems, and which the City shall provide more detail to the Operator by way of a Protocol in accordance with the Agreement. The Appendix and the content below should be used simply for information purposes whilst the binding obligations and responsibilities will be provided for in the Agreement, and further supplemented through Protocols that may be issued by the City during the currency of the contract.

Intelligent Transport Systems (ITS) equipment have been installed on the buses by different parties including:

- a) Vehicle Suppliers
- b) Advanced Public Transport Management System (APTMS) Contractor
- c) Automated Fare Collection (AFC) Contractor
- d) On bus door opening communication mechanism Supplier
- e) Drivecam Supplier
- f) Advertising and other ITS equipment

A number of APTMS equipment is being maintained by the APTMS contractor and being monitored by the City. Likewise, a number of AFC equipment is being maintained by the AFC contractor and being monitored by the City. A number of ITS related equipment requires maintenance from the Operator as described from time to time. The management, control and allocation of costs of the maintenance and repair of ITS equipment shall be outlined in the Phase 1 Stage 2 contract and in particular the Agreement. The responsibility for the maintenance and repair of the different ITS equipment and systems are specified here.

ITS equipment installed on-bus by Vehicle Suppliers

The standard bus installation by Vehicle Suppliers/Manufacturers includes various ITS-related equipment and systems, including, but not limited to:

- a) Internal and external LED displays and controllers
- b) Speakers
- c) Driver microphone
- d) Driver panic alarm button / Driver duress button
- e) Stop request system
- f) Bus batteries (main and auxiliary)

Following the warranty period and any maintenance agreement that the City may have with the vehicle supplier, maintenance of the ITS equipment as part of the standard installation falls between the Operator and other Contractors as outlined further in this Appendix. The Operator shall perform Preventive and Corrective (Responsive) Maintenance on applicable equipment. Preventive Maintenance shall include inter

alia routing inspections and cleaning of components. The Preventive Maintenance cycle may differ depending on the component (equipment) but shall in no instance be longer than a quarterly cycle (or such other period to be Agreed between the Parties in writing).

The Operator is to obtain the City's prior agreement to repair or, if necessary, replace any component. Any replacement is to be maintained in accordance with its manufacturer's recommendations and may be to an updated specification.

The detail regarding the specific ITS equipment and requirements of the Operator shall be outlined by the City in its sole discretion, and provided to the Operator by way of a Protocol.

Responsibilities of the Operator: ITS and related equipment

The Operator shall work closely with, coordinate, cooperate, liaise with, assist and provide attendance to third party ITS Contractors as far as reasonably possible. The Operator responsibilities shall include but not be limited to:

- a) Secure and safeguard all ITS equipment and systems installed in the vehicle
- b) Ensure that the APTMS and AFC systems are operational before the bus proceeds with daily operations.
- c) Ensure that bus drivers log into the APTMS system and select the correct block (routes) being driven during operations.
- d) Report all faults through the Computerized Maintenance Management System (CMMS), currently Forcelink
- e) Report breakdowns enroute to the Control Centre through the use of the request to talk (RTT) functionality on the Mobile Driver Terminal (MDT) installed on the bus by the APTMS Contractor
- f) Make the vehicle available to third parties at an agreed time for any maintenance / repair of the equipment that may be necessary
- g) Be responsible to control and provide access to the ITS equipment for servicing and maintenance by others
- h) Maintain equipment as specified from time to time, including Preventive and Responsive maintenance.
- i) All other responsibilities as specified from time to time.

ITS and Associated Equipment Responsibility Matrix

NOTE: THIS IS AN INDICATIVE TABLE OF RESPONSIBILITIES TO PROVIDE OPERATOR WITH GUIDANCE AROUND CURRENT SYSTEM. HOWEVER, THIS SHALL BE PROVIDED FOR IN A PROTOCOL ISSUED TO THE OPERATOR DURING THE SUBSISTENCE OF THE PHASE 1 STAGE 2 CONTRACT

Equipment	Equipment Supplier	Installation	Commissioning	Warranty	Maintenance
Bus Systems (as part of the Standard bus)					
External variable messaging display (EDD)	Bus manufacturer	Bus manufacturer	Bus manufacturer/ ITS Contractor	Bus Manufacturer	VOC
Internal variable messaging display (EDD)	Bus manufacturer	Bus manufacturer	Bus manufacturer/ ITS Contractor	Bus Manufacturer	VOC
Electronic Destination Display (EDD) Controller	Bus manufacturer	Bus manufacturer	Bus manufacturer/ ITS Contractor	Bus Manufacturer	VOC
Saloon speakers	Bus manufacturer	Bus manufacturer	Bus manufacturer/ ITS Contractor	Bus Manufacturer	VOC
Driver speaker	Bus manufacturer	Bus manufacturer	Bus manufacturer/ ITS Contractor	Bus Manufacturer	VOC
Driver microphone	ITS Contractor	Bus manufacturer/ ITS Contractor	Bus manufacturer/ ITS Contractor	Bus manufacturer/ ITS Contractor	Bus manufacturer/ ITS Contractor
Driver panic alarm button	Bus manufacturer	Bus manufacturer	Bus manufacturer/ ITS Contractor	Bus Manufacturer	VOC
Stop request system	Bus manufacturer	Bus manufacturer	Bus manufacturer/ITS Contractor	Bus Manufacturer	VOC
Auxiliary power supply system	Bus manufacturer	Bus manufacturer	Bus manufacturer	Bus manufacturer	VOC
Main vehicle battery	Bus manufacturer	Bus manufacturer	Bus manufacturer/ITS Contractor	Bus Manufacturer	VOC
BUS-PSD Control System (as part of the Complete bus)					
Bus door and ramp controller and station door controller and synchronization unit	Bus-PSD Contractor	Bus-PSD Contractor	Bus-PSD Contractor	Bus-PSD Contractor	Facilities Management Contractor
CCTV (as part of the Complete bus). Note: The ITS Contractor will supply the APTMS, AFC and CCTV equipment.					
IP cameras and PoE switches	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor
CCTV camera display(s)	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor
APTMS (as part of the Complete bus). Note: The ITS Contractor will supply the APTMS, AFC and CCTV equipment.					
Network Video Recorder (NVR)	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor

Equipment	Equipment Supplier	Installation	Commissioning	Warranty	Maintenance
Multiband antenna(s)	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor
Vehicle Logic Unit (VLU)	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor
Mobile Driver Terminal (MDT)	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor
AFC (as part of the Complete bus). Note: The ITS Contractor will supply the APTMS, AFC and CCTV equipment.					
Fare validator unit(s)	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor
On Board Unit	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor
ITS Multiband antenna (GPS, 3G, Wi-Fi)	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor	ITS Contractor
Optional equipment					
Vehicle performance monitoring (telematics)	Bus manufacturer	Bus manufacturer	Bus maintenance contractor	Bus Manufacturer	VOC
Public On-board Wi-Fi modem and antenna	Bus manufacturer	Bus manufacturer	Bus maintenance contractor	Bus Manufacturer	VOC
On-board public USB charging ports	Bus manufacturer	Bus manufacturer	Bus maintenance contractor	Bus Manufacturer	VOC

Maintenance of existing buses outside of warranty period

The following table lists ITS related equipment and the party responsible for maintenance outside of the Warranty period. Note that during the warranty period the Original Equipment Manufacturer (OEM) should be consulted for maintenance purposes. A complete table with responsibilities for new buses is shown in the next section. Maintenance responsibilities include all cabling, connectors and brackets associated with a device.

NOTE: THIS IS AN INDICATIVE TABLE OF RESPONSIBILITIES TO PROVIDE OPERATOR WITH GUIDANCE AROUND CURRENT SYSTEM. HOWEVER, THIS SHALL BE PROVIDED FOR IN A PROTOCOL ISSUED TO THE OPERATOR DURING THE SUBSISTENCE OF THE PHASE 1 STAGE 2 CONTRACT

Bus Systems (as part of the Standard bus)	Maintenance outside of Warranty Period
External Destination Display (EDD)	APTMS
Internal LED next stop display	APTMS
Internal/External display controller	APTMS
Saloon speakers	APTMS
Driver speaker	APTMS
Driver microphone	APTMS
Driver panic alarm button	APTMS
Stop request system	VOC
Auxiliary battery smart charger	VOC
Auxiliary battery	VOC
Main vehicle battery	VOC

NOTE: THIS IS AN INDICATIVE TABLE OF RESPONSIBILITIES TO PROVIDE OPERATOR WITH GUIDANCE AROUND CURRENT SYSTEM, HOWEVER, THIS SHALL BE PROVIDED FOR IN A PROTOCOL ISSUED TO THE OPERATOR DURING THE SUBSISTENCE OF THE PHASE 1 STAGE 2 CONTRACT

BUS-PSD (Door) Control System	Maintenance outside of Warranty Period
Bus door and ramp controller and station door controller and synchronization unit	Facilities Management Contractor

NOTE: THIS IS AN INDICATIVE TABLE OF RESPONSIBILITIES TO PROVIDE OPERATOR WITH GUIDANCE AROUND CURRENT SYSTEM, HOWEVER, THIS SHALL BE PROVIDED FOR IN A PROTOCOL ISSUED TO THE OPERATOR DURING THE SUBSISTENCE OF THE PHASE 1 STAGE 2 CONTRACT

Advanced Public Transport Management Systems (APTMS) and CCTV equipment	Maintenance outside of Warranty Period
IP cameras and PoE switches	APTMS
CCTV camera display(s)	APTMS
Network Video Recorder (NVR)	APTMS
Multiband antenna(s)	APTMS
Vehicle Logic Unit (VLU)	APTMS
Mobile Driver Terminal (MDT)	APTMS
Terminal blocks incl. fuses	APTMS

NOTE: THIS IS AN INDICATIVE TABLE OF RESPONSIBILITIES TO PROVIDE OPERATOR WITH GUIDANCE AROUND CURRENT SYSTEM, HOWEVER, THIS SHALL BE PROVIDED FOR IN A PROTOCOL ISSUED TO THE OPERATOR DURING THE SUBSISTENCE OF THE PHASE 1 STAGE 2 CONTRACT

Automated Fare Collection (AFC)	Maintenance outside of Warranty Period
Fare validator unit(s)	AFC
On Board Unit	AFC
Multiband antenna	AFC
Terminal blocks incl. fuses	AFC

NOTE: THIS IS AN INDICATIVE TABLE OF RESPONSIBILITIES TO PROVIDE OPERATOR WITH GUIDANCE AROUND CURRENT SYSTEM, HOWEVER, THIS SHALL BE PROVIDED FOR IN A PROTOCOL ISSUED TO THE OPERATOR DURING THE SUBSISTENCE OF THE PHASE 1 STAGE 2 CONTRACT

Other (if applicable)	Maintenance outside of Warranty Period
Vehicle performance monitoring (telematics), including Drivecam	VOC
Public On-board Wi-Fi modem and antenna	VOC
On-board public USB charging	VOC

Other (if applicable)	Maintenance outside of Warranty Period
ports	

New buses

For new buses the tables above are expanded to show Parties responsible for the complete process, from supply to maintenance outside of the warranty period. This table below seeks to provide indicative responsibilities; however, these will be clarified by the City by way of a Protocol in accordance with the Agreement.

NOTE: THIS IS AN INDICATIVE TABLE OF RESPONSIBILITIES TO PROVIDE OPERATOR WITH GUIDANCE AROUND CURRENT SYSTEM, HOWEVER, THIS SHALL BE PROVIDED FOR IN A PROTOCOL ISSUED TO THE OPERATOR DURING THE SUBSISTENCE OF THE PHASE 1 STAGE 2 CONTRACT

ITS and associated equipment	Equipment Supplier	Installation	Commissioning	Warranty	Maintenance outside of Warranty Period
Bus Systems (as part of the Standard bus)					
External Destination Display (EDD)	Bus manufacturer	Bus manufacturer	Bus manufacturer/ APTMS	Bus Manufacturer	APTMS
Internal LED next stop display	Bus manufacturer	Bus manufacturer	Bus manufacturer/ APTMS	Bus Manufacturer	APTMS
Internal/External display controller	Bus manufacturer	Bus manufacturer	Bus manufacturer/ APTMS	Bus Manufacturer	APTMS
Saloon speakers	Bus manufacturer	Bus manufacturer	Bus manufacturer/ APTMS	Bus Manufacturer	APTMS
Driver speaker	Bus manufacturer	Bus manufacturer	Bus Manufacturer / APTMS	Bus Manufacturer	APTMS
Driver microphone	Bus manufacturer (to spec of APTMS Contractor)	Bus manufacturer/ APTMS	Bus Manufacturer / APTMS	Bus manufacturer	APTMS
Driver panic alarm button	Bus manufacturer	Bus manufacturer	Bus manufacturer/ APTMS	Bus Manufacturer	APTMS
Stop request system	Bus manufacturer	Bus manufacturer	Bus manufacturer	Bus Manufacturer	VOC
Auxiliary battery smart charger	Bus manufacturer	Bus manufacturer	Bus manufacturer / APTMS	Bus manufacturer	VOC
Auxiliary battery	Bus manufacturer	Bus manufacturer	Bus manufacturer	Bus manufacturer	VOC
Main vehicle	Bus		Bus	Bus	VOC

ITS and associated equipment	Equipment Supplier	Installation	Commissioning	Warranty	Maintenance outside of Warranty Period
battery	manufacturer	Bus manufacturer	Manufacturer	Manufacturer	
BUS-PSD (Door) Control System					
Bus door and ramp controller and station door controller and synchronization unit	Bus-PSD Contractor	Bus-PSD Contractor	Bus-PSD Contractor	Bus-PSD Contractor	Facilities Management Contractor
Advanced Public Transport Management Systems (APTMS) and CCTV equipment					
IP cameras and PoE switches	APTMS	APTMS	APTMS (with VOC in attendance)	APTMS	APTMS
CCTV camera display(s)	APTMS	APTMS	APTMS (with VOC in attendance)	APTMS	APTMS
Network Video Recorder (NVR)	APTMS	APTMS	APTMS (with VOC in attendance)	APTMS	APTMS
Multiband antenna(s)	APTMS	APTMS	APTMS (with VOC in attendance)	APTMS	APTMS
Vehicle Logic Unit (VLU)	APTMS	APTMS	APTMS (with VOC in attendance)	APTMS	APTMS
Mobile Driver Terminal (MDT)	APTMS	APTMS	APTMS (with VOC in attendance)	APTMS	APTMS
Terminal blocks incl. fuses	APTMS	APTMS	APTMS (with VOC in attendance)	APTMS	APTMS
Automated Fare Collection (AFC)					
Fare validator unit(s)	AFC	AFC	AFC (with VOC in attendance)	AFC	AFC
On Board Unit	AFC	AFC	AFC (with VOC in attendance)	AFC	AFC
Multiband antenna (GPS, GSM/UMTS, Wi-Fi)	AFC	AFC	AFC (with VOC in attendance)	AFC	AFC
Terminal blocks incl. fuses	AFC	AFC	AFC (with VOC in attendance)	AFC	AFC
Other (if applicable)					
Vehicle performance monitoring (telematics),	Bus manufacturer	Bus manufacturer	Bus Manufacturer	Bus Manufacturer	VOC

ITS and associated equipment	Equipment Supplier	Installation	Commissioning	Warranty	Maintenance outside of Warranty Period
including Drivecam					
Public On-board Wi-Fi modem and antenna	Bus manufacturer	Bus manufacturer	Bus Manufacturer	Bus Manufacturer	VOC
On-board public USB charging ports	Bus manufacturer	Bus manufacturer	Bus Manufacturer	Bus Manufacturer	VOC

Use of the Computerized Maintenance Management System (CMMS) for reporting AFC and APTMS related faults:

The Operator shall use the CMMS (currently Forcelink) to report all AFC and APTMS faults. An operator guideline (user manual) will be provided by the City to the Operator (which will be updated from time to time by the City). The Operator may be trained on the use of the system, and in this regard, specific training sessions will be arranged subject to the conditions of the Agreement, and where the City may determine in its sole discretion whether this is necessary.

Maintenance and repair of On-bus Door Opening Communication Mechanism

The maintenance and repair of the on-bus Door Opening Communication Mechanism will become the responsibility of the Station Management Contractor on expiry of the bodywork component of the Vehicle Supplier Maintenance Agreements for the Fleet.

Advertising and Other ITS equipment

The City may elect to procure and install advertising and other ITS equipment on the vehicles during the course of the contract. The maintenance of such equipment will be the responsibility of that supplier.

PROTOCOLS

As provided for in the Agreement, the City shall develop Protocols which will outline the standard procedures that need to be followed by all the contractors involved in the BRT (or IRT) operations, including the Operator. These Protocols will be communicated to all operational entities through Service Notices.

The figure below shows typical examples of operational matters for which specific Protocols will be developed which will describe exactly the roles of all parties, their responsibilities and the lines of communication.

Inevitably the Protocols that will be issued for a specific incident will differ from party to party. For example in the case of a Vehicle being in an accident, the Protocol which the Control Centre controllers will be following will be different from that of the Driver, which will in turn be different from that of the dispatcher at the Depot.

Note that the figures below refer to the current Trapeze Lio system, which may be replaced/phased out with another system with similar functionality which the City may do from time to time in its sole discretion.

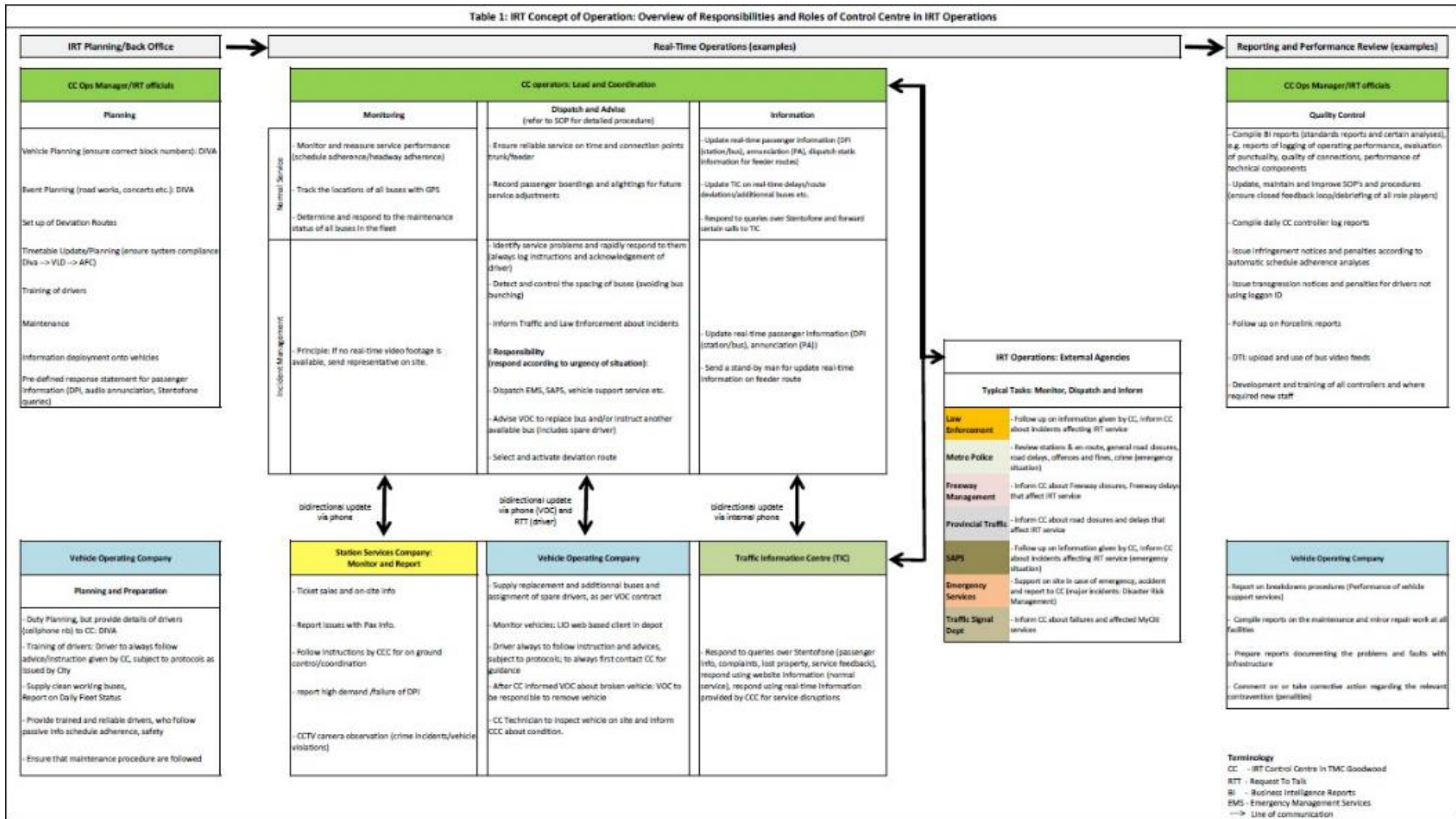



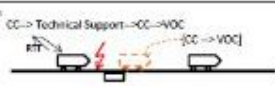
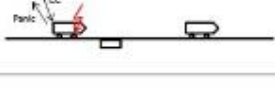



Figure B4: Responsibilities and Roles of Control Centre

Table 2: IRT Concept of Operation: Responsibilities and Roles of Control Centre in IRT Operations: Typical Scenarios and Examples

	Dispatch and Advise	Performed by	System/Comms	Examples of VOC KPI	Reporting
Normal Service	 <p>1. CC to monitor and measure schedule adherence. 2. No action taken if deviation is within threshold range (-30sec < T ≤ +5min).</p>	CC operators CC operators	Vicos Uo Vicos Uo	Refer to VOC agreement (Service Levels and Penalties Schedule)	CC to compile daily/weekly/monthly performance reports.
	 <p>1. CC to monitor and measure schedule adherence and intervene, if deviation is above threshold. 2. Dispatch Actions: RTT to driver and instruct about action (early turn, if very late/high demand etc.). Driver to acknowledge and to adhere, if possible and safe. 3. Dispatch options in case of bus bunching: inform driver about desired cruising speed; add spinner bus for large gap (if available); hold buses at control point. Driver to acknowledge instruction and to adhere. 4. CC to check updated real-time passenger information (DPI at station and inside bus), announcement (PA). 5. CC to monitor and log time when normal schedule adherence is maintained and inform drivers about "green status" (send group message).</p>	CC operators CC operators/OPS Man Driver CC operators/Ops Man Driver CC operators CC operators	Vicos Uo Vicos Uo/RTT Vicos Uo/RTT Vicos Uo Vicos Uo	Refer to VOC agreement (Service Levels and Penalties Schedule)	CC to compile daily performance reports and issue penalties. Analyse strategy taken to avoid bus bunching. Provide input for optimisation. VOC to comment on or take corrective action regarding the relevant contravention (penalties).
	 <p>1. CC to monitor and measure schedule adherence and intervene, if deviation is above threshold. 2. Dispatch Actions: inform driver about desired cruising speed etc.; Driver to acknowledge instruction and to adhere, if possible and safe. 3. CC to check updated real-time passenger information (DPI at station and inside bus), announcement (PA).</p>	CC operators CC operators/OPS Man Driver CC operators	Vicos Uo Vicos Uo/RTT Vicos Uo	Refer to VOC agreement (Service Levels and Penalties Schedule)	CC to compile daily performance reports and issue penalties.
Incident Management	 <p>1. CC to monitor passenger load and demand on stations and confirm with station management. 2. CC to dispatch additional buses + drivers if necessary (ensure correct block numbers). VOC to supply vehicle + driver. 3. CC to set schedule: Travel with offset (earlier or later than original schedule) or relative schedule. 4. CC to check updated real-time passenger information (DPI (station/bus), announcement (PA)). 5. CC to determine when additional service can be stopped. CC send vehicle back to depot and inform VOC via email.</p>	CC operators Station Management CC operators/ Ops Man/IRT officials VOC CC operators CC operators CC operators	Vicos Uo/ CCTV Vicos Uo/phone Vicos Uo Vicos Uo Vicos Uo/phone	Refer to VOC agreement (Service Levels and Penalties Schedule)	CC to compile reports about extra services and assess whether the spinners should be included permanently in the timetables. Confirm with IRT officials.
	 <p>1. Driver RTTs to CC and respond to trouble-shooting questions. 2. CC to dispatch technical vehicle support and decides on spare vehicle and driver. 3. CC to advise VOC, who will take appropriate action e.g. supply additional bus and driver. Ensure correct block number. 4. If lane is blocked, CC to activate deviation route. 5. If normal traffic is affected, CC to call in Law Enforcement. 6. VOC to be responsible to remove vehicle (back to depot). 7. CC to check updated real-time passenger information (DPI at station and inside bus), announcement (PA).</p>	CC operators Driver Ops Man/IRT officials VOC CC operators CC operators Law Enforcement VOC CC operators	Vicos Uo/RTT Phonecall Phonecall Vicos Uo Phonecall Phonecall Vicos Uo	Refer to VOC agreement (Service Levels and Penalties Schedule)	CC to compile daily log report and ensure feedback loop including all role players. Provide input for optimisation. VOC to report on breakdowns procedures (Performance of vehicle support services).
Incident Management	 <p>1. Driver RTTs to CC and give details of accident. 2. CC to decide on involving Law Enforcement, Emergency Services, and advise VOC (which will arrange technical vehicle support, dispatch spare vehicle and driver). 3. VOC to supply additional bus and driver. Ensure correct block number. 4. CC to activate alternative route (pre-defined or spontaneous), if required. 5. CC to check updated real-time passenger information (DPI (station/bus), announcement (PA)).</p>	CC operators/OPS Man Driver CC operators/OPS Man VOC Law Enforcement, ESD CC operators CC operators	Vicos Uo/RTT Phonecall Phonecall Vicos Uo Vicos Uo	Refer to VOC agreement (Service Levels and Penalties Schedule)	CC to compile daily log report and ensure feedback loop including all role players. Provide reference number for insurance claim.
	 <p>1. Driver to push panic button which automatically alarms the CC. 2. CC RTTs driver for details of the incident. 3. CC to dispatch ESD, Law Enforcement (to next station, to site), if required. 4. CC to advise VOC, who should consider sending a spare vehicle and driver.</p>	Driver CC operators CC operators CC operators/OPS Man	Vicos Uo Vicos Uo/RTT Vicos Uo Phonecall	Refer to VOC agreement (Service Levels and Penalties Schedule)	CC to prepare daily log report and analyse video footage for details and report on action.
	 <p>1. CC may dispatch support to remove obstacle (send tow truck, inform Law Enforcement for legal actions), or if caused by VOC, advise VOC. 2. CC to activate deviation route and inform drivers, if required. 3. CC to check updated real-time passenger information (DPI (station/bus), announcement (PA)). 4. CC to go back to normal service once road is cleared.</p>	CC operators Tow truck company, Law Enforcement CC operators CC operators CC operators	Phonecall Vicos Uo Vicos Uo Vicos Uo	Refer to VOC agreement (Service Levels and Penalties Schedule)	CC to prepare daily log report. Law Enforcement to issue fine if vehicle accessed without having a valid permit.

General note:
 - In case that the driver does not respond and/or ignores instructions: CC controller to notify Ops Man and VOC manager via email/sms.
 - There are two threshold ranges, one for activating CC intervention and another one for imposing penalties.
 - Validate action at the end of shift: Driver may allege an excuse providing evidence of an exceptional situation to avoid penalty (use video feeds and controller logs as aids).
 - In case of radio failure where a RTT is not possible, the CC contacts driver via cellphone, or vice versa (list of contact details per driver are provided by the VOC).

Terminology
 CC - IRT Control Centre in TMC Goodwood
 RTT - Request To Talk
 BI - Business Intelligence Reports
 EMS - Emergency Management Services

Figure B5: Typical Scenarios

VOC FUNCTIONALITY: APTMS AND AFC SYSTEMS

APTMS High Level Functional Description

The information provided in this section is based on the current system from Trapeze (VICOS LIO) and may in future be replaced (phased out) by a new system with similar functionality. The Operator shall ensure that the APTMS system is operational before the bus proceeds with daily operations. The Operator shall ensure that bus drivers log into the APTMS system and select the correct block (routes) being driven during operations.

Bus drivers can contact the TMC through a Request To Talk (RTT) button. This will send a request to the TMC to contact the bus. B-directional voice communications can then be established from the TMC. It is also possible for a bus driver to send pre-programmed text messages to the TMC.

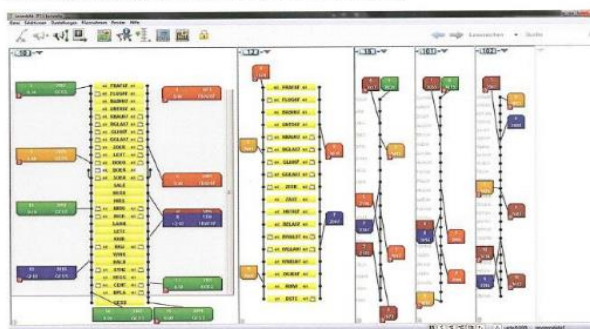
Bus drivers have a display showing him his route with next stops and whether he is ahead or behind schedule. Should the current system be replaced, the Operator will receive training on the use of the new system. The Operator shall make available relevant personnel to receive training.

The system allows for real-time tracking and monitoring of buses against schedules. Various views are possible, including map display, route diagrams, tables, strip-line displays, etc. some of which are shown below for the current Trapeze system (which may in future be replaced/phased out). The Operator will have access to this information as a remote viewing client only, i.e. no direct communications are possible between the VOC and bus drivers through the APTMS system.

GIS map example with a route and the Context Menu



Route Diagram example- the various viewing modes in one overview



GIS Map example with detailed vehicle information in 'tooltip'



Vehicle Table example, one vehicle showing details

Platzname	Linie / Farbe	Position	ZH	Abfahrtszeit	Wendepunkt	Fahrer	Notizen
20372H	927	SOHR	+139 m	0:00	+8:28	Raar Hans	14:28:01 V&Z 20372H departed early
20362H	77	WOLL	0 m	0:20	-0:20	Rosenkötter Sven	14:28:02 V&Z 20362H departed early
20392H	124	SALE	+131 m	0:00	+11:42	Kuende Christian	14:28:05 V&Z 20392H departed early
20360H	3600						
20380H	330	SOHN	+13 m	0:00	-0:18	Böckl Steffen	14:28:02 V&Z 20380H departed early
20320H	1472	OWE	0 m	0:18	-2:48	Gassenmann Hans-Peter	14:28:02 V&Z 20320H departed late
20368H	727	ALTW	+109 m	0:00	-3:39	Rapard Axel	14:28:07 V&Z 20368H departed early
20342H	12011	WAS	0 m	0:00	-0:18	Schöls Andreas	14:28:05 V&Z 20342H departed early
20328H	50	KPLU	+800 m	0:00	-2:59	Altenpach Helene	14:28:05 V&Z 20328H departed early
20388H	405	FRIA	+212 m	0:00	+3:38	Kuba Richard	14:28:22 Jam detected
20212H	4717	WOLL	+99 m	0:00	-3:39	Mattys Ulrich	14:28:41 V&Z 20212H departed early
Kunde	3691	Züsch, Bellevue				ganz	Kunde 3158
Fahrer/Platz	V&Z Team	Linienfahrer		15:10:00	0:00	46:12	Linienfahrer
Ort	VERKEHR	398612					14:28:05
Verkehrs-ZV		Züsch, Bahnhof Stadt					
20300H	3012	B/WP	+138 m	0:00	-0:39	Zieggen Bruno	14:28:17 V&Z 20300H departed early
20300H	481	HRZ	0 m	0:00	0:00	Schuler Lisa	14:28:49 V&Z 20300H departed early
20340H	330	B/WP	0 m	0:00	-0:39	Fischer Christian	14:28:42 V&Z 20340H departed early
20378H	70	BTE	0 m	0:00	-0:28	Kühnen Samuel	14:28:25 V&Z 20378H departed early
20320H	3045	RSTR	+242 m	0:00	-0:49	Ranzl Viktor	14:28:48 V&Z 20320H departed early

AFC validator information

The information provide below is for the current AFC validators, which system will be replaced with new devices and/or new systems over time. The information below is therefore typical information related to the AFC validators. The Operator shall ensure that the validators on the bus are operating before the bus proceed with daily operations.

- a) When the validator is ready for use, the perimeter light and certain blocks on the screen will be BLUE and the words "Present Card" will be displayed on the screen (Driver only provide assistance). When a smartcard (such as the myconnect card) is presented to the bus validator, the perimeter light and certain blocks on the screen will become YELLOW and the words "Processing Please Wait" will be displayed on the screen. (Driver only provide assistance)
- b) When the transaction is successful, the perimeter light and certain blocks on the screen will become GREEN and the word "Proceed", along with other relevant information depending on the fare deducted, will be displayed on the screen, as per the diagram below. (Driver only provide assistance). When the transaction is successful yet with a warning, the perimeter light, as well as certain blocks on the screen will become ORANGE. Relevant information relating to why there is a warning with the transaction will be displayed on the screen. In the diagram below, the reason for the successful transaction with a warning, is that the card is about to expire: (Driver only provide assistance)
- c) When the transaction is not successful, the perimeter light and certain blocks on the screen will become RED and the relevant information depending on why the transaction is not successful will be displayed on the screen. In the diagram below, the reason for the unsuccessful transaction is insufficient value. (Driver intervene)

C.6 SPECIAL CONDITIONS OF CONTRACT

The City has incorporated further special contract conditions, which are incorporated in a specific Service Level Agreement, and which is defined as the “Agreement” given the implications of the National Land Transport Act, and the Public Transport Network Grant for the MyCiTi service. **The Agreement is appended as a separate document and constitute further Special Conditions of Contract.**

1. In case of a conflict, the order of precedence of the documents constituting the Contract shall be as follows subject to any amendments in writing and agreed to:
 - a. The Special Conditions of Contract which is the Agreement read with the clauses set out herein;
 - b. The Operational Specifications, including the appendices thereto which form part of **C.5**;
 - c. The General Conditions of Contract as issued and published from time to time by the National Treasury as set out in **C.7**; and
 - d. Appendices **C.1** to **C.5** and **C.8** inclusive of Annexures thereto of the Tender documents, including the Tenderer’s accepted and responsive bid documentation provided to the City, which forms part of the Contract.

2. Although the Operational Specifications is identified in **C.5**, in the event of any specific conflict between the clauses of the Agreement and clauses as set out in the Operational Specifications, the Agreement prevails.

3. The documents, together with any such amendments, constitute the Contract documents.

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract.

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means when this Agreement has been signed by each party, the latest of the dates upon which this Agreement was signed by any party.

- 1.1B “Service Commencement Date” means the date that services are required to commence in terms of a Service Notice issued by the City.

- 1.1C “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

- 1.15 The word ‘Goods’ is to be replaced everywhere it occurs in the GCC with the phrase ‘Goods and / or Services’ which means all of the equipment, machinery, materials, services, products, consumables, etc. that the Supplier is required to deliver to the Purchaser under the agreement. This definition shall also be applicable, as the context requires, anywhere where the words “supplies” and “services” occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word ‘Order’ is to be replaced everywhere it occurs in the GCC with the words ‘Purchase Order’ which means the official purchase order authorised and released on the Purchaser’s SAP System.

Delete Clause 1.21 and substitute with the following:

- 1.21 ‘Purchaser’ means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.
- 1.27 "Intellectual Property" means 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 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
- 1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.
- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser 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 the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of the Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.

- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
 - 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
 - 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
 - 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
 - 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
 - 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
 - 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
 - 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
 - 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the Copyright Act (Act 98 of 1978) relating to the Contract shall be vested in the Purchaser. Where copyright is vested in the Supplier, the Purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the agreement and need not obtain the Supplier's permission to copy it for such use. Where copyright is vested in the Purchaser, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made

against it by any person / entity, arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
- 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
- 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The Supplier shall, and warrants that it shall:
- 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
- 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier 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 Purchaser;
- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- 5.9.7 that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 PERFORMANCE MONITORING

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

7. Performance Security

Delete clause 7.1 and replace with the following:

- 7.1 Within 14 (fourteen) days of the Service Commencement Date the Supplier shall furnish to the Purchaser the performance security:
 - 7.1.1 For the Guarantee Sum equal to **R40 million (Forty million rand)** per contract area.
 - 7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution (**Annexure E**) listed in the Pro Forma Performance Security/Guarantee (being institutions approved for issue of contract guarantees by the Purchaser).

Delete clause 7.3 and replace with the following:

- 7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in Form of Performance Security/ Guarantee.

Delete clause 7.4 and replace with the following:

- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier strictly in accordance with the terms and conditions set out in the Performance Security/ Guarantee.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that Goods and/or Services to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Supplier shall be open, at all reasonable hours, for inspection by a representative of the Purchaser or an organisation acting on behalf of the Purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R25 million** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

- 11.2.4 In the event of under insurance or the insurer’s repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker’s warranty worded precisely as per the pro forma version contained in the Pro forma Insurance Broker’s Warranty or copies of the insurance policies.

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

- 16.1 Payment of invoices will be made:
 - 16.1.1 Within 30 (thirty) days of receiving the approved invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.
 - 16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

Delete Clause 16.2 in its entirety and replace with the following:

- 16.2 The Supplier shall furnish the purchaser’s Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.
- 16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser’s Treasury Department.
 - 16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third-party manufacturer/supplier, and which may be stored by the supplier:

- 16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.

- 16.6.3 Advance payment for the purposes of deposits will only be provided in accordance with the SCM Policy.
- 16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third-party manufacturer/supplier, together with the advance payment guarantee.
- 16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

Formulas as per **Annexure C** (the Contracting Pricing Adjustment Schedule) which is annexed to **the Agreement** (Special Conditions of Contract) and marked as C.6.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or

employees as fully as if they were the acts, defaults or negligence of the Supplier.

- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his discretion extend the time for Delivery.

Where additional time is granted, the Purchaser shall also determine whether or not the Supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the Purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the Supplier and the Purchaser, additional time only (no costs) will be granted.

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalties for this contract shall be as per **Annexure B of the Agreement** (Special Conditions of Contract).

- 22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be

terminated:

- 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 If the Parties, by mutual agreement, terminate the Contract.
- 23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).
- 23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

- 23.9 If the Contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination, must be performed by the relevant Party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
 - 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the Parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the Parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the Parties. The mediator may meet the Parties together or individually to enable a settlement.

Where the Parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the Parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the Parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (a) and (b) and replace with the following:

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this Contract, the Supplier shall be solely liable for and hereby indemnifies and holds harmless the Purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
- a) personal injury or loss of life to any individual;
 - b) loss of or damage to property;

arising from, out of, or in connection with the performance by the Supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the Purchaser.

- 28.3 The Supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which

any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the Purchaser or its agents or employees.

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable, sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the day delivery of delivery or the next Working Day,
 - b) sent by registered mail – five (5) Working Days after mailing,
 - c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with this tender.

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (**Annexure B**). Any failure in this regard may result in a delay in the processing of payments.

C.6 SPECIAL CONDITIONS OF CONTRACT: THE MyCiTi PHASE 1 STAGE 2 SERVICE LEVEL AGREEMENT

DRAFT SERVICE LEVEL AGREEMENT

(GROSS-BASED)

FOR THE

PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES

VEHICLE OPERATOR AGREEMENT

between

THE CITY OF CAPE TOWN

and

[•] COMPANY (PTY) LIMITED

Registration Number [•]

[THE OPERATOR'S NAME AND COMPANY REGISTRATION DETAILS TO BE INSERTED]

in respect of

THE PHASE 1 STAGE 2 OF THE MyCiTi PUBLIC TRANSPORT SERVICE

FOR THE PHASE 1 STAGE 2

SPECIFIC CONTRACT AREA

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PART A - PRELIMINARY

1. DEFINITIONS

- 1.1 In the Agreement, words in the singular also include words in the plural and vice versa where the context permits.
- 1.2 In the Contract, any word or expression to which a meaning has been assigned in the NLTA or the NRTA has the meaning assigned to it by those Acts, as amended from time to time, unless inconsistent with the definitions contained herein, in which case the definitions herein apply and the following words and expressions shall have the following meanings, except where the context indicates otherwise. Where the same word appears in both the NLTA and the NRTA, and not in this Agreement, the definition as it appears in the NLTA prevails:
- 1.2.1 “**ABT**” means Account Based Ticketing that supports the cashless MyCiTi ticketing system;
- 1.2.2 “**Advertising Management Contractor**” means any advertising management contractor which may be appointed by the City in relation to the advertising on Vehicles, Stations, Stops and Staging Areas;
- 1.2.3 “**AFC**” means the automated fare collection system utilised by the City within the MyCiTi System and may also include such alternate system as the City may deem appropriate from time to time;
- 1.2.4 “**Agreement**” means this agreement , as amended from time to time, which forms part of the Contract, and in the event of a conflict between the contents hereof and any other part of the Contract, the contents of this Agreement shall prevail;
- 1.2.5 “**Appendix**” means the respective appendix to the Operational Specifications, which form part of the Contract;
- 1.2.6 “**Applicable Law**” means any law including the Constitution, national and provincial statute, by-law, ordinance, proclamation or other subordinated legislation including any other legislative measure, as amended from time to time, the common law and any judgment, decision, order or rule of any court with relevant jurisdiction, and which has the force of law;

- 1.2.7 “**Authorised Representatives**” means persons authorised in writing by the City and the Operator respectively, as contemplated in terms of clause 74, unless otherwise indicated;
- 1.2.8 “**BBBEE Act**” means the Broad-based Black Economic Empowerment Act, Act 23 of 2003 (as amended) and any regulations thereunder;
- 1.2.9 “**BBBEE Codes**” means the codes of good practice on BBBEE issued and gazetted from time to time by the Department of Trade, Industry and Competition in terms of the BBBEE Act;
- 1.2.10 “**Black Enterprise**” means a company that qualifies as such in terms of the BBBEE Codes;
- 1.2.11 “**Board**” means the board of directors of the Operator, from time to time;
- 1.2.12 “**Bus**” means a motor vehicle licenced to carry more than 35 persons including the driver;
- 1.2.13 “**Bus Tech Equipment**” means collectively, the ITS System, AFC, DBMS, and Telematics System or any one of them depending on the context, and as may be updated or replaced by the City from time to time;
- 1.2.14 “**Business Day**” means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
- 1.2.15 “**BRT**” or “**Bus Rapid Transit**” means the type services or system means a system of public transport that meets the following criteria: (a) dedicated busways in areas of high congestion; (b) a cashless fare system or an automated fare collection system using such technology; (c) scheduled services that provide for a high-frequency of peak services, and also providing for scheduled off-peak services; and (d) vehicle tracking and monitoring system (all the aforementioned criteria must be present in order to encompass the definition of BRT);
- 1.2.16 “**Business Rescue**” means any proceedings to facilitate the rehabilitation of a Financially Distressed company, as defined in section 128(1)(b) of the Companies Act, Act 71 of 2008 (as amended) and any regulations thereunder, provided that the term “**Financially Distressed**” shall have the meaning given to it in this Agreement;
- 1.2.17 “**BYOD**” means bring-your-own-device (Fare Media);

- 1.2.18 “**Capacity**” means the maximum number of passengers that may lawfully be carried in a particular Vehicle, including all seated and standing passengers (but excluding the driver of such Vehicle), as specified in the relevant roadworthy certificate or Applicable Law;
- 1.2.19 “**Calendar Day**” means every day including a public holiday and weekend;;
- 1.2.20 “**Charter Services**” means a service which involves the charter or private hire of Vehicles, and which are not Event Services;
- 1.2.21 “**CIPC**” means the Companies and Intellectual Properties Commission;
- 1.2.22 “**City**” means the City of Cape Town, a metropolitan municipality as contemplated in section 1 of the Local Government: Municipal Structures Act, Act 117 of 1998, 12 Hertzog Boulevard, Cape Town, or its successor-in-title as contemplated in clause 100.2;
- 1.2.23 “**Commencement Date**” means the date on which the Contract is signed by the last Party’s respective authorised signatory (and which definition shall have the same meaning as “**Signature Date**”);
- 1.2.24 “**Companies Act**” means the Companies Act, Act 71 of 2008 (as amended) and any regulations thereunder;”
- 1.2.25 “**Concession Services**” refers to certain feeder routes and other potential transport services in a contract area to be operated on a concession basis and which be piloted during the subsistence of this Agreement;
- 1.2.26 “**Conditions Precedent**” means the conditions precedent in clause 6;
- 1.2.27 “**Confidential Information**” means all information, without limitation, of whatsoever nature relating to the Disclosing Party's business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs; relating to the relationship of the Disclosing Party with its customers and suppliers; or relating to the contents of this Agreement and any other information received pursuant to this Agreement;

but excludes information which:

- 1.2.27.1 is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of the Contract is Agreement by the Operator; or
- 1.2.27.2 is required to be disclosed under any law or regulation, or by any governmental or competent authority, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this Agreement by the Receiving Party; or
- 1.2.27.3 the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
- 1.2.27.4 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- 1.2.27.5 was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
- 1.2.27.6 is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
- 1.2.27.7 is developed independently by the Receiving Party without reference to the Confidential Information, it being recorded that, for purposes of this definition:
- 1.2.27.7.1 “Disclosing Party” means the Party disclosing Confidential Information to the Receiving Party; and

- 1.2.27.7.2 “Receiving Party” means the Party receiving Confidential Information from the Disclosing Party.
- 1.2.28 **“Consideration Amount”** means the amount payable to the Operator for Services rendered in terms of the Contract and comprised of the following components as may be adjusted in accordance with the Contract:
- 1.2.28.1 Fixed Costs;
- 1.2.28.2 Vehicle Fixed Costs;
- 1.2.28.3 Driver Costs;
- 1.2.28.4 Regulator Costs;
- 1.2.28.5 Vehicle Kilometre-related Costs (for the relevant Vehicle type); and may include, but have to include, and subject to the City’s approval;
- 1.2.28.6 the Capital Repayment costs; Provisional Sums; Prime Costs, and which categories of costs shall be determined by the City in its sole discretion and for a specific purpose, as provided for in in the Agreement.
- 1.2.29 **“Contract”** means the definition provided for in clause 2 of the Agreement;
- 1.2.30 **“Control Centre”** means the control centre operated by the City, as contemplated in clause 73;
- 1.2.31 **“Control of Access to Public Premises and Vehicles Act”** means the Control of Access to Public Premises and Vehicles Act, Act 53 of 1985 (as amended);
- 1.2.32 **“Council”** means the Council of the City of Cape Town;
- 1.2.33 **“CPI”** (or the consumer price index) means the percentage of change in Statistics South Africa’s Geographic Price Index for the Western Cape Province for the relevant month, compared to the concomitant consumer price index for the same month a year before (as published at <http://www.statssa.gov.za>);
- 1.2.34 **“Day”** means a Calendar Day;

- 1.2.35 “**Declining Daily Rate**” means the rate that will be applicable in circumstances where an Event of Force Majeure or Industry Strike has occurred, and subject to the conditions set out in clause 80 of the Agreement,
- 1.2.36 “**Depot/s**” means the immovable properties utilised by the Operator as depots for the Vehicles, together with such fixtures and fittings as may be described in **Appendix D** and **Appendix E** of the Operational Specifications and may include such depots as the City may allocate to the Operator by way of a Service Notice, as provided for in this Agreement;
- 1.2.37 “**Direct routes**” means the routes which operate between key destinations and differ from trunk routes in that they operate on lower order roads through communities in part. Direct routes may or may not operate in dedicated infrastructure along part of their route;
- 1.2.38 “**Drive Behaviour Management System**” or “**DBMS**” means the electronic driver behaviour management system to be utilised by the Operator for monitoring Drivers’ behaviour and may include such alternative system as the City may deem appropriate from time to time, which alternative system may not be used on the Vehicles without pre-approval from the City;
- 1.2.39 “**Drivers**” means those persons employed by the Operator to drive and operate the Vehicles (and this does not include those employed temporarily using labour brokers);
- 1.2.40 “**Drivers’ Pool Schedule**” means, in respect of each Driver, a written schedule setting out the name, identity number (or passport number), date of recruitment, driver’s licence number, licence code(s) and expiry date of licence and PrDP, to be furnished by the Operator to the City, in such format as the City may prescribe from time to time, and which will be provided by the Operator to the City on a monthly basis or which other frequency as determined by the City from time to time;
- 1.2.41 “**Driver Rate**” mean the agreed Driver related rate payable to the Operator, as specified in **Appendix B** of the Operational Specifications;
- 1.2.42 “**Employees**” means the employees of the Operator, or of any subcontractor contracted by the Operator to perform a part of the Service;
- 1.2.43 “**EMV**” means the abbreviation adopted for Europay, Mastercard and VISA.

- 1.2.44 **“Encumbrance”** means:
- 1.2.44.1 any mortgage, pledge, lien, assignment or cession conferring security, hypothecation, security interest, preferential right or trust arrangement or other encumbrance securing any obligation of any person; or
- 1.2.44.2 any arrangement under which money or claims to, or for the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or
- 1.2.44.3 any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of a security interest;
- 1.2.45 **“Engineering Kilometres”** means kilometres travelled in respect of testing, repairs, breakdown replacement and maintenance of Vehicles, staff transport and training, Driver relief, positioning to and from a Vehicle manufacturer and/or supplier and/or Vehicle Testing Station and/or for such similar purposes and in respect of which, the Operator shall not be entitled to be compensated;
- 1.2.46 **“Entity”** means any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, limited partnership, joint venture, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.2.47 **“Event of Force Majeure”** means an exceptional event or circumstance not caused by a Party, and which objectively is beyond a Party’s control, and which such Party could not have reasonably foreseen, and could not reasonably have been avoided or overcome by such Party, and which event must have the consequence of Service(s) not being rendered, being events of:
- 1.2.47.1 fire, chemical or radioactive contamination, earthquakes, floods, epidemics, pandemics, plague and acts of God;
- 1.2.47.2 acts of war (whether declared or undeclared), invasion of foreign enemies, terrorism, explosion, civil war, revolution or insurrection, sabotage, or riots;

- 1.2.47.3 sanctions, acts of Government, compliance with new law or regulations not in existence at the Commencement Date or lawful demands of Government in terms of such law or regulations;
- 1.2.48 **"Event Service"** means a transport service for an event approved by the City in writing, during the term of the Contract;
- 1.2.49 **"eWallets"** means the abbreviation for Electronic Wallets that are used for various online payment processes.
- 1.2.50 **"Facilities Management contractor"** or **"FM Contractor"** means a facilities management contractor who may be appointed at the City's sole discretion and whose duties would be set out in a Facilities Management Agreement;
- 1.2.51 **"Fare evasion"** means the act of utilising public transport without a valid fare media and/or City determined fare media and encompasses, but is not restricted to:
- 1.2.51.1 using such transport without the appropriate fare media or concession, or with a fare media or concession that has expired, or using transport with insufficient value, or where such medium may be defaced, altered, and/or use is fraudulent;
- 1.2.51.2 using a fare media in the incorrect zone, route or overriding the designated zone; and/or
- 1.2.51.3 using a fare media or such other medium as determined by the City that was not used, validated and/or been used fraudulently.
- 1.2.52 **"Fare Media"** means any form that is used to identify a commuter and in conjunction with fare management.
- 1.2.53 **"Feeder routes"** means those routes operate in mixed traffic and pick up passengers either kerbside or at low floor platform stations;
- 1.2.54 **"Financially Distressed"** means, in relation to the Operator, if:
- 1.2.54.1 it appears to be reasonably unlikely (to the City or the Operator, as the case may be), that the Operator will be able to pay all its debts as they become due and payable within the immediate ensuing 6 months period; or

- 1.2.54.2 the Operator's liabilities exceed its assets by more than 15%, at any time, or
- 1.2.54.3 if it appears to be reasonably likely that the Operator will become insolvent within the immediately ensuing six months,

and "**Financial Distress**" shall have a corresponding meaning.

- 1.2.55 "**Financial Year**" means, at any time, the financial year of either Party, as may be disclosed by the Parties each other during the subsistence of the Contract;

- 1.2.56 "**FF&E**" means Furniture, Fixtures and Equipment;

- 1.2.57 "**GPS**" means the international Global Positioning System;

- 1.2.58 "**Gross contracted services**" means the service provision model where the City will pay the Operator an amount based on a set of quantities that may vary and rates that are tendered. The City will collect the fare revenue separately. These services include core MyCiTi trunk, direct and feeder services;

- 1.2.59 "**Invoice**" means a valid tax invoice substantially in the format set out in **Annexure A** to this **Agreement**, and as may be amended by the City from time to time;

- 1.2.60 "**IPTN**" means the City's Integrated Public Transport Network;

- 1.2.61 "**IPTN routes**" means Integrated Public Transport Network routes;

- 1.2.62 "**ISO**" means International Standards Organisation;

- 1.2.63 "**Intellectual Property**" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, 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;

- 1.2.64 “**IT**” means the Information Technology means computer hardware, software, services, and supporting infrastructure to manage and deliver information using voice, data, and video;
- 1.2.65 “**Intelligent Transport Systems**” or “**ITS**” means the system determined by the City from time to time in order to fulfil the requirements for the MyCiTi System, which shall include, but not be limited to, the advanced traffic signal systems, freeway management systems, incident management systems, traveller information systems, fare collection systems, fare media systems, monitoring and tracking systems, and other such technological-based systems to support bus rapid transit systems, but may include such alternative systems as the City may deem appropriate from time to time (and in conformance with **Appendix L** of the Operational Specifications);
- 1.2.66 “**ITS Contractor**” means the contractor, that may be appointed by the City, responsible for designing, implementing, and where applicable, maintaining for any aspect of the ITS, including the AFC components on the Vehicles and/or at the Stations, Depots and Staging Areas, and which shall be responsible for any hardware/software equipment deployed within the MyCiTi and which shall be referred to as the “ITS Units”;
- 1.2.67 “**Kilometre Rate**” means the agreed kilometre rate payable to the Operator, in respect of Scheduled Operated Kilometres and any Positioning Kilometres traversed by it, as specified in **Appendix B** of the Operational Specifications and;
- 1.2.68 “**MBT**” means minibus-taxi;
- 1.2.69 “**MFMA**” means the Municipal Finance Management Act, Act No. 56 of 2003;
- 1.2.70 “**Mifare**” means the interface standard that is used to communicate between contactless fare media and the validator;
- 1.2.71 “**MPS**” means Minimum Performance Standards;
- 1.2.72 “**MyCiTi**” or “**MyCiTi System**” means the City’s high quality, integrated public transport system within the City’s broader integrated public transport network (and as adjusted and amended by the City from time to time) within the City’s metropolitan demarcated area;

- 1.2.73 “**MyCiTi Contractors**” means collectively, any contractor that may be appointed by the City for Facilities Management, Advertising Management, ITS, supervising and monitoring services, w from time to time in the implementation and operation of the MyCiTi System and excludes the MyCiTi Operators;
- 1.2.74 “**MyCiTi Operator**” means, with the exception of the Operator under this Contract, all other vehicle operators appointed by the City to perform public transport services within the MyCiTi System, unless an operator is expressly excluded by the City on written notice to the Operator;
- 1.2.75 “**NMT**” means Non-Motorised Transport;
- 1.2.76 “**Nett Contract**” means the Operator provides a specified service for a specified period; and the City covers costs to the extent reflected in the Contract and retains all revenue;
- 1.2.77 “**NLTA**” means the National Land Transport Act, Act 5 of 2009 (as amended) and any regulations thereunder;
- 1.2.78 “**NRTA**” means the National Road Traffic Act, Act 93 of 1996 (as amended) and any regulations thereunder;
- 1.2.79 “**Off-peak services**” refers to Services provided on weekdays between 09:30 to 15:00 and 19:00 to 22:00, noting that the times differ slightly between the timetables that will be issued by the City, and will be updated (if applicable) and communicated to the Operator and users within the conditions of the Contract;
- 1.2.80 “**Operator**” means [^^ Proprietary Limited], a private company incorporated under the laws of South Africa with registration number [^^];
- 1.2.81 “**Operator-Procured Vehicles**” means the Vehicles leased and/or purchased by the Operator in accordance with this Agreement to render the Services;
- 1.2.82 “**Operator-Procured Vehicle Rate**” means, to the extent that the conditions of clause 21 or such other category of cost as determined by the City are applicable, the agreed rate payable to the Operator in respect of leasing and/or capital cost of Operator-Procured Vehicles;

- 1.2.83 “**Operating Licence**” means any licence, consent or permit required, and as issued by the regulatory entity, to the Operator to provide the Services in terms of the NLTA;
- 1.2.84 “**Operational Specifications**” means the Operational Specifications prepared and issued by the City, and which, together with Appendices thereto, are included in Annexure C.5 of the Contract;
- 1.2.85 “**Ownership control**” means the ability to exercise and/or to influence substantially the exercise of any of the financial and operating policies of an Operator and obtain a benefit from its activities;
- 1.2.86 “**Parties**” means the parties i.e. the City and the Operator to this Agreement and “**Party**” means any one of them depending on the context;
- 1.2.87 “**Peak services**” means the services provided on weekdays between 05:30 to 09:30 and 15:00 to 19:00, noting that the times differ slightly between the timetables that will be issued by the City, and will be updated (if applicable) and communicated to the Operator and users within the conditions of the Contract;
- 1.2.88 “**Penalties**” means the amounts that have been imposed and are to be deducted from the monthly Consideration Amount pursuant to particular infringements or service level failures as set out in **Annexure B** to the **Agreement**;
- 1.2.89 “**Penalty Schedule**” means the penalty schedule recording the sanctions applicable to any infringements or deviations from the expected levels of service required by the City in terms of the Contract, as set out in **Annexure B** to the **Agreement**, and wherein the penalty amounts shall be adjusted annually in accordance with the Contract;
- 1.2.90 “**PMS**” means Performance Management System.
- 1.2.91 “**POPI Act**” means the Protection of Personal Information Act, Act 4 of 2013 (as amended) and any regulations thereunder;
- 1.2.92 “**Performance Guarantee**” means a written, irrevocable performance guarantee to be provided by the Operator to the City, strictly in accordance with the terms and conditions contemplated in clause 7 as read with **Annexure C** of the Tender, and which list of recognised financial institutions may be amended from time to time by the City in its sole discretion;

- 1.2.93 **“Protocol”** means any written guidance and instruction, issued by the City from time to time, indicating, amongst other things, its requirements in relation to standard operating procedures, the manner in which the Services are to be rendered, the basis of co-operation between the Operator and MyCiTi Operators and/ or MyCiTi Contractors and the exact procedures to be followed in order to comply with the City’s service level requirements, and any other written instruction, and which the Operator must abide by as provided for in such Protocol;
- 1.2.94 **“PrDP”** means a professional driving permit as issued by the authorised regulatory body pursuant to the NRTA;
- 1.2.95 **“Provisional Sums”** or **“Provisions”** means the maximum amounts set aside for the payment of pre-approved categories of expenditure as determined by the City in its sole discretion, and where City has the sole discretion to approve or not such claims against the Provisional Sum pursuant to the Contract;
- 1.2.96 **“PTIs”** means Public Transport Interchanges;
- 1.2.97 **“PTNG”** means Public Transport Network Grant;
- 1.2.98 **“Public Transport Services”** means a scheduled or unscheduled service for the carriage of passengers by road in terms of a contract concluded between a contracting authority, private entity or passenger, and an operator and where the service is provided for a fare or any other consideration or reward, and where such service footprint is specific and determinable;
- 1.2.99 **“QR Codes”** is short for Quick Response Codes;
- 1.2.100 **“Quarter”** or **“Quarterly”** means a consecutive period of 3 (three) months commencing from the start of the City’s Financial Year or a calendar year, or alternatively the Operator’s Financial Year or a calendar year, as determined depending on the context of which Party is being referenced, and where any quarterly reports or quarters coincide with the financial year;
- 1.2.101 **“Rand”** or **“R”** means South African Rand, the lawful currency of the Republic of South Africa;
- 1.2.102 **“Reasonable and Prudent Operator”** means an operator seeking in good faith to perform its contractual obligations and in doing so, as well as in the general conduct

of its business operations, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all Applicable Laws, engaged in the same type of undertaking and under the same or similar circumstances and conditions. Any reference to the standards of a reasonable and prudent operator shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid, and which applicable determination and standard under the Contract shall be determined by the City from time to time in its sole discretion;

- 1.2.103 **“Recognised Financial Institution”** means a financial institution approved by the City as specified in **Annexure E** of the Tender, and which list may be amended from time to time by the City in its sole discretion;
- 1.2.104 **“Restricted Companies”** or **“Restricted Company”** means, the MyCiTi Operators and/or MyCiTi Contractors, as the case may be or such companies or consultants that have been engaged by the City in relation to the Contract, in any way, and any further entities as determined by the City, and which may be communicated to the Operator in writing from time to time;
- 1.2.105 **“Ring-fencing”** means conducting the “Service” or “services” in accordance with the business principles of financial ring-fencing as defined in Regulation 5 of Contracting Regulations published under the NLTA read with the requirements of Schedule F.13H of the Tender;`
- 1.2.106 **“Right of way”** means the type of easement granted or reserved over the land for transportation purposes such as dedicated public transport infrastructure;
- 1.2.107 **“Routes”** means each route (or combination of routes) in respect of the Services, per Milestone, as set out in **Appendix A** of the Operational Specifications and as may be amended by the City from time-to-time in accordance with the terms and conditions of the Contract;
- 1.2.108 **“RTMS”** means Road Transport Management System;
- 1.2.109 **“SARPAC”** means the South African Road Passenger Bargaining Council;
- 1.2.110 **“Schedule”** means the schedule of Trips issued to the Operator for purposes of operating the Services, as may be amended by the City from time to time through

instructions from the Control Centre or the issuing of a Service Notice, and further the Schedule shall exclude any Event Services and/or Charter Services;

1.2.111 **“Schedule Plan”** means the consolidated plan indicating the timetables, Schedule, Vehicles, Drivers, and Scheduled Kilometres, required to operate the Services, as determined by the City, using amongst other things, computerised scheduling software. The Schedule Plan shall be issued to the Operator prior to the Service Commencement Date and may be amended and/or updated by the City from time to time, through instructions from the Control Centre or the issuing of a Service Notice;

1.2.112 **“Scheduled Kilometres”** means collectively, the anticipated scheduled kilometres on Routes and Scheduled Positioning Kilometres as determined by the City from time to time where such is determined by multiplying the number of Trips as set out in the Schedule by the Trip Distance;

1.2.113 **“Scheduled Operated Kilometres”** means the actual kilometres travelled by Vehicles in accordance with the Schedule determined by the City in its sole discretion as measured electronically by the City using tracking devices, provided that, if:

1.2.113.1 the Vehicle tracking device on such Vehicle is faulty or defective;

1.2.113.2 the Vehicle tracking information is not delivered timeously to the City; or

1.2.113.3 there is no Vehicle tracking device on such Vehicle,

it will mean the relevant number of actual Trips logged by the Operator and confirmed by the City in respect of such Vehicle multiplied by the Trip Distance;

1.2.114 **“Scheduled Positioning Kilometres”** means kilometres:

1.2.114.1 from the Depot and/or Staging Area, or depot of any Other Operator, closest to the starting point of a scheduled Trip; or

1.2.114.2 from the end of a scheduled Trip to the closest Depot and/or Staging Area; or the depot of the City or any Other Operator; or

1.2.114.3 from the end of a scheduled Trip to the starting point of the next scheduled Trip along the respective route as determined by the City;

as determined by the City, in its sole discretion, and using the determined and respective Software System or such acceptable method determined by the City, and used by the City for purposes of assessing the impact of the scheduled Trip and any respective Scheduling Positioning Kilometres or such other method determined by the City from time to time, but shall exclude Engineering Kilometres;

- 1.2.115 “**Service**” or “**MyCiTi Services**” means the public transport services to convey passengers, including Event Services, Charter Services and any other services to be rendered by the Operator in terms of the Contract, read with **Appendix A** of the Operational Specifications and as may be amended by the City from time to time, and which excludes Concession Services;
- 1.2.116 “**Service Commencement Date**” means the date on which the Services shall commence, as notified by the City in writing, by way of a Service Notice issued in terms of clause 76 of the Agreement and which for purposes of the NLTA is the date on which the seven-year contract is deemed to commence;
- 1.2.117 “**Service Levels and Penalties Schedule**” means the service levels and penalties schedule which records the sanctions applicable to any and all infringements or deviations from the expected levels of service required by the City in terms of this Agreement, and incorporated to this Agreement as **Annexure B** to the **Agreement**;
- 1.2.118 “**Service Notice**” means a written notice or instruction in relation to the Services, given to the Operator by the City, pursuant to the terms of this Agreement and which must be expressly and clearly identified as a “service notice” for purposes of this Agreement;
- 1.2.119 “**Signature Date**” means the date on which this Agreement is signed by the last Party’s respective authorised signatory;
- 1.2.120 “**Staging Area**” means a staging area used by the Operator in the provision of the Services as described in **Appendix D** as read with **Appendix E** of the Operational Specifications, or as otherwise designated by the City;
- 1.2.121 “**SOP**” means Standard Operating Procedure;
- 1.2.122 “**Stations**” means the passenger embarkation and disembarkation points described as stations in **Appendix D** and **Appendix E** of the Operational Specifications and as amended by the City from time to time;

- 1.2.123 **“Stops”** means those points along Routes, other than Stations, at which Vehicles are required to stop to allow passengers to embark or disembark Vehicles, as specified by the City in **Appendix A** of the Operational Specifications and as amended by the City from time to time, and include temporary stops;
- 1.2.124 **“Surviving Provisions”** means clause 1 (*Interpretation and definitions*); clause 77 (the Warranties), clause 78 (the *Indemnities*); clause 84 (*the Breach and termination*); and clause 87 to clause 109 (**Part O - General Matters**);
- 1.2.125 **“Tap IN”** means the process of validation where the commuter taps IN (process of tapping their MyCiTi fare card on an electronic reader when entering the vehicle) utilising Fare Media;
- 1.2.126 **“Tap OUT”** means the pprocess of validation where the commuter taps OUT (process of tapping their MyCiTi fare card on an electronic reader when exiting the vehicle) when utilising Fare Media;
- 1.2.127 **“Tender”** or **“Tender document”** means the Tender as issued under reference DP6941S/2023/24;
- 1.2.128 **“Telematics System”** means the telematics system to be utilised by the Operator to monitor Vehicle telematics and may include such alternate manual system as the City may deem appropriate from time to time;
- 1.2.129 **“Terminal points”** means the station or stop where a bus route starts or ends, and the point where passengers board and alight from vehicles;
- 1.2.130 **“Termination Date”** means 7 (seven) years determined and calculated from the Service Commencement Date, or such early date of termination of the Contract as may arise;
- 1.2.131 **“Trip”** means the journey undertaken by Vehicles in accordance with the Schedule and shall include a journey in respect of Positioning Kilometres, except where expressly excluded or the context implies such exclusion, and as fully described and outlined in the Tender;
- 1.2.132 **“Trip Distance”** means the kilometres of each Trip, as surveyed by the Control Centre or, in the absence of such survey, as may be agreed to between the Parties,

provided that if the Parties are unable to reach agreement in relation thereto, either Party shall be entitled to refer the matter for resolution in terms of clause 85.3;

- 1.2.133 “**Trunk route**” are designed to operate on dedicated rights of way with limited stopping points and interaction with general traffic.
- 1.2.134 “**UA**” means universally accessible;
- 1.2.135 “**Unfair advantage**” means but is not limited to (and subject to clause 59.2.1.4) the receipt by an operator of any direct or indirect benefit, including funds, guarantees, resources, donations, grants, consideration or other advantage, which is received from organs of state or public entities, whether financial or otherwise, which is not available on the same terms and conditions to all other potential operators;
- 1.2.136 “**Uniform**” means the uniform to be worn by those Employees required to fulfil their duties in view of members of the public, as prescribed in the Uniform Schedule (as amended or supplemented by the City in writing) and includes the name tag issued to each Employee in compliance with Protocols issued by the City, and as reflected in further detail in **Appendix J** of the Operational Specifications;
- 1.2.137 “**VAT**” means value-added tax levied in terms of the Value-Added Tax Act, Act 89 of 1991 (as amended) and any regulations thereunder;
- 1.2.138 “**Vehicles**” means the vehicles to be used by the Operator in the provision of the Services; mean the vehicles owned by City, and that where we refer to other vehicles owned by the Operator it will be specifically stated in the Agreement;
- 1.2.139 “**Vehicle Handover Agreement**” means the agreement contemplated in **Annexure E** to the **Agreement**;
- 1.2.140 “**Vehicle Maintenance Plan**” means the comprehensive Vehicle maintenance plan to be submitted by the Operator to the City at least one month prior to the Service Commencement Date and in conformance with **Appendix G** of the Operational Specifications;
- 1.2.141 “**Vehicle Rate**” means the agreed Vehicle related rate, for each Vehicle type, payable to the Operator, as specified in **Appendix B** of the Operational Specifications;

- 1.2.142 **“Vehicle Refurbishment Schedule”** means a detailed schedule, setting out a proposed program of Vehicle refurbishment, or where such refurbishment is categorised by the City as a full refurbishment or a partial refurbishment, and which is subject to the City exercising its sole discretion in determining and managing, the refurbishment to be undertaken by the Operator over the period of the Contract and which schedule will preliminarily include but not be limited to the following:
- 1.2.142.1 Identification of each specific Vehicle, including the month and year in which the particular Vehicle is proposed to undergo refurbishment and the estimated costs of such refurbishment; and
- 1.2.142.2 the Operator shall update the schedule annually, to account for all Vehicles which have already undergone refurbishment (include date/s and details of the refurbishment on completion) and/or any additional Vehicles that may have been acquired by the Operator (with the prior approval of the City) since the schedule was last updated;
- 1.2.143 **“Vehicle Refurbishment Standards”** means the standards to be adhered to by the Operator when undertaking the refurbishment of a Vehicle, as specified in **Appendix G** of the Operational Specifications and as may be amended by the City from time to time;
- 1.2.144 **“VOC”** or **“Vehicle Operating Company”** means Operator appointed by the City to render the Services or part thereof as provided for in the Contract and is also referred to the “Supplier” in the Tender;
- 1.2.145 **“Warranty”** means the warranties given to the City by the Operator in clause 77.
- 1.3 In addition to the definitions in clause **Error! Reference source not found.**, unless the context requires otherwise:
- 1.3.1 any definition in the Agreement, shall bear the same meaning and apply throughout the Contract including all Annexures to the Agreement and Appendices of the Operational Specifications, unless otherwise stated or inconsistent with the context in which it appears;
- 1.3.2 in the event of conflict between the Operational Specifications and this Agreement, the Agreement shall prevail;

- 1.3.3 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as re-enacted from time to time;
- 1.3.4 any one gender, whether masculine, feminine or neuter, includes the other two and any reference to a natural person includes an artificial person and vice versa;
- 1.3.5 references to a “subsidiary”, “holding company” or “shareholder” shall be references to a subsidiary, holding company or shareholder as defined in the Companies Act;
- 1.3.6 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in the Contract, refer to notices or requests in writing;
- 1.3.7 no rule of construction shall be applied to the disadvantage of a Party to the Contract because that Party was responsible for or participated in the preparation of the Contract or any part of it;
- 1.3.8 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 1.3.9 references to weeks or months shall mean calendar weeks or months, as the case may be, unless expressly stated otherwise;
- 1.3.10 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.3.11 a reference to a Party includes that Party's successors and permitted assigns;
- 1.3.12 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it.

2. PRECEDENCE OF THE CONTRACT DOCUMENTS

- 2.1 All of the documents constituting the Contract are to be read in conjunction with each other. The Operator is responsible for the consequences arising from the conditions and obligations outlined in the Contract. In the case of alleged ambiguities or discrepancies in these documents, or in the case of uncertainty as to the meaning or intention of any part of these documents, the precedence clause in this Agreement shall provide clarity over which conditions prevail over each other.
- 2.2 In case of a conflict the order of precedence of the documents shall be as follows subject to any amendments in writing and agreed to:
- 2.2.1 The Special Conditions of Contract which is this Agreement read with the clauses set out herein;
- 2.2.2 The Operational Specifications, including the appendices thereto which form part and set out in C.5 of the Tender;
- 2.2.3 The General Conditions of Contract as issued and published from time to time by the National Treasury as set out in C.7 of the Tender; and
- 2.2.4 Appendices C.1 to C.5 and C.8 inclusive of Annexures thereto of the Tender documents, including the Tenderer's accepted and responsive bid documentation provided to the City, which forms part of the Contract.
- 2.3 Although the Operational Specifications is identified in C.5 to the Tender, in the event of any specific conflict between the clauses of the Agreement and clauses as set out in the Operational Specifications, the Agreement prevails.
- 2.4 These documents contained in clause 2.2, together with any such amendments, constitute the Contract.

**PART B – APPOINTMENT OF OPERATOR AND PERFORMANCE
GUARANTEE**

3. SERVICE COMMENCEMENT DATE AND THE SERVICES

- 3.1 The City hereby appoints the Operator, with effect from the Service Commencement Date, to provide the Services, and the Operator hereby accepts such appointment. The Operator shall provide the Services from the Service Commencement Date, which shall endure until the Termination Date, and for a maximum period of 7 (seven) years determined and calculated from the Service Commencement Date until such Termination Date either through the effluxion of time or in the event of termination of the Contract pursuant to clause 84 herein, or for any other reason.
- 3.2 After the Commencement Date but prior to the date of the Service Commencement Date, the City shall issue a Service Notice instructing and directing the Operator of the Services that are to be conducted from the Service Commencement Date, or such variations to the Service Commencement Date as may be determined by the City in its sole discretion.
- 3.3 Nothing in the Contract is intended to, nor shall anything arising from the Tender give the Operator a legitimate expectation regarding any extension of the Contract (or part thereof) or for it to be appointed as an operator beyond or after the Termination Date. Furthermore, nothing in the Contract shall be construed as granting the Operator exclusivity in relation to any Routes or Services contemplated in the Contract.
- 3.4 In accordance with the NLTA, the Contract shall endure for a maximum period of 7 (seven) years calculated from the Service Commencement Date.

4. INDEPENDENT CONTRACTOR

- 4.1 The Operator shall at all times be an independent contractor.
- 4.2 Unless specifically provided for in the Contract, nothing in the Contract shall give rise to or be construed as giving rise to an employer/employee relationship, partnership, joint venture or principal/agent agreement between the Parties.
- 4.3 The Operator expressly acknowledges that:
- 4.3.1 it has no authority to bind the City in any capacity or manner to any other party;

- 4.3.2 the City shall not be liable for any retrenchment or severance benefits to any of the Employees on dismissal, or on expiry or termination of the Contract and the Operator hereby unconditionally indemnifies the City against any such claims.

5. NON-EXCLUSIVE APPOINTMENT

- 5.1 The Operator is appointed on a non-exclusive basis, and the City may from time to time make certain adjustments to the operational footprint. The City shall always be entitled, in its sole discretion to re-allocate the Services between the Operator and any other *MyCiTi* Operator (and vice versa) and/or reduce the Scheduled Kilometres, to achieve lower cost outcomes or operational efficiencies for the City.
- 5.2 The Operator acknowledges and agrees that nothing in the Contract is intended nor may be construed as conferring on it an automatic right or entitlement to, or creating a legitimate expectation in respect of, the extension of the Contract, or the allocation of any Route (whether previously awarded to any *MyCiTi* Operator or not).

6. CONDITIONS PRECEDENT

- 6.1 The rights and obligations of the Parties to this Agreement (other than this clause 6), and the Surviving Provisions shall be unconditional and of immediate force and effect and from the Commencement Date, save as otherwise provided, and are subject to the fulfilment or waiver of the following conditions precedent:
- 6.1.1 the Council gives the necessary approvals for the grant of use rights to the Operator in respect of the Vehicles and/or Depots, in accordance with the Municipal Asset Transfer Regulations pursuant to the Contract within 120 (one hundred and twenty) Calendar Days of the Commencement Date.
- 6.1.2 the Operator shall provide the Performance Guarantee from the Recognised Financial Institution, strictly conforming with the terms and conditions included in the pro forma template in **Annexure C** of the Tender, to the City in order to satisfy the requirements provided for in clause 7 of the Agreement, within 60 (sixty) Calendar Days of the Commencement Date.
- 6.1.3 the Operator shall do all things necessary, and to account for the cost related thereto directly, to ensure, where required, that the appropriate roadworthy certification for the Vehicles is obtained within a reasonable period after the Commencement Date,

and to provide confirmation and copies of all roadworthy certificates for the Vehicles to the City, within 30 (thirty) Calendar Days of the Commencement Date.

- 6.1.4 the Operator provide an acceptable Contract and Service Transition plan and programme, to the extent applicable, which is required to support the seamless transition and shift from the MyCiTi Phase 1A VOC/s to the Operator, to the City for review and consideration within 21 (twenty-one) Calendar Days of the Commencement Date. The City thereafter in its sole discretion may review and consider to the aforementioned plan, provide feedback to the Operator in order for the Operator to make adjustments in order to give effect to the aforementioned plan.
- 6.1.5 the Operator shall comply with any requirements, information sharing, registration and/or reporting identified and/or required by the City in particular as identified by the City's due diligence assessment, as well as determined by the City's Supply Chain Management Policy and Processes and/or as directed by the City's Corporate Legal Services, within 30 (thirty) Calendar Days of the Commencement Date, and to the satisfaction of the City.
- 6.2 If the Conditions Precedent are not fulfilled or waived, neither Party shall have any claim against the other Party arising from the rights and obligations of the Parties not coming into existence, save for such claims as may arise from a breach of the provisions of any of the Surviving Provisions.
- 6.3 The Conditions Precedent set out in clause 6.1 has been stipulated for the exclusive benefit of the City and have been outlined in this Agreement on the basis that the Operator has not been contracted as a MyCiTi Operator before (as contemplated in clause 14.1). The City shall accordingly be entitled to waive the fulfilment of such Conditions Precedent, in full or in part, or extend the period for the fulfilment, by giving written notice to the Operator prior to the date stipulated for its fulfilment.

7. PERFORMANCE GUARANTEE

- 7.1 As security for the due and proper performance by the Operator of all its obligations under the Contract and in relation to the rendering of the Services, the Operator shall furnish the City with an irrevocable performance guarantee in writing in strict accordance with the terms and conditions contemplated in the prescribed Performance Guarantee Template attached as **Annexure C** of the Tender or in such other form as may be pre-approved by the City.

- 7.2 The Performance Guarantee shall be issued by a recognised financial institution approved by the City as listed in **Annexure E** of the Tender; as approved by the City from time to time.
- 7.3 The Performance Guarantee, which must comply with the Performance Guarantee Template that is provided for in **Annexure C** of the Tender, shall be for the sum of R40,000,000.00 (forty million Rand) and must be issued to the City within 60 (sixty) Calendar Days of the Commencement Date. The Performance Guarantee shall be a continuing guarantee and shall remain in place for the duration of this Agreement unless the City expressly advises the Operator to the contrary in writing.
- 7.4 In the event of any drawdowns against the Performance Guarantee, the Operator shall be obliged to ensure that the prescribed amount of the Performance Guarantee as provided for in clause 7.3 is restored to the required contractual amount on demand by the City, regardless of any intermediate drawdown, payment or discharge that may have been imposed by the City during the duration of the Contract.
- 7.5 Subject to the fulfilment by the Operator of all its obligations under the Contract and in the rendering of the Services, the Performance Guarantee, subject to any drawdowns made by the City in relation thereto, shall be released by the City, within 90 (ninety) Calendar Days from the Termination Date.
- 7.6 The Operator shall procure written confirmation from the Recognised Financial Institution, that it will not release the Performance Guarantee except upon the written instruction of the City as provided for in terms of the Contract.
- 7.7 The City shall, subject to the prescribed amount of the Performance Guarantee provided for in the clause 7.3, be entitled to call upon the guarantor(s) under the Performance Guarantee, on prior written notice to the Operator, to make good to the City on demand, all losses, costs, damages and liability (as the case may be) it may suffer or incur, pursuant to a breach by the Operator of any of its obligations under the Contract and which, shall include, but not be limited to Penalties, which are not recovered in terms of clause 37, any losses, costs, damages or liabilities incurred by the City in taking such steps as the City may deem necessary (including transferring of the Services to any Other Operator) to ensure that the Services continue to be provided without undue interruption.
- 7.8 In circumstances whereby the Operator may wish to transfer the Performance Guarantee from one of the Recognised Financial Institution to another Recognised Financial Institution listed in **Annexure E** of the Tender, the Operator shall make such request in

writing to the City for consideration. The City shall, upon receiving such written request from the Operator, consider the written request, together with the appropriate contractual and financial risks associated with any such transfer or change, and the City shall only provide express written consent for such transfer if in the exercise of the City's sole discretion all the requirements have been met, and the City is satisfied that there will be no gap or break in cover of the Performance Guarantee to the City at any point during the Contract.

7.9 The City shall be entitled to review the adequacy of the Performance Guarantee at least once per year for the duration of this Agreement. If the average Escalated Contract Value, as determined by the City, for each preceding 12-month period changes to the extent that the Performance Guarantee differs in a material manner and exposes the City to risks, which determination will be made at the City's sole discretion, the Performance Guarantee shall be amended to make up for the difference.

7.10 The Operator shall be obligated to provide an updated Performance Guarantee reflecting the escalated Rand value. The Operator shall furnish the City with a new Performance Guarantee to the corrected value within 45 (forty-five) Calendar Days after the City has made such request in writing.

8. OPERATOR'S OVERARCHING OBLIGATIONS IN RELATION TO THE SERVICES

8.1 The Services shall always be performed:

8.1.1 in accordance with the provisions of this Agreement and any Protocols, Service Notices and/or other lawful and reasonable directions from the City from time to time;

8.1.2 in compliance with all Applicable Laws;

8.1.3 in a manner that does not conflict with the City's obligations in discharging its statutory functions and duties;

8.1.4 in a manner that with its obligations to provide the Services with the proper and due care and necessary diligence;

8.1.5 with the highest degree of skill, care and diligence and to the standards expected of a Reasonable and Prudent Operator, taking all reasonable steps to prevent injury, death and/or damage to person, property and/or the environment;

8.1.6 at the Operator's sole cost and risk; and

- 8.1.7 in accordance with the City's specifications as set out in the Operations Specifications Schedule.
- 8.2 The Operator shall be liable for all acts and/or omissions of its Employees and contractors and any other person authorised to act on behalf of the Operator.

<p style="text-align: center;">PART C - PAYMENT FOR SERVICES, ESCALATION, INVOICES, VAT/TAX COMPLIANCE</p>

9. PAYMENT FOR SERVICES

- 9.1 Subject to the due and proper performance of the Services by the Operator, the City shall pay the Operator the Consideration Amount pursuant to the requirements provided for in the Contract
- 9.2 The Consideration Amount constitutes the total agreed price payable in respect of the Services and the City shall not, unless the Contract expressly states otherwise, be required to make any other payments to the Operator for rendering the Services, other than the Consideration Amount. The Operator expressly accepts that the Consideration Amount, and any payment there under must conform with the Contract.
- 9.3 The Consideration Amount pursuant to the Contract shall constitute the full compensation for all general preliminaries, expenses incurred in complying with the conditions of the Contract and the Specifications, all other costs and expenses as well as everything else necessary for the execution of the Contract by the Operator. No claims of whatever nature will be entertained or considered by the City based on the fact or the allegation that those rates were too low or did not cater for all eventualities or that they may have been incorrectly calculated by the Operator.
- 9.4 The Consideration Amount shall be payable to the Operator, monthly in arrears and will be subject to any adjustment made in terms of clause 13, after which deductions under clause 37 or elsewhere in the Contract will be deducted.
- 9.5 Any payments to the Operator from any of the other contractual categories of the Prime Costs, the Provisional Sum and Capital Repayment Costs as provided for in the Contract shall need to be first agreed with the City in writing, and any payment thereof to the Operator must be made against proof of reasonable and verifiable expenses up to the amount, as pre-approved by the City. The City shall from time to time determine the appropriate procedures that the Operator must comply with prior to submitting any proposed activities and/or claims against the contractual categories of Prime Costs, the Provisional Sum and Capital Repayment Costs.
- 9.6 Subject to the Operator issuing an Invoice, the City shall effect payment to the Operator each Month in respect of Services performed in the previous Month.

- 9.7 Payment of the Consideration Amount to the Operator shall not:
- 9.7.1 constitute a waiver of any right held by the City in respect of a breach of the Contract by the Operator, nor shall it imply consent to or condonation of such breach; or
 - 9.7.2 prevent the City from recovering any amount overpaid or wrongfully paid to the Operator, including but not limited to, payments made by mistake of law or fact or where the City made payment in good faith on the belief that the Operator had made such payment.
- 9.8 The City shall be entitled to withhold any amount under and in accordance with the Contract which may be due and payable by the Operator to the City, from the Consideration Amount.
- 9.9 All payments in terms of the Contract, whether for Services or for any other reason (notwithstanding anything to the contrary elsewhere in this Agreement, even if expressly stated or implied) will be made in accordance with the City's Standard Payment Policy, which may be adjusted by the City from time to time and made available publicly, in respect of goods and services, as set out in the City's Supply Chain Management Policy, as amended from time to time.
- 9.10 The City shall be entitled to set-off against any payment under and in accordance with the Contract to be made in respect of the Consideration Amount, any amount which may be due and payable by the Operator to the City.
- 9.11 Any payment of the Consideration Amount to the Operator shall not constitute a waiver of any rights held by the City in respect of a breach of the Contract by the Operator, nor shall such payment of the Consideration constitute consent to or condonation of such breach.

10. INVOICES

- 10.1 All Invoices submitted by the Operator to the City must comply with the Value-Added Tax Act.
- 10.2 Unless otherwise agreed between the Parties, the Operator shall submit its Invoice to the Authorised representative by email for payment of its Consideration Amount to the City by no later than the 10th Business Day of every Month in accordance with the City's Supply Chain Management Policy and/or payment policy.

- 10.3 On receipt of the Operator's invoice, the City's Authorised representative shall liaise with the Operator's Operations Coordinator to confirm that the Operator's proposed Monthly Consideration accords with the Services rendered in the previous Month.
- 10.4 The Operator's Invoice shall be for the Consideration Amount less:
- 10.4.1 if applicable, any deductions to be made in respect of amounts owing to the City in the previous month which were not accounted for in the previous month's Invoice;
 - 10.4.2 any deductions arising from the imposition of Penalties as provided in clause 37;
 - 10.4.3 any deductions or other action required necessitated by the Operator's non-compliance with the Value-Added Tax Act or compliance issues with the South African Revenue Services;
 - 10.4.4 any further deductions which the City is entitled to make in terms of the Contract.
- 10.5 The Operator's Invoice shall be accompanied by a report ("**Invoice Report**") which shall set out:
- 10.5.1 details of the Services which were required to have been rendered and were actually rendered by the Operator during the previous month and the prices of such Services calculated in accordance with the Price Schedule;
 - 10.5.2 details of any Services which were required to have been rendered and were not rendered by the Operator during the previous month and the prices of such Services calculated in accordance with the Price Schedule; and
 - 10.5.3 any deductions or repayments arising from the imposition of Penalties on the Operator in the previous month.
- 10.6 If the Invoice Report reflects any amount due to the City by the Operator, the City may, at its election, demand a credit note from the Operator in respect of such amount due or issue an invoice to the Operator forthwith for the recovery of such amount and the Operator shall be obliged to settle same within 7 (seven) Business Days after the date of such credit note or invoice.
- 10.7 An Invoice and Invoice Report issued by the Operator must comply with all reasonable instructions issued by the City from time to time and be clear, accurate and adequately descriptive, to avoid any unnecessary delays in the processing of payments due by the City.

10.8 The actual payment run dates will be dependent on the number of Days in the month and the public holidays, and those payments shall be in compliance with the City's relevant payment policies (as amended from time to time). The payment of the Invoice shall comply with the City's Supply Chain Management Policy, and any payment policies that may be issued by the City from time to time, and payment thereof shall be made within 30 (thirty) Calendar Days of the City receiving and accepting the relevant Invoice as provided for in this clause 10, as read with clause 9, and in accordance with any other Applicable Law and policies of the City.

11. DISPUTES IN RELATION TO PAYMENT

11.1 If either Party disputes all or any part of an Invoice or a payment for Services rendered (whether due to error, inaccuracy or otherwise) ("**Payment Dispute**"), the Party so disputing shall forthwith notify the other of the details in dispute in writing.

11.2 The Parties shall use all reasonable endeavours to resolve the Payment Dispute within 7 (seven) Business Days of the notification referred to in clause 11.1.

11.3 If the Parties are unable to resolve the dispute, the City shall, in its sole discretion, but subject always to the Operator's rights to refer a Payment Dispute for resolution as contemplated in term of clause 85, and thereafter the City shall be entitled to make such adjustments to the subsequent monthly payment to the Operator as it may consider reasonably necessary.

11.4 Where a Payment Dispute has finally been resolved pursuant to the provisions of clause 85, the City or the Operator (whichever is applicable) shall, withdraw the original Invoices and issue replacement Invoices reflecting such agreed or determined amount, which shall be paid forthwith after receipt by a Party of the replacement Invoices.

12. VAT AND TAX COMPLIANCE

12.1 The Operator shall, provide the City with an original and valid tax compliance certificate including a relevant PIN number ("**Tax Compliance Certificate**") issued by the South African Revenue Service, immediately after the Commencement Date. In the event that the Operator is a Joint Venture or Partnership or Consortium, then the original and valid tax compliance certificate including a relevant PIN number for the members of such corporate components are to be provided to the City to demonstrate that such corporate components of the Operator are also respectively in possession of a valid tax compliance status.

- 12.2 The Operator must ensure that the City is placed in possession of a new, Tax Compliance Certificate for any subsequent period thereafter, no less than 30 (thirty) Calendar Days prior to the expiry of the last Tax Compliance Certificate.
- 12.3 The City shall be entitled to request the Operator to provide it with a new Tax Compliance Certificate in order to assess the tax status of the Operator from time to time, which tax certificate shall be provided within 14 (fourteen) Calendar Days of such request.
- 12.4 The City may cease all payments to the Operator in respect of any period during which the Operator has not complied with the provisions of clause 12.1. Upon such compliance by the Operator, the City shall effect payment of any and all withheld amounts..

13. PRICING ADJUSTMENT AND ESCALATION

- 13.1 The monthly Consideration Amount shall be increased or decreased on a monthly basis by applying an adjustment determined in accordance with the conditions and relevant formulae set out in the Costs Adjustment Schedule in **Annexure C** to the **Agreement**, and which adjustments will be determined by the City from time to time and when appropriate in accordance with the aforementioned annexure.
- 13.2 If any index relevant to any payment referred to in the Costs Adjustment Schedule is not known at the time, the value of the payment is calculated or determined using the latest published figures, and other source material as reasonably determined by the City from time to time. Any correction which may be necessary shall be made by the City by increasing or decreasing the subsequent monthly payment to the Operator.
- 13.3 Should it be necessary to make a subsequent pecuniary correction because of any dispute relating to the Consideration Amount (or a component thereof), or as a result of an arithmetical error or any other cause, the price adjustment factor in force during that period in which the Services were performed shall be used.

14. PAYMENT FROM PROVISIONAL SUM

- 14.1 If the Operator has been a MyCiTi operator prior to the Commencement Date, the Operator shall not be entitled to make claims for any establishment costs as provided for in the Tender, and the Operator shall not be paid or reimbursed under this Contract for any items that have already been paid for at the commencement date of the previous contracts.

- 14.2 Where reference is made in the Contract to the payment for work or items from the Provisional Sum, such amounts shall be paid:
- 14.2.1 at the sole discretion of the City, strictly in accordance with the terms of the Contract;
 - 14.2.2 in accordance with and subject to compliance with the City's Supply Chain Management Policy (as amended from time to time); and
 - 14.2.3 only upon receipt of firstly acceptable supporting evidence and documentation, as determined by the City, and thereafter an acceptable invoice issued by the Operator in accordance with clause 10.
- 14.3 The Operator acknowledges that the City's Supply Chain Management Policy provides for specified threshold amounts (which may be amended by the City from time to time) (the "**Prescribed Threshold**") which will govern the process to be followed when the Operator procures from third party suppliers. the work or items to which the Provisions relate..
- 14.4 Where the work or items relate to amounts less than the Prescribed Threshold, the Operator shall only be entitled to claim expenses from Provisions after having:
- 14.4.1 provided the City with at least 3 (three) fair and reasonable quotations from reputable contractors or service providers pre-approved by the City (save where the City advises the Operator in writing that quotations for certain categories of expenses are not necessary), for all work to be undertaken or items to be purchased;
 - 14.4.2 complied with any reasonable instructions from the City in connection with the foregoing quotations or proposed expenditure;
 - 14.4.3 procured the City's pre-approval in writing before incurring any expenditure; and
 - 14.4.4 provided proof of all reasonable expenses incurred to the reasonable satisfaction of the City.
- 14.5 Where the work or items relate to amounts in excess of the Prescribed Threshold the Operator shall only be entitled to claim expenses from Provisions after having:
- 14.5.1 first obtained and complied with the City's written instructions regarding the specific process to be followed by it in relation to procuring the relevant work or items as contemplated in Clause 185 of the City's Supply Chain Management Policy (and as amended from time to time), and which may include the Operator obtaining written quotations or engaging in a competitive bid process; and

14.5.2 complied with the provisions of clauses 14.4.1 to 14.4.3, unless the City notifies the Operator otherwise in writing.

PART D – THE VEHICLES

15. TRANSFER OF CITY ASSETS

The granting by the City of the right to use, control or manage the City's Assets to the Operator or any MyCiTi Operator, shall be subject to the City's compliance with Applicable Law.

16. THE GRANTING OF USE RIGHTS AND OWNERSHIP OF THE VEHICLES

- 16.1 Subject to compliance with clause 6.1.1, and the necessary regulatory approvals where applicable, the City has granted use rights to the Operator for the Vehicles and provided for in **Appendix F** of the Operational Specifications, and which includes the different vehicle types required to render the Services (subject to the provisions in clause 15).
- 16.2 From time to time, the City shall be entitled in its sole discretion to vary such allocation of Vehicles to the Operator in accordance with the provision of clause 64 as determined by the City, and the City shall exercise a right to do so by way of issuing Service Notices to the Operator from time to time, and the Operator shall comply with such Service Notice..
- 16.3 The Operator shall ensure that at least eight-five percent (85%) of the total Vehicle fleet allocated in accordance with clause 16.1 and clause 16.2 to the Operator by the City is available in accordance with the Schedule, and as stipulated by the City from time to time. Unless the City expressly notifies the Operator otherwise in writing, the Operator must, in relation to the total number of Vehicles required to be put into service at any time, ensure that allowance is made for at least fifteen percent (15%) spare Vehicle capacity, (the "engineering spares"), which shall be capable of being utilised as an immediate replacement for any Vehicles out of service due to maintenance, repairs, product training or for any other reason.
- 16.4 Should the Operator for operational reasons need to adjust the aforementioned engineering spares requirement for the total number of Vehicles or alternatively for specific Vehicle types, as further outlined in **Appendix G** of the Operational Specifications, and the Operator needs to substitute certain Vehicle types with other Vehicle types deployed in order to meet its engineering spares requirement, the Operator may do so provided that it has, the City's prior permission in writing to do so.
- 16.5 The Operator may prior to the Service Commencement Date request that the City in writing adjust and reduce the engineering spares percentage, particularly, for the period between the Commencement Date and the Service Commencement Date. The City undertakes to

- consider such request in good faith and use all reasonable measures and considerations to accommodate the Operator's request.
- 16.6 When applying for the necessary Operating Licences, the Operator shall ensure that application is made in respect of a sufficient number of Vehicles to satisfy the requirement provided for in clause 16.3, and to ensure a sufficient number of engineering spares are provided for. The City shall have regard to the Operator's aforementioned obligation to maintain engineering spares when scheduling Vehicles into service.
- 16.7 The Parties shall, after the Commencement Date, but prior to the Service Commencement Date, do all things and sign all documentation necessary in respect of available Vehicles to give effect to clause 16.6 and the Operator shall immediately offer to the City for safekeeping, such duly signed registration documentation and transfer forms which may be required in law to give effect to the transfer of "**ownership**" as contemplated under the NRTA of the Vehicles to the Operator.
- 16.7.1 For the duration of the Contract, the Operator shall be entitled to use the Vehicles for the provision of the Services subject to compliance with all Applicable Laws and the Contract. The City acknowledges and agrees that the Operator shall be required to be registered as the "**owner**" and the City recorded as the "**title holder**" of the Vehicles, only for purposes of meeting the requirements of the NRTA.
- 16.7.2 In respect of Vehicle licence fees paid for Vehicles provided to the Operator in terms of the Contract, the City shall be entitled to recover a pro-rata portion of such licence fees paid for the period up to the Commencement. The City shall be entitled to set-off such amounts from any payment due and payable to the Operator in accordance with clause 9.10.
- 16.8 The City with all reasonable efforts shall prior to the Termination Date endeavour to obtain the necessary authority and approval from the City's delegated authority to refund to the Operator any unutilised pro-rata portion of the licencing fees by following the City's internal supply chain management processes for this purpose. The final decision on whether to make such payment shall rest with the City's delegated authority at that time, and the Operator agrees to abide by such decision of the City's delegated authority. Any decision by the City's delegated authority in this regard shall be final and binding on the Operator and not be subject to the provisions of clause 85.

16.9 Notwithstanding any of the foregoing provisions, lawful ownership of all Vehicles shall remain vested in the City and the Operator may under no circumstances seek any encumbrance of any Vehicle.

17. THE ACQUISITION OF REPLACEMENT VEHICLES IN RELATION TO INSURANCE CLAIMS

17.1 For purposes of this clause 17, a Vehicle shall be deemed to include any equipment installed on a Vehicle, as outlined in **Appendix G** of the Operational Specifications, but excludes any ITS equipment, or other equipment that may be owned by third parties (which shall be determined by the City from time to time in its sole discretion).

17.2 The City shall be entitled to change the required specifications from that of a stolen or damaged or destroyed Vehicle, as the case may be, and the Operator may be directed by the City to acquire a Replacement Vehicle in accordance with such new specifications as directed by the City from time to time, and which shall be provided to the Operator as a Protocol in such instance.

17.3 The City may finance the acquisition of any Replacement Vehicle which it replaces, from any relevant insurance claim payout. If necessary, the City shall supplement the purchase price subject to the City obtaining the requisite prior authority in terms of the Applicable Law, and in accordance with the City's Supply Chain Management Policy..

17.4 Subject to clause 17, and in the event of the theft of or damage to a Vehicle, the City may procure such vehicle itself or instruct the Operator to replace such Vehicle in accordance with the City's required specifications and at a market related price acceptable to the City.

17.5 Save where a claim has been repudiated as provided for in clause 17.6, and subject to the City's prior written approval, and where the change in the Vehicle specifications contemplated in clause 17 or the unavailability of a similar Vehicle results in:

17.5.1 the costs of the Replacement Vehicle exceeding the acquisition cost of the original Vehicle, the City shall bear the cost of any shortfall. Where the City instructs the Operator to replace the Vehicle, the Operator shall not be entitled to apply set-off in respect of any shortfall and the City shall effect payment of any shortfall against receipt by the City of any third-party Invoice from the Operator in respect thereof; or

17.5.2 the costs of the Replacement Vehicle being less than the acquisition cost of the original Vehicle and to the extent that the City has paid the Operator to replace the Vehicle, in excess of what is required to replace such vehicle, whether from the proceeds of an insurance claim as contemplated below or otherwise, the Operator

shall reduce the Monthly Invoice in respect of the following Month in an equivalent amount to account for such excess.

17.6 In the case of repudiation of an insurance claim related to a Vehicle due to accident damage, fire, or theft for a reason wholly or partly attributable to the Operator, the acquisition of any Replacement Vehicle shall be at the Operator's expense. Alternatively, any financial claim related to such repudiation may be deducted by the City from the Consideration Amount for the respective month in which the repudiation has taken place.

17.6.1 The Operator shall not be entitled to make any financial claims to the City for payment related to the repudiation of the insurance claim.

17.6.2 If the City, at its sole discretion, directs the Operator to acquire a Replacement Vehicle, the financial claim for the Replacement Vehicle shall be for the Operator's responsibility, and the Operator is obliged to honour such financial claim.

17.6.3 The City, in accordance with clause 10.4.4 will be entitled to apply the monetary deduction against the Consideration Amount over a pre-determined period, which shall be decided by the City in its sole discretion and be applied against the Consideration Amount.

17.6.4 The City shall, at its sole discretion, determine the period over which the financial claim should be deducted from the Consideration Amount, and shall advise the Operator in writing of the applicable period.

17.7 For the avoidance of doubt, ownership of any Replacement Vehicle pursuant to this clause 17 shall at all times vest in the City. The City shall retain ownership of such Replacement Vehicle.

18. THE MAINTENANCE AND SAFEGUARDING CRITERIA OF THE VEHICLES

18.1 The Operator shall ensure that all reasonable measures within its operational control are taken to ensure that the Vehicles as allocated by the City are not damaged or affected during the performance and operations of the Services.

18.2 The Operator shall ensure that all necessary and appropriate security measures are taken overnight for when the Vehicles are not in operations and use. The City may in its sole discretion provide the Operator with written confirmation as to what the City has determined would constitute the necessary and appropriate security measures throughout

the duration of the Contract whereafter the Operator would use all reasonable efforts to fulfil such standards pursuant to the Contract.

- 18.3 All security staff employed by the Operator on behalf of the City or at any City property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the City upon request.
- 18.4 The obligations and responsibilities of the Operator to the Vehicles shall further be outlined in **Part G** and **Part J** to the **Agreement**, as well as in **Appendix G** of the Operational Specifications, and the Operator shall abide by such conditions fully and shall seek to fulfil those obligations throughout the duration of the Contract.

19. RETURN OF THE VEHICLES

- 19.1 The City from time to time may require the Operator to return all allocated Vehicles or any of the Vehicle(s), as identified by the City, and which had been provided to the Operator as recorded in a detailed Service Notice.
- 19.2 The process to return the Vehicles will be conducted in the following manner:
- 19.2.1 The City will issue a Service Notice to the Operator to move the Vehicles to a designated depot or such other location as determined by the City ("**designated facility**"), and therein outline the modalities of such return process including any financial implications that the City will consider, subject to the City's policies, and where necessary such Service Notice shall also account for any possible cost pursuant to clause 19;
- 19.2.2 The Operator shall undertake the necessary steps required to return the Vehicle/s to the designated facility within the time period specified in the Service Notice; and
- 19.2.3 The Vehicles will be safely secured at this designated facility at the expense of the City and the Operator shall not be required to incur any costs for such safekeeping and/or storage.
- 19.3 Within a reasonable time, after the Vehicles have been returned to the City, in accordance with the Operator's obligations under clause 19.1, the City, and/or any Contractor that it appoints in its sole discretion, shall at its designated facility conduct an inspection in order to determine the condition of such Vehicles, and which inspection shall be arranged within 5 (five) Business Days of the Vehicle returning to the designated facility. The Authorised

Representative from the Operator is to be invited to be present and to provide input at such inspection of the returned Vehicles.

- 19.3.1 The City and/or its service provider is to produce an inspection report which shall be available within 5 (five) Business Days of the respective Vehicle having been inspected, which report the City is to be provide to the Operator. The City at its sole discretion may extend this time period by a specified number of days in the event that further time is required for purposes of producing such report.
- 19.3.2 The aforementioned inspection report for the returned Vehicle(s) shall constitute the record relating to the condition and standard of the returned Vehicle(s), and which will be used as the record to determine the cost of repairs and to ensure that those returned Vehicles are returned to a good working order and in a roadworthy condition.
- 19.3.3 The inspection report of the returned Vehicle shall assign appropriately the responsibilities and obligations of the Parties in relation to the necessary repairs and work that is to be conducted in relation to the returned vehicle and shall detail the requisite information in order for the Operator to properly fulfil its obligations and responsibilities as it relates to the returned Vehicles.
- 19.3.4 In the event that the Operator is not satisfied with any findings or the outcomes of the inspection report, the Operator must inform the City of what precisely it disagrees with in the inspection report and to do so in writing within 5 (five) Business Days from the inspection report having been provided to it.
- 19.3.5 Thereafter, the City shall consider the representations made by the Operator and shall consider those representations in order for the City to make a determination, if any, of the assigned responsibilities and obligations relating to the returned Vehicle(s) should be adjusted or not in order to accommodate an adjustment of the assigned responsibilities and obligations between the Parties.
- 19.3.6 This determination shall be made by the City using all of its reasonable efforts and consideration, and where a service provider was appointed, after due consultation with such service provider. The Operator shall be informed of the City's final determination in writing, which determination shall be final and binding on the Parties and the provisions of clause 85 shall not apply in relation to the City's decision.

- 19.4 Pursuant to clause 19.2, the inspection report as finally determined for the returned Vehicle(s) shall constitute the record relating to the condition and standard of the returned Vehicle(s), and detail the necessary repairs and work required on the inspected Vehicles that is to be provided to the Operator who shall attend thereto for purposes of ensuring that the vehicles:
- 19.4.1 are restored within a reasonable time and thereafter immediately returned to the City in an acceptable and roadworthy condition conforming with the standards provided for in Appendix G to the Operational Specifications; and
- 19.4.2 are in good working order, fair wear and tear excepted, and to the satisfaction of the City.
- 19.5 Any associated and related financial obligations and cost incurred by the Operator in compliance with clause 19.4 is to be borne by the Operator. The Operator is to provide a detailed report to the City of all work undertaken on the Vehicles in fulfilment of its obligations under clause 19.
- 19.6 The Operator's obligation to return the Vehicle(s) arises from the date upon which the City issued the Service Notice to the Operator, and from such instance, a final and binding obligation is imposed on the Operator under clause 19, which shall not be subject to the provisions of clause 85.

20. ACQUISITION OF VEHICLES

- 20.1 Notwithstanding clause 21, the City, in its sole discretion, having regard to, amongst other things, the changing technological landscape of Vehicles, the financial and operational requirements of the MyCiTi System, may procure any additional Vehicles, which may be allocated to the Operator subject to terms and conditions which would be outlined in a Service Notice to the Operator.
- 20.2 Ownership of these Vehicles acquired by the City shall remain vested in the City. Further, the contractual obligations and responsibilities provided for in **Part G** and **Part J** to the **Agreement** and also **Appendix G** of the Operational Specifications shall apply *mutatis mutandis* to these vehicles, unless the City provides for any specific alternative requirements for such vehicles in a Protocol. The Operator shall be obliged to fulfil these alternative requirements. following receipt of such Protocol.

20.3 Where new Vehicles are acquired and warranties are in place that means that the Operator will not have maintenance obligations in relation to the acquired Vehicle, then such Vehicle is excluded from the calculation of the rate as the Operator will not have maintenance obligations in relation to Vehicles under warranty, which Vehicles shall be excluded, either wholly, or in part, from the calculation of the maintenance rate due to the Operator, to the extent of the applicable warranty.

21. OPERATOR-PROCURED VEHICLES

21.1 Notwithstanding clause 16, the City, in its sole discretion, having regard to, amongst other things, the changing technological landscape of Vehicles, the financial and operational wherewithal of the Operator and its track record of adherence to good corporate governance, may require the Operator to procure Vehicles itself,

21.2 The Operator must comply with all reasonable requests or instructions from the City in connection with its procurement of Operator-Procured Vehicles and/or the terms and conditions of its vehicle financing, if applicable.

21.3 If the City instructs the Operator to procure the Operator-Procured Vehicles, it shall issue a Service Notice for that purpose outlining the details of such acquisition. The Service Notice shall include, amongst other things, the Vehicle specifications that must be adhered to. These specifications shall be determined by the City in its sole discretion and may align with the specifications for the Vehicles.

21.4 To maintain the integrity of the MyCiTi brand and comply with the City's safety requirements, the Operator shall submit any detailed build specifications for Operator-Procured Vehicles to the City for prior written approval. The City reserves the right to be involved throughout the Vehicle building process and the sign-off of pilot Vehicles. The Operator shall ensure that all Operator-Procured Vehicles being built meet the standards approved by the City.

21.5 Upon receiving the Service Notice, the Operator shall promptly provide the City with all necessary purchase quotations and/or details related to any proposed lease or vehicle financing arrangements, if applicable.

21.6 The City in considering the proposed procurement of new Vehicles by the Operator and its use in the MyCiTi system, and particular under the scope of the Contract, shall in its sole discretion determine the financial and commercial arrangements that would enable

- the Operator-Procured Vehicles to be procured by the Operator and contracted to the MyCiTi System, and which modalities, financial parameters and period shall be applicable.
- 21.7 In circumstances where the City has determined that the Operator is to procure new Vehicles this shall be in compliance with all Applicable Laws. If the regulatory compliance and all Applicable Laws have been adhered to, then the City's prior written approval and confirmation for the new Vehicles to be procured must be obtained prior to the Operator proceeding with the procurement of any Operator-Procured Vehicles.
- 21.7.1 Upon receipt of such written confirmation, the Operator shall be obliged to procure the relevant Operator-Procured Vehicles and to provide the City with documentary proof of procurement.
- 21.7.2 The Operator may then recover the appropriate costs that would have been reviewed and determined by the City as part of the Consideration Amount payable by the City, and which may include a proportion, as determined by the City in its sole discretion, of the Vehicle Capital Repayment costs.
- 21.7.3 The categorisation and determination of Vehicles procured by the Operator may in the sole discretion of the City, include any reasonable proportion of the associated finance costs relating thereto.
- 21.7.4 The City's obligation to pay the Operator-Procured Vehicle Rate shall cease immediately once the Vehicle procurement and financing costs incurred by the Operator have been repaid in full by the Operator, and subject to City also having a residual financial claim in relation to the Operator-Procured Vehicle if required.
- 21.8 The Operator shall be responsible for the servicing, maintenance and repairs and checks/inspections of all Operator-Procured Vehicles based on its own requirements and maintenance regime, and which should be consistent with the principles and conditions provided for in **Appendix G** of the Operational Specifications.
- 21.8.1 The Operator in agreeing to any conditions for the servicing, maintenance and repairs and checks/inspections of all Operator-Procured Vehicles shall ensure that it conforms with the requirements outlined in this Contract.
- 21.8.2 However, the Operator shall be obligated to provide the proposed conditions to the City, and thereafter the Operator shall be required to comply with the City's additional

requirements for servicing, maintenance and repairs, and the relevant checks/inspections required by the Contract

21.9 The City shall in its sole discretion, be entitled to make such determination around a change of the type of Vehicles appropriate for the Service for the duration of the Contract, which shall be communicated to the Operator in writing. Any decision by the City in this regard shall be final and binding on the Operator and not subject to the provisions of clause 85.

21.9.1 For purposes of determining the appropriate engineering spares requirements as well as requirements for purposes of Operating Licences, and the other principles and requirements outlined in clause 16 and also clause 18 shall apply *mutatis mutandis*.

21.9.2 The City may determine in its sole discretion that the engineering spares capacity and requirement for this vehicle type shall be adjusted, and if so, the City shall provide the Operator with a Service Notice providing the appropriate engineering spares capacity requirement that must be adhered to for the respective type or class of vehicle that has been procured, and which decision by the City shall bind the Operator accordingly.

21.10 Ownership of Operator-Procured Vehicles shall always remain vested in the City or ownership shall be transferred by the Operator to the City prior to the termination date of the Contract.

21.11 Further, the contractual obligations and responsibilities provided for in **Part G** and **Part J** to the **Agreement** and also **Appendix I** of the Operational Specifications shall apply *mutatis mutandis* to the Operator-Procured Vehicles, unless the City provides for specific alternative requirements for such vehicles, in which event the Operator shall be obliged to meet those requirements in fulfilling its obligations under the Contract following on receipt of a Protocol from the City in this regard.

22. OVERARCHING RESPONSIBILITY AND ACCESS RIGHTS TO VEHICLES

22.1 The Operator shall be responsible for such Vehicles as allocated by the City to the Operator from time to time, and as outlined in accordance with **Appendix G** of the Operational Specifications, and which shall constitute the acceptable vehicle requirements determined by the City that the Operator must abide by during the period of this Agreement.

22.2 The City shall be entitled to conduct odometer reading checks between the maintenance cycles to ensure compliance with this clause 22 as read with **Appendix G** of the Operational Specifications, and also at other intervals and/or periods as determined by the City in its sole discretion, and which shall be provided to the Operator by way of a Service Notice.

22.3 The Operator shall ensure that all Vehicles:

22.3.1 comply with the requirements of the NRTA, any applicable South African Bureau of Standards specifications and any other Applicable Law;

22.3.2 are properly licenced and have current roadworthy certificates issued in compliance with the NRTA.

23. RESPONSIBILITY FOR THE TRAINING OF VEHICLE MAINTENANCE STAFF

23.1 The Operator shall be responsible for ensuring that its technical Personnel are adequately trained and competent to maintain the Vehicles and warrants that all maintenance and repairs to be undertaken on Vehicles shall be carried out to a high standard expected of a Reasonable and Prudent Operator.

23.2 Where applicable, the Operator shall be responsible for its own training arrangements and the associated cost thereof in respect of Operator-Procured Vehicles, including providing the necessary maintenance and its Employee training to ensure that its staff are competent to operate and maintain the Operator-Procured Vehicles.

PART E - THE CONTRACTED SERVICES

24. ACCESSIBLE PUBLIC TRANSPORT

24.1 The Parties agree that they shall endeavour using all of their reasonable efforts to ensure that all aspects of the public transport system pursuant to the Contract shall through its design and planning seek to accommodate special categories of passengers and support the principle of universal accessibility and accessible public transport.

24.2 The Operator agrees to be bound by the MyCiTi Rules as it relates to accessible public transport, and to be bound by Protocols submitted by the City to the Operator from time to time, including but not limited to any guidance and direction provided by the National Department of Transport from time to time.

25. PROVISION OF THE SERVICES

In accordance with this Agreement, the Operator shall provide the Services:

25.1 exercising the highest degree of skill, care and diligence and in accordance with good bus industry practice or standards;

25.2 in accordance with all Applicable Laws and/or other lawful and reasonable directions from the City from time to time, as contemplated in this Agreement;

25.3 using best endeavours to avoid any unnecessary interruption or delay; and

25.4 strictly in accordance with the conditions provided for in the Contract and in conformance with instructions issued by the City and varied by way of Service Notices under this Agreement from time to time and communicated to the Operator accordingly.

25.5 The Operator shall not be entitled to deviate from the Schedule Plan unless expressly authorised to do so by the City in writing. The Operator shall be liable for all costs incurred by it as a result of any unauthorised deviation from the Schedule Plan.

26. VARIATIONS TO THE SERVICES

26.1 The City may from time to time pursuant to this Agreement make variations and adjustments to the Schedule Plan including but not limited to adjustments of the route(s), the number of scheduled trips, the inclusion of new route(s), adjustments, or alterations of route(s) and/or scheduled trip(s) and the timetable. No such variation or adjustment shall

in anyway invalidate or vitiate this Agreement, and the City shall provide such reasonable written notice thereof to the Operator in a Service Notice as required under this Agreement.

- 26.2 The City may within 6 (six) months after the Service Commencement Date, or such period thereafter as determined by the City, arrange a meeting with the Operator to compare the scheduled weekly kilometres provided by the City in its Specifications with the actual scheduled weekly kilometres as calculated and determined by the City since the Service Commencement Date.
- 26.3 If there is a deviation of more than 10% (ten percent) which is either positive or negative, the Parties must re-negotiate the Consideration Amount, including the Fixed Costs portion thereof, to take account of this variation. If the Parties are unable to agree on new contract rates forming part of the possible revised Consideration Amount within 14 (fourteen) Calendar Days after the date of such meeting, either Party may declare a dispute in terms of clause 85.1, and subject to the Operator abiding by the principles provided for in the Agreement.
- 26.4 In anticipation of this negotiation the City may require documentation and/or information from the Operator. The City shall make such request in writing to the Operator indicating specifically what documentation is required. The Operator is obliged to provide the City with the documentation and information sought within one week of such written request.

27. ROUTES AND ALLOCATED KILOMETRES

- 27.1 The Routes, (including individual Route maps and operating characteristics per Route) and the kilometres allocated to the Operator are more fully described in **Appendix B** to the Operational Specifications. The Operator acknowledges and accepts that the Routes are not assigned to it on a non-exclusive basis and the City shall in its sole discretion be entitled to effect such changes to the Routes or re-allocate the Routes, as it may deem appropriate from time to time, by issuing a Service Notice to the Operator to that effect.

28. TIMETABLES AND OPERATING HOURS

- 28.1 The Operator shall ensure that public transport services are provided in a reliable manner, and the Operator shall do all things necessary to in order to ensure such reliability and comply with all its other responsibilities provided for in the Contract.

28.2 The Operator must ensure that all Vehicles operate in accordance with the timetable and depart and arrive on time or at the intervals as indicated, as detailed in the timetable. The timetables and operating hours for the Services are set out in **Appendix B** to the Operational Specifications and may be amended from time to time by the City in its sole discretion.

29. MEETINGS

The Parties agree that they shall have a recurring monthly meeting, and where both Parties can propose items for discussion on the agenda which shall be collated by the Parties at least 5 (five) Business Days to the recurring monthly meeting. Prior to such meeting, the Operator shall at least 5 (five) Business Days prior to such meeting provide the City with a report on the ensuing period responding to any specific items identified in the agenda. Further, the City shall be entitled to require written reports by the Operator in such form and in such detail as may be determined by the City from time to time.

30. EVENT SERVICES AND CHARTER SERVICES

30.1 The Operator may be required to operate Event Services and Charter Services as described in **Appendix I** of the Operational Specifications, utilising such number and type of Vehicles as the City may determine in its sole discretion. The details of such Event Services and Charter Services, the Routes and schedules applicable thereto, the anticipated or planned kilometres for such Event Services and Charter Services, and the date thereof, will be specified through a Service Notice.

30.2 In the event of the Event Service or Charter Service being cancelled or the date thereof being rescheduled, the Service Notice will be cancelled and any Scheduled Kilometres specified therein will be of no force or effect. In the event of the Event Service or Charter being rescheduled a new Service Notice indicating the rescheduled date shall be issued as soon as is practically possible, and in conformance with the Service Notice provided to the Operator as provided in clause 30.1.

30.3 The Operator shall be entitled to receive payment from the City in respect of Event Services and Charter Services in accordance with Section D of the Price Schedule, Annexure C.4 provided for in the **Appendix I** of the Operational Specifications.

30.4 The Operator shall not be entitled to operate any Event Service or Charter Service or without prior written approval from the City. The Operator shall request the City's prior written approval for the provision of any Charter Service. A Charter Service will be

allocated to the Operator in the discretion of the City having regard to the category of Vehicles required, the Services that the City requires at the time and the proximity of the Depot to the proposed Event or Charter route. All payments for charters will be made by the entity hiring the Vehicles to the City at the price as determined by the City directly to the City.

- 30.5 The FM Contractor or the Operator, and as specifically identified by the City in its sole discretion, shall be required to manage Event Services, as directed by the City, which may be allocated to the Operator as determined by the Control Centre, subject to the City's requirements for the use of a specific type of Vehicle. Certain events, at the City's discretion may require that the MyCiTi Operators render Event Services, in which case the City will direct the manner in which the Event Service shall be managed.

31. INCIDENT AND/OR ACCIDENT REPORTING OBLIGATION

- 31.1 Should the Operator become aware of circumstances or problems which have prevented, are preventing or will prevent the Operator from providing the Services as scheduled, the Operator must immediately after becoming so aware, advise the Authorised Representative of the City of such circumstances or problems (in the agreed to prescribed manner that shall be outlined by the City in due course by way of a Service Notice, and throughout the subsistence of the Contract) and also indicate the manner in which the provision of the Services were, are or are going to be influenced thereby, and which must be in an acceptable communication form and agreed to time period that has been provided to the Operator by means of a Service Notice prior to the Service Commencement Date.
- 31.2 In addition to any obligations under the Applicable Law, the Operator must immediately after its occurrence, report to the City or its Authorised Representative any accident relating to the Services (whether or not a Vehicle has been involved and including accidents at the Depot) in which persons have been injured and/or killed (or where there is such reasonable suspicion or belief thereof). This action by the Operator must be followed by a written report containing full details of the occurrence (or the alleged incident), which report must include a copy of the report, if any, made to the South African Police Service report (the "**SAPS Report**") and the SAPS incident case number, which must be provided to the City within 2 (two) Business Days of the occurrence.
- 31.3 The Operator shall be required to report all other incidents as may be further defined by a Protocol issued by the City from time to time, excluding such incidents as described in clause 31.2, to the City in writing within 2 (two) Business Days of the Operator becoming

aware or where a Reasonable and Prudent Operator should have reasonably become aware of the incident. Such report shall include a copy of the SAPS Report and SAPS incident case number, where applicable.

31.3.1 The City, in its sole discretion, shall determine what a Reasonable and Prudent Operator would have done under such circumstances, and such decision shall be final and binding on the Parties.

31.4 In the event that the Operator fails to comply with the provisions of clause 31.2 and clause 31.3, the Operator shall be liable for all claims arising as a result of the incident and the cost of repair of the Vehicle/s involved to a condition acceptable to the City.

31.5 In complying with its obligations to provide the Services with due care and diligence, the Operator shall be required to report any reasonably visible:

31.5.1 acts of vandalism or damage to the Stops and/or Depots, Staging Areas and/or Stations;

31.5.2 need for the cleaning of Stops and/or Stations; and

31.5.3 abuse of the Stops and/or Stations by any person.

c) (collectively the “**Violations**”),

to the City, on an urgent basis (and which time period has been provided to the Operator by means of a Service Notice prior to the Service Commencement Date) or in the case of Stops and Stations, at the very least within 1 (one) Business Day of the time that any Vehicle operated by the Operator stops at or passes an affected Stop or Station. The relevant Driver shall be deemed to know of such Violations if the City, acting reasonably, determines that the Violations were clearly visible to the Driver under the relevant circumstances or should have been visible to any reasonable and prudent bus driver (assessed by the City against the standard of a Reasonable and Prudent Operator and the obligations under this Contract), exercising due skill, care and diligence in the exercise of his duties under similar operational circumstances.

32. MONITORING OF THE SERVICES/INSPECTION RIGHTS

32.1 Any Authorised Representative of the City shall at all reasonable times be given access to the Vehicles, Staging Areas, Stops, Depots and the Employees in order for the City to

satisfy itself as to the Operator's compliance with its obligations under the Contract. For purposes of this clause 32, the term 'reasonable' shall be construed having due regard to the purpose for which the City's Authorised Representative requires access to the Vehicles, Staging Areas, Stops, Depots and Employees (and subject to the City's inspection rights outlined in this clause 32).

32.2 An Authorised Representative of the City shall be entitled to carry out spot checks during office hours in order to:

32.2.1 verify any administrative and other records of the Operator which it is required to keep in accordance with the Contract; and

32.2.2 ensure the Operator's compliance with the City's request for information required by the National Department of Transport from time to time or as may be required under any Applicable Law.

32.3 Notwithstanding anything to the contrary in the Contract, the City shall be entitled to undertake a full technical inspection, of any specified Vehicle or of Vehicles generally, as contemplated in **Appendix G** of the Operational Specifications, provided that such full technical inspection shall be:

32.3.1 conducted on at least 1 (one) Calendar Day's written notice to the Operator;

32.3.2 undertaken in the "ready line" as provided for in the Operational Specifications;

32.3.3 conducted by a certified artisan; and

32.3.4 undertaken during customary Depot operational hours, or as otherwise agreed with the Operator.

32.4 For the duration of the Contract, the Operator shall be obliged to ensure that each Vehicle within the fleet is presented for inspection as contemplated in clause 32.3 within each Quarter of a calendar year or at such intervals as directed to do so by the City from time to time. Further, the City may issue any necessary Service Notice(s) and/or Protocol(s), for the duration of the Contract, and in its sole discretion, in order to account for any necessary access criteria and requirements, which the Operator shall thereafter abide by in accordance with the Contract.

32.5 In addition to the provisions outlined in clause 32, the City is also authorised to conduct unannounced spot checks during regular office hours to:

- 32.5.1 verify any administrative and other records of the Operator which it is required to keep in accordance with the Contract; and
- 32.5.2 ensure adherence to any request made by the City for information as necessitated by the National Department of Transport from time to time or as mandated by any Applicable Law and regulations thereof.
- 32.6 During the exercise by the City of its rights contemplated in this clause 32.6, the Operator shall provide or make available to the City:
 - 32.6.1 the time and attendance of any of its Employees or sub-contractors engaged in or contracted for the provision of the Services as well as provide the records and documentation;
 - 32.6.2 such records, data or other information, as the City may reasonably require; and
 - 32.6.3 the use of specific office space, a telephone, photocopier or such other facility as may reasonably be required.
- 32.7 For the duration of the Contract and at any point, the City may appoint chartered accountants or other appropriately qualified contractors to report on the financial resources or any operational aspects of the Operator at any time during the contract period or, if necessary, thereafter. In such circumstances, the Operator must provide all reasonable assistance in such an investigation and on request by such accountants or other contractors, and provide all requested documentation or other information within 7 (seven) Calendar Days, failing which penalties will be imposed in accordance with **Annexure B** to the Agreement and in accordance with clause 37 of the Agreement.
- 32.8 The Operator must permit the City, (or where applicable any appointed contractor) to inspect at any reasonable time, and ensure that any sub-contractor engaged by the Operator permits the City to inspect–
 - 32.8.1 the books, records and other material kept by or on behalf of the Operator or sub-contractor (including any records relating to Employees); and
 - 32.8.2 the Operator’s or sub-contractor’s premises, depots and contract vehicles, in order to –
 - 32.8.2.1 check or audit any information supplied to the City under the Contract; or

- 32.8.2.2 monitor the performance of the Operator or sub-contractor or compliance by the Operator or sub-contractor with its obligations under the Contract.
- 32.9 If, at any time during the contract period, the City believes reasonably that the solvency of the Operator is in doubt and that the situation is likely to affect adversely the continuity of the Services, the City may request the Operator to provide a statement of financial position certified by its directors, members, trustees or auditors. In such instances, the Operator must comply with the City's request within 7 (seven) Calendar Days.
- 32.10 If any assessment, survey and/or inspection conducted in terms of the Contract reveals that information previously supplied to the City was in any material respect inaccurate, the Operator shall be liable for any damages suffered by the City as a result thereof which will be dealt with *mutatis mutandis* in the contemplated in clause 60.1.2.
- 32.11 In addition, the City may at its sole discretion impose a penalty as provided for in **Annexure B** to the Agreement or terminate the Contract in terms of clause 84. The determination regarding the appropriate sanction shall be made by the City in its sole discretion.

33. THE MyCiTi RULES

- 33.1 In addition to Applicable Laws (as amended) and Service Notices and/or Protocols, the City has issued rules of conduct in terms of Section 2(3)(a) of the Control of Access to Public Premises and Vehicles Act, and with which persons, including the Operator, using the Vehicles must comply with. These have been consolidated in the "**the MyCiTi Rules**". The MyCiTi Rules are available on the MyCiTi website (<https://www.myciti.org.za/en/discover-myciti/myciti-rules/>) or any other website as the City may advise in writing from time to time (and which rules may be amended by the City from time to time).
- 33.2 In the event that there are changes to the MyCiTi Rules, the City shall provide a Service Notice to the Operator to such effect. The MyCiTi Rules shall also include the Fare Rules, as determined by the City from time to time, and also any terms and conditions for any ITS System that may be required by the City for the MyCiTi from time to time.
- 33.3 The Operator shall ensure that any Employees and any sub-contractors, consultants, service providers and advisors engaged by the Operator are, at all times, aware of and act in compliance with the MyCiTi Rules (including any changes to such rules), to the extent as required by the Contract.

34. CONCESSION SERVICES

- 34.1 The Concession Services shall not form part of the Services. The Operator shall participate in a pilot concession service for purposes of determining the viability, costs and operational viability for concession services.
- 34.2 The principles, parameters and operating regime for Concession Services pilot, inclusive of any framework that may govern such Concession Services pilot will be developed by the City and provided to the Operator in a Service Notice.
- 34.2.1 The Service Notice shall also detail the Nett Contract amount the City will pay for the Concession Services pilot, the anticipated date on which the Concession Services are to commence, and the appropriate contracting parameters and requirements that the Operator shall need to comply with in implementing the pilot Concession Services.
- 34.2.2 During the implementation of the pilot Concession Services, the City by way of a further Service Notice to the Operator will indicate the requisite monitoring and other assessment measures to be implemented for purposes of monitoring and assessing the Concession Services in order to provide the City with the information necessary for the evaluation of the implementation of the concession services within the MyCiTi System and the result of this monitoring and assessment will be provided to the Operator in order that the Operator may provide the City with written submissions in relation to the Concession Services. The City will have due regard to the submissions made by the Operator.
- 34.2.3 The City at its sole discretion may amend the Service Notice issued relating to the Concession Services. The City may also extend the period for the Concession Services pilot.
- 34.2.4 The Operator is permitted to subcontract for purposes of complying with its obligations to provide services in the Concession Services pilot. For purposes hereof, the City's prior written consent is required both for the engagement of such subcontractor(s) and in respect of any contract to be concluded with such subcontractor(s). Full details of the subcontractor will be required, and the City retains the discretion to request any further information in relation to the subcontractor.

- 34.3 If, after the conclusion of the Concession Services pilot, the City elects to implement Concession Services within the MyCiTi System, and requires an Operator to implement the concession services, then the City and the Operator must conclude a further written addendum to the Contract for purposes of regulating the respective rights and obligation of the City and the Operator, including, but not limited to, the contractual and financial parameters, in relation to a concession service and shall, on agreement, be signed by both parties.
- 34.3.1 Nothing contained in that addendum shall be inconsistent with the terms of the Contract and remains subject to the City's Supply Chain Management Policy and any requirements pursuant to the Applicable Law. The Parties undertake to negotiate in relation hereto in good faith.
- 34.3.2 Should the Parties fail to reach an agreement as provided for in this clause 34, such failure by the Parties shall not constitute a dispute as contemplated in clause 85.
- 34.4 In the absence of an agreement being reached by the Parties, nothing precludes the City from concluding an agreement for the rendering of concession services with any other MyCiTi Operators. Failing which, the City may conclude an agreement with any other Contractor for the rendering of Concession Services subject to the City's Supply Chain Management Policy.

35. **IMAGE AND MARKETING**

- 35.1 The Operator, at its own costs, shall comply with instructions from the City from time to time regarding MyCiTi branding in terms of the use of graphics, information, signage, information, and advertising and will co-operate with and participate in agreed marketing programmes as directed by the City.
- 35.2 The City, at its own costs, shall be responsible from time to time for the Vehicle livery and such costs for the Vehicle Livery would be subject to the City's applicable policies.
- 35.2.1 The City shall be entitled to instruct the Operator to attend to any Vehicle livery work, for which costs the Operator shall be entitled to claim from the City. Payment of such costs shall be subject to the City's policies.
- 35.3 The Operator shall, within 48 (forty-eight) hours after receiving notice from the City or the Advertising Management Contractor, if applicable, requesting access to the Vehicles, allow the City and the Advertising Management Contractor access to the Vehicles to

facilitate the application, installation, maintenance, or removal of advertisements and facilities for digital TV/infotainment. It is the Operator's responsibility to note any damage to Vehicles before and after the affixing of advertising, failing which it will be held liable for the costs of any repairs to such Vehicles.

- 35.4 The Operator shall not be permitted to affix or display advertising material of any kind on the interior or exterior of any of the Vehicles, Depot, Staging Areas, Stations or Stops or allow or permit same to be affixed or displayed without prior written approval from the City.

36. OPERATOR PURCHASING FROM ACCREDITED SERVICE PROVIDERS

- 36.1 The Operator shall procure that those goods or services necessary for the provision of the Services which fall within the designated categories expressly stipulated by the City from time to time and provided to the Operator, are purchased only from accredited and suitably qualified service providers with the necessary industry accreditation, expertise and experience. The Operator shall provide the City with proof of such accreditation immediately on request from the City. Further, the Operator shall be obliged further to ensure:

- 36.1.1 provide the details, invoicing and all related documentation to the City from time to time including any additional information that the City may request;

- 36.1.2 any work undertaken by a service provider may only be undertaken if such service provider has the necessary industry accreditation in respect of the relevant goods or services; and

- 36.1.3 the Operator shall endeavour to negotiate the pricing of such required work, and to ensure that the work is properly undertaken and performed.

PART F - PENALTIES AND PERFORMANCE MANAGEMENT SYSTEM**37. PERFORMANCE MANAGEMENT SYSTEM**

- 37.1 The City has established a performance management system that includes the penalties described in this **Part F** of the Agreement.
- 37.2 This system is designed to effectively manage the Operator's performance in terms of the Contract and where applicable, it aims to encourage or rectify performance as needed.
- 37.3 The implementation of the performance management system shall be subject to compliance with the City's Supply Chain Management Policy, where applicable.

38. PERFORMANCE EVALUATION

- 38.1 Notwithstanding clause 38, the City will conduct a monthly evaluation of the Operator's performance based on specific key performance indicators ("**KPIs**") and minimum performance standards ("**MPS**") outlined in Part D2 of **Annexure B** to the Agreement.
- 38.2 The City in preparing these KPIs and MPS shall consult any relevant government grant framework documentation issued by the National Department of Transport from time to time including those relating to the PTNG in order to ensure that those KPIs and MPS are incorporated into the City's Performance Management System from time to time and are imposed on the Operator pursuant to the Contract.
- 38.3 The City may, from time to time, in its sole discretion and on written Notice to the Operator, amend the KPIs and MPS in the Contract to account for any changes in operational conditions or any other factors that the City may deem appropriate or desirable to ensure a high-quality service. The City in exercising its discretion pursuant to this clause shall use its reasonable commercial endeavours to consult with the Operator prior to making such updates but shall not require the Operator's prior approval to do so.
- 38.4 The purpose of the performance evaluation is to manage the performance of the Operator so as to render performance of the Services at a consistently high standard. The Operator's performance shall be assessed and scored for each KPI and measured against the relevant MPS in the manner set out in **Annexure B** to the Agreement. The following scoring principles shall apply:

- 38.4.1 The Operator will earn positive points for scoring above the MPS and negative points for scoring below.
- 38.4.2 A net positive score indicates that the Operator is rendering the Services in a manner that meets or exceeds the City's minimum required standards, resulting in an incentive amount being paid to the Operator.
- 38.4.3 A net negative score will indicate inadequate performance by the Operator and will result in a deduction as a disincentive.
- 38.4.4 The scoring will take place on a quarterly basis i.e. three-month cycle in order to determine performance by the Operator to adhere to the KPIs and MPS and quarter will commence on the Service Commencement Date.
- 38.5 Subject to the MyCiTi Performance Management System, the Operator shall, once acquired, maintain accreditation in respect of the Road Transport Management System (RTMS) and also with ISO9001 (collectively, the "Quality Management System Accreditation" or the "QMS Accreditation"), and ensure its compliance therewith is in order for the duration of the Contract. The Operator shall be obliged to ensure that such accreditation is updated from time to time to account for any superseding version of the aforementioned quality management systems, and to ensure that it meets all the standards and service levels outlined in **Annexure B** to the Agreement.
- 38.6 The Operator shall notify the City immediately if its QMS Accreditation (or any constituent part thereof) is lost or withdrawn at any time during the term of the Contract .
- 38.6.1 In the event of such loss or withdrawal of accreditation, the QMS Penalty amount shall become due and payable monthly (commencing immediately after the expiry of a 30 (thirty) Calendar Day period afforded to the Operator following the loss or withdrawal of accreditation) until such time as the QMS accreditation or relevant part thereof, is reinstated.
- 38.6.2 The City shall at all times be entitled to impose a lesser penalty on the Operator (at the City's sole discretion), if the Operator notifies the City voluntarily of the loss or withdrawal of its QMS Accreditation or part thereof.
- 38.7 If the Operator fails to procure the ISO 9001 accreditation but ensures that such accreditation is obtained prior to the Service Commencement Date or alternatively within a period of 12 (twelve) months after the Commencement Date, the Parties agree that:

- 38.7.1 upon the aforementioned period, whichever is the later, having lapsed as provided, the City shall immediately be entitled to impose a penalty on the Operator for the failure to secure its ISO 9001 accreditation, and to impose such appropriate penalty for such failure, and also impose the appropriate penalty for each consecutive month thereafter (pro-rated accordingly for part of a month if applicable), until the Operator obtains the ISO 9001 accreditation;
- 38.7.2 additionally, the Operator shall update the City on a monthly basis in writing regarding its progress in procuring such ISO 9001 accreditation, once the prescribed period provided for in clause 38.7, has lapsed.

39. PENALTIES

- 39.1 The City shall be entitled to impose Penalties on the Operator for infringements as contemplated in the MyCiTi Performance Management System, the Service Levels and Penalties Schedule provided as **Annexure B** to the Agreement ("the Performance Management System"), and in accordance with the provisions of clause 37 and clause 39, and the terms and conditions of the aforesaid schedule.
- 39.2 The City shall be entitled to impose Penalties based on (including but not limited to) information sourced from the City's tracking and monitoring equipment, the Control Centre observations, faults and complaints logged with the City's Call Centre, the City's ITS, the monitoring performed by the City or any of its contractors and such other mediums and tools as may be reasonably appropriate in the circumstances. The Operator shall bear the onus of disproving same or proving that any non-compliance on its part or the part of its Employees, was entirely due to circumstances or factors beyond its control.
- 39.3 The City shall provide written notices to the Operator, by electronic communication, relating to alleged infringements as provided in the **Annexure B** to the Agreement, which have come to the attention of the City's Authorised Representative ("Infringement Notice"), and which notices may be provided to the Operator from time to time. The Infringement Notices shall indicate the service category of each infringement in accordance with the Penalty Schedule.
- 39.4 Infringement Notices in respect of all categories of infringements shall be delivered to the Operator weekly or such other period as the City may determine reasonably practicable from time to time. The City shall consider Infringement Notices issued for any prior period during the next meeting of a special committee constituted by officials of the City (the "Penalty Committee"). Meetings of the Penalty Committee shall be convened at such

- intervals as the City may reasonably prescribe, provided that the City shall use its reasonable endeavours to ensure that such meetings are convened at least once per month.
- 39.5 Further, the City shall be entitled to issue Service Notices to the Operator constituting a warning or "Notice to Correct", which may be issued in the form of a Service Notice, for Minor Infringements, as determined and categorised in the Performance Management System, which will only be issued at the City's discretion.
- 39.6 The respective penalties for the Minor Infringements may be imposed by the City and applied against the Operator if the issues identified in the City's Notice to Correct have not, in the City's sole discretion, been addressed within the stipulated timeframes that had been provided to the Operator. In the event that the Operator is dissatisfied with the outcome of such determination, the Operator shall be limited to submitting such infringement and/or determination by the City to the Penalty Committee noting that the Operator shall have to demonstrate why it was unable to fulfil the requirements or time periods stipulated for in the City's Notice to Correct.
- 39.7 Infringement Notices which have been issued to the Operator shall be dealt with in accordance with the following provisions:
- 39.7.1 save as provided otherwise in this clause 37, the Infringement Notices issued in the preceding Week or Weeks shall be considered by the City at the next meeting (or a reasonable period thereafter) of a special committee constituted by officials of the City (the "Penalty Committee");
- 39.7.2 the Penalty Committee shall endeavour to meet Weekly where reasonably possible ("Penalty Committee Meetings") and to the extent that Weekly meetings are not required then at such intervals as the City may reasonably prescribe, but such meetings shall not be held more than three (3) calendar weeks apart;
- 39.7.3 the Penalty Committee meetings may be conducted electronically using the appropriate online meeting platform, as determined from time to time by the City, and as necessitated, the Penalty Committee meetings may be convened as in-person meetings which would be convened in such format at the sole discretion of the Penalty Committee from time to time;
- 39.7.4 the Operator's Authorised Representative shall be entitled to address the Penalty Committee at such Penalty Committee Meeting regarding the Infringement Notice

and/or shall be required to submit additional documentary evidence regarding the matter for consideration at such meetings prior to the Penalty Committee meeting. Where directed by the Penalty Committee, the Operator's Authorised Representative may submit additional documentary evidence, and every endeavour should be made to provide the additional documentary evidence to the Penalty Committee Meeting prior to the Meeting;

- 39.7.5 the Penalty Committee shall adjudicate the infringements contained in the Infringement Notices, irrespective of whether a representative of the Operator attends such Penalty Committee Meeting or not. Where infringements are upheld, the Penalty Committee will confirm or reduce the applicable Penalty, having regard to any representations of the Operator and any documentary evidence that has been submitted to the Penalty Committee, and **Annexure B** to the Agreement;
- 39.7.6 the Penalty Committee may also, in its sole discretion, in circumstances where it requires additional information or investigation regarding an infringement, postpone its finding regarding the relevant infringement to a future meeting of the Penalty Committee in order to procure such information or complete any investigation it may require;
- 39.7.7 the Penalty Committee shall be entitled to reduce a Penalty by 30% ("Rebated Penalties") in circumstances where the Operator can demonstrate that it has notified the City of the relevant infringements in advance, where applicable, provided that such reduction shall not apply to infringements falling within the "Major and Serious Infringements" categories in the Penalty Schedule ("Major and Serious Infringements").
- 39.8 The City shall provide the Operator with a written Notice setting out the Penalties imposed ("Penalty Notice"), and the frequency of the notice shall be determined during the subsistence of this Agreement but shall be at least on a monthly basis. The City is not precluded from raising penalties imposed on infringements that occurred in prior months in any such Notice. The Penalty Notice shall (for the specific nominal month include those infringements during that period, and which may also include infringements that have been carried over into such period):
- 39.8.1 categorise the Penalties according to their grading (as "Major", "Moderate" and "Minor") and reference the corresponding service category of each infringement, as provided for the **Annexure B** to the Agreement;

- 39.8.2 also include a category for any Rebated Penalties, to the extent applicable; and
- 39.8.3 as far as reasonably possible, be issued by the City, no later than the 5th (fifth) Business Day following the end of each month.
- 39.9 Penalties imposed by the City in terms of this clause 39 of the Agreement shall:
- 39.9.1 be deducted by the Operator from its next Invoice to the City accounting for any deductions or repayments required against the average Consideration Amount calculated over the period in respect of which the Operator has been operating in terms of this Agreement, and, in the event of any shortfall, from any subsequent Invoices;
- 39.9.2 be subject to increase in the manner described in the terms and conditions to **Annexure B** to the Agreement;
- 39.9.3 be final and binding on the Operator, save that the Operator shall be entitled to refer any dispute in relation thereto, directly to arbitration in terms of clause 85.5.
- 39.10 The Operator acknowledges and accepts that nothing in this Agreement shall preclude the City from outsourcing the administration and imposition of Penalties in terms of this Agreement to a third-party service provider(s) from time to time.
- 39.11 Notwithstanding any other provision of this Agreement:
- 39.11.1 in the event that an infringement of the **Annexure B** to the Agreement by the Operator comes to the attention of the City, the City will use its reasonable endeavours to inform the Operator within 5 (five) Business Days of becoming aware of such infringement or provide such information to the Operator so as to enable the Operator to identify infringements and take corrective action regarding the relevant infringement. Whether the City informs the Operator or not of any such infringement, the City shall not be precluded from issuing an Infringement Notice and/or Penalty Notice in respect of such infringement and that juncture provide the Operator with the information at its disposal;
- 39.11.2 the City shall not be entitled to impose penalties during the 90 (ninety) Calendar Days period following the Service Commencement date; however the City shall during such time, continue to advise the Operator of any transgressions committed by it and which might have attracted Penalties, so as to enable the Operator to monitor its own performance;

- 39.12 Serious Infringement Penalties shall be deducted from the relevant Monthly Invoice in which the respective penalties have been imposed and should the amount of the Invoice be insufficient to cover the Serious Infringement Penalties, the balance shall be deducted from any future amounts payable to the Operator in terms of any other Invoice;
- 39.12.1 the Penalty Committee may, and subject to the City's Supply Chain Management Policy or such applicable policies issued from time to time, if provided with adequate evidence of extenuating circumstances by the Operator, reduce or waive any Other Infringement Penalty;
- 39.12.2 should the Operator voluntarily advise the City in writing of any Other Infringement it may have committed and also undertakes to remedy such infringement, the City may refrain from issuing an Infringement Notice in its sole discretion. In the event that the Operator fails to adhere to its undertaking in this regard, the City may issue an Infringement Notice for double the Penalty amount in respect of the Other Infringement;
- 39.12.3 the imposition of Penalties shall not preclude the City from making use of its other remedies provided for in terms of the Contract for non-fulfilment by the Operator of its obligations.
- 39.13 The Parties agree that the penalty amounts listed for each category of penalty, and as provided for in **Annexure B** to the Agreement, shall be adjusted and escalate on an annual basis determined by CPI, calculated with effect from the Service Commencement Date of the Contract.

40. CUSTOMER SURVEYS

- 40.1 Notwithstanding anything to the contrary in the Contract, the City shall, for the duration of the Contract, be entitled to conduct and publish customer satisfaction surveys as it may deem appropriate which may include but not be limited to, issues pertaining to punctuality, Driver and Vehicle quality, safety and security and general customer satisfaction levels regarding performance of the Operator and its Employees.
- 40.2 The City shall be entitled to formulate its own conclusion regarding the results of the customer satisfaction surveys and the interpretation of the City's statistics relating to the Operator's performance and shall make such results available to the Operator upon request.

- 40.3 The Operator shall do all things reasonably required of a Reasonable and Prudent Operator to give effect to the City's requirements to conduct these surveys including where necessary making any Employees available to the City or its service providers.

PART G - OPERATOR RESPONSIBILITIES**41. IN RELATION TO VEHICLES GENERALLY**

- 41.1 The maintenance obligations of the Operator in regard to the Vehicles (and which are applicable and binding to all Vehicles regardless of ownership under this Contract) are comprehensive and shall bind the Operator. Without detracting from any other contractual obligation on the Operator, the Operator shall have the obligations in respect of the Vehicles generally, as set out in this clause 41.
- 41.2 All Vehicles shall comply with the Operational Specifications as well as any Protocols; Service Notices and the Schedule Plan as issued by the City from time to time, the requirements of the NRTA, any applicable South African Bureau of Standards specifications and any other Applicable Law.
- 41.3 The Operator shall be fully responsible for the Vehicles allocated to it, while in its possession. Further, the Operator shall ensure that all Vehicles:
- 41.3.1 display the unique identifying fleet number allocated to it by the City at all times, in the manner prescribed by the City, from time to time;
 - 41.3.2 display the “display decals” as contemplated in the Operational Specifications or as directed by the City from time to time; and
 - 41.3.3 are properly licensed and have valid roadworthy certificates issued in compliance with the NRTA.
- 41.4 The City shall be entitled to inspect the Vehicles according to appropriate inspection periods, subject to providing the Operator with reasonable notice in writing at least 7 (days) in advance of such planned inspection. The City shall also be entitled to conduct inspections of any Vehicle(s) for whatsoever purpose without notice, from time to time subject to such inspections not causing any disruption to the Service.
- 41.5 The City shall be entitled to prohibit the use of a particular Vehicle should any such inspection reveal a defect which, in the sole discretion of the City, renders the Vehicle unroadworthy or unsuitable for use on the MyCiTi System. The prohibition of use of any Vehicle by the City shall not in any way release the Operator from any of its obligations pursuant to the Contract.

- 41.6 The Operator undertakes to implement and maintain vehicle records and a servicing and/or maintenance and/or repair reporting system pursuant to the standards and required and provided for in **Appendix G** of the Operational Specifications, and as reasonably required by the City from time to time for the duration of the Contract.
- 41.7 The Operator shall provide same to the City's Authorised Representative in such format or by way of suitable systems that are accessible and acceptable to the City on a Quarterly basis in respect of each calendar year or at such other intervals as the City may prescribe by Protocol, from time to time. The City shall be provided with access thereto or be provided with a report on any aspect thereof, on written request, which shall be provided within 7 (seven) Calendar Days of such request, or such further period as agreed between the City and the Operator.

42. **REPORTING AND ADHERENCE TO INSTRUCTION**

- 42.1 Regarding Services rendered under the Contract, the Operator shall report to the Control Centre, which shall monitor and instruct the Operations Coordinator in respect of the implementation of the Services by the Operator.
- 42.2 The Operator shall provide a report to the City, in a format and detail as determined by the City, on a Weekly basis or such appropriate period as determined by the City from time to time, of the details of any Services which were required to have been rendered by the Operator and were not rendered during the 7 (seven) Calendar Days period prior to such report.
- 42.3 The Operator shall comply with and strictly adhere to the instructions and directions of the City's Authorised Representatives regarding the operation of the Services. The Operator shall take instructions and directions only from Authorised Representatives of the City.

42.4 **OPERATIONS**

- 42.4.1 The Operator shall provide the Services in accordance with the hours of operation and the departure times (wherein the headways is the time between the arrival of two consecutive Vehicles on a public transport route) for the Services as set out in the Operational Specifications and/or the Schedule Plan and shall operate the Services in accordance with the Schedule and Schedule Plan and in compliance with any further direction of the Control Centre. Subject to clause 42.5, the Operator shall not be entitled to cancel Trips for any reason whatsoever without the prior written approval of the City.

- 42.4.2 Without detracting in any way from the Operator's obligations regarding servicing and maintenance of Vehicles, the Operator may apply in writing to the City for a variation in the types of Vehicles which are to be used to provide the Services on the basis of a change in passenger demand or the utilisation of better suited Vehicles with a different Capacity to that contemplated in the Operational Specifications having regard to Vehicles then at the Operator's disposal.
- 42.4.3 The City shall, at its sole discretion, be entitled to grant or refuse such request having regard to, amongst other things, the financial implications thereof. The City's decision in this regard shall be final and binding on the Operator (which decision shall be communicated to the Operator within 14 (fourteen) Calendar Days of the Operator's written request being received by the City).
- 42.4.4 The Operator may not refuse to convey a person on a Trip (excluding a Trip in relation to Scheduled Positioning Kilometres) or part thereof unless the passenger Capacity will be exceeded at the time in question or on grounds of violent, abusive, or otherwise illegal or offensive conduct on the part of that person or other grounds contemplated in the NLTA or the NRTA or because the person refuses to pay the fare or presents an unvalidated fare media (that has been determined by the City for use in the MyCiTi system from time to time). Where such an incident occurs, the Operator shall be obliged to log a report with the Control Centre within 30 (thirty) minutes of the occurrence, detailing the nature and location of the incident and where applicable, details of the party/ies involved.
- 42.5 **TEMPORARY INTERRUPTIONS, DELAYS, OR DEVIATION FROM SCHEDULED TRIPS**
- 42.5.1 Save as expressly contemplated in clause 42.5.2 below, the Operator shall not be entitled to cancel Trips for any reason whatsoever, without the prior written approval of the City.
- 42.5.2 The cancellation of Trips by the Operator shall only be permitted if such cancellation is due to:
- 42.5.2.1 unforeseen road closures, adverse weather conditions (in which case prior agreement with the Control Centre shall be required); or
- 42.5.2.2 immediate danger to life and/or personal injury and/or serious damage to property,

and the Operator shall notify the City immediately of any proposed cancellation of a Trip arising from any of the aforementioned circumstances. The Parties shall meet in good faith, as soon as possible thereafter (in person or telephonically and which shall be followed by written confirmation from the City), to agree upon any deviation from the Trips and the expected date and/or time of recommencement of such Trips. If the Parties fail to reach an agreement within one hour after their meeting, the City, acting reasonably, shall make a final determination regarding the cancellation of a Trip. Where the Operator is of the opinion that Trips should be cancelled due to boycott action, intimidation, violence, strike action or any threats of the foregoing, either against the Operator or generally, the Operator shall refer the matter to the City for its decision, which shall be final and binding and not be subject to the provisions of clause 85.

42.5.3 Where the Operator, acting as Reasonable and Prudent Operator, is of the opinion that a Trip should be cancelled due to the likelihood of boycott action, intimidation, violence, strike action (or any threat thereof) either against the Operator, its Personnel or the public in general, it shall refer the question of such cancellation immediately to the City for urgent and final determination.

42.5.4 Any determination made by the City under clauses 42.5.2 and 42.5.3 shall be final and binding on the Parties and not be subject to the provisions of clause 85.

42.5.5 If the City determines that, having regard to the specific circumstances, the cancellation of a Trip:

42.5.5.1 is unavoidable, justified and accordingly should be cancelled, there shall be no Penalty imposed on the Operator in respect of such cancelled Trip;

42.5.5.2 is not justified and should be proceeded with, but the Operator, notwithstanding such determination, fails to do so, the Operator shall be penalised in accordance with clause 39 and **Annexure B** to the Agreement.

42.6 **SKILL AND CARE IN RENDERING UNINTERRUPTED SERVICES**

42.6.1 The Operator shall exercise the highest degree of skill, care, and diligence in the provision of the Services to the reasonable satisfaction of the City.

42.6.2 Without limiting the generality of the foregoing, the Operator shall provide the Services strictly in accordance with the Schedule and at a standard which would

reasonably avoid the incurring of Penalties as contemplated in **Annexure B** to the Agreement.

42.6.3 The Operator acknowledges and accepts that it is imperative for the success of the MyCiTi System that the Services are rendered without interruption or delay and undertakes to do all things necessary to ensure such uninterrupted and timeous service.

42.7 **COMPLIANCE WITH STANDARD OPERATING AND CONTROL PROCEDURES AND REQUIREMENTS**

The Operator shall at all times comply with any standard operating and control procedures and requirements for the day-to-day administration, monitoring, control, and performance of the Contract as may be reasonably determined by the City from time to time and the specific circumstances under which the MyCiTi System operates from time to time.

43. **OPERATING LICENCES**

43.1 Immediately after the Commencement Date, the Operator must apply for the relevant Operating Licences forthwith and shall inform the City in writing on a weekly basis of the progress made regarding such application.

43.2 The Operator shall do everything reasonably necessary to maintain the validity of all Operating Licences for the duration of the Contract and shall ensure that the terms or conditions of such Operating Licences are not contravened.

43.3 The Operator shall not operate a Vehicle if the relevant Operating Licence has expired.

43.4 Upon expiry or termination of the Contract, the Operator undertakes:

43.4.1 to immediately surrender the relevant Operating Licences to the relevant regulatory authority for cancellation or amendment, in accordance with the requirements of the NLTA or any other Applicable Law;

43.4.2 to provide written confirmation supported by accompanying appropriate written evidence of such surrender to the City; and

43.4.3 not to oppose any applications for Operating Licences made by a replacement operator who may be contracted by the City to continue the Services or part thereof, insofar as they relate to relevant Routes.

44. DRIVERS

44.1 Without detracting from Penalties which may be imposed in relation hereto, where a Driver operates a Vehicle without a valid driver's licence and/or PrDP, the City shall be entitled to demand (and the Operator shall be obliged to comply with such demand) that such Driver is immediately removed from the Vehicle and replaced with another Driver in possession of a valid driver's licence and PrDP.

44.2 Where the City has reason to believe that a Driver poses a risk to the safety of passengers, or where a member of the public requests the City to investigate the conduct of a particular Employee, the City shall notify the Operator in writing accordingly (setting out the reasons for its belief, where applicable), and the Operator shall be obliged to take all such steps as may be necessary, including, where appropriate, conducting an immediate investigation into the allegations and if appropriate, effecting the suspension of such Driver/Employee pending the finalisation of appropriate disciplinary action. The Operator shall report on the investigation to the City and if any disciplinary enquiry is instituted, the Operator shall report the outcome thereof, subject to the Applicable Law, to the City immediately upon such enquiry being completed.

44.3 In the event that a Driver listed in the Drivers' Pool Schedule is dismissed from the employment of the Operator as a result of any action or omission directly impacting the Services, or where the outcome of the disciplinary enquiry contemplated in clause 44.2 results in a dismissal of the relevant Driver/Employee, the Operator shall provide the name of such Driver/Employee and the reasons for such dismissal.

44.4 The Operator shall notify the City of any changes to the Drivers' Pool Schedule by delivery of an updated Drivers' Pool Schedule on a monthly basis subject to clause 45 or such other period identified by the City from time to time and as communicated to the Operator in writing.

45. SUBMISSION OF DRIVER INFORMATION

45.1 The Operator shall provide the City with an initial Drivers' Pool Schedule by no later than 2 (two) Business Days after the Commencement Date.

45.2 The Drivers' Pool Schedule shall be updated monthly over the period of the Contract and such updates may be provided to the City in the form of an exception report indicating the incoming and exiting Drivers.

45.3 Within 10 (ten) Business Days, after the Service Commencement Date, (and within 3 (three) Business Days after the appointment of each new Driver thereafter), the Operator shall furnish the City with copies of the following documents for each employed Driver:

45.3.1 an appropriate and valid driver's licence;

45.3.2 an appropriate and valid PrDP, which thereafter, the renewed PrDP must be provided on an annual basis; and

45.3.3 certification by the applicable Vehicle manufacturer or a trainer certified by the applicable Vehicle manufacturer, confirming that the Driver has attained the necessary proficiency to operate the Vehicles.

46. TRAINING OF THE DRIVERS AND EMPLOYEES REQUIRED FOR THE OPERATIONS

46.1 The Operator shall ensure that for the duration of the Contract that there is a sufficient number of Drivers as are required to provide the Services, and that such Drivers have completed the appropriate training, obtained the relevant driver's licences, and have reached the necessary proficiency to operate the Vehicles. The training will be assessed by the City from time to time.

46.2 The training shall include, but will not be limited to, any required driver training, staff training, understanding of the City's traffic signalling system along the MyCiTi routes, the initial product training to enhance the performance and efficiency of the Vehicles and regarding Drivers who already have the necessary licence(s) and shall include training to refresh and improve the Drivers' proficiency.

46.3 The Operator shall at all times, throughout the period of the Contract ensure that sufficient Drivers and/or Employees (and where applicable this will include Regulators as contemplated under the Operational Specifications) as are required to provide the Services as required by the City at such time are available and:

46.3.1 have been trained adequately to enable them to render a high-quality service including but not limited to training in respect of:

46.3.1.1 compliance with Protocols;

46.3.1.2 communication/messages via electronic interface in English;

46.3.1.3 customer service;

- 46.3.1.4 Control Centre communication protocols;
- 46.3.1.5 reporting of abnormalities or deviations from the Scheduled service;
- 46.3.1.6 correct procedures to revert to schedule when running late or early;
- 46.3.1.7 compliance with traffic laws and also understanding of the traffic signalling system along the routes provided for in the Schedule Plan;
- 46.3.1.8 accessing ITS Units with correct passwords, user codes, and block numbers and the proper use thereof including ensuring that information, (static and interactive) is correctly displayed;
- 46.3.2 are assigned to the relevant Routes;
- 46.3.3 are in possession of valid driver's licences and PrDPs.
- 46.4 The Operator shall at all times, throughout the period of the Contract ensure that:
 - 46.4.1 all Drivers learn the Routes so as to ensure compliance with the **Annexure B** to the Agreement;
 - 46.4.2 it pays all costs associated with the acquisition of the required driver's licences and PrDPs for the duration of the Contract; and
 - 46.4.3 it pays all costs associated with the training.
- 46.5 The Operator shall provide details of the anticipated training programmes to the City for consideration and approval by the City prior to the commencement of any training for its Employees, which will include but not be limited to its Drivers.
- 46.6 By way of a Service Notice or Protocol the City shall specify the training requirements for all Drivers, and other categories of staff, that must be undertaken by the Operator and the City shall be entitled to perform spot checks and examinations from time to time to ensure that the skill levels of Drivers and/or Employees are maintained in accordance with the City's requirements.
- 46.7 Given the requirements within the MyCiTi System, the City may from time to time issue a Service Notice or Protocol that specify additional training and related requirements. The Operator shall be obliged to undertake this training in relation to all Drivers, and other

categories of staff as required, and the Operator shall ensure compliance therewith in the time specified by the City

- 46.8 If the City determines that a Driver and/or Employee does not have the requisite skill or does not meet the City's minimum training requirements for Drivers and/or Employee, it shall advise the Operator thereof in writing. In that event, the Operator shall be obliged to remove such Driver from Service and to substitute same with an appropriately qualified Driver immediately upon receipt of written notice from the City, requiring it to do so. The same will apply in relation to an Employee where specific training is required for the job performed by such Employee.

47. CO-OPERATION WITH MyCiTi CONTRACTORS

- 47.1 The City has entered into, or may enter into, agreements with other service providers which, of necessity, will require a level of co-operation between the MyCiTi Contractors, the City and the Operator.
- 47.1.1 The Operator shall use its best endeavours to co-operate with the relevant MyCiTi contractor(s) and shall take such reasonable steps as may be required to reach agreement with the MyCiTi contractor(s) for the efficient and effective operation of the MyCiTi system.
- 47.1.2 A copy of an agreement reached must be provided to the City, which shall substantially in the form of **Annexure F** to the Agreement. Regardless of the conclusion of an agreement as contemplated in this clause 47.1, the Operator shall act in good faith to ensure that it provides all reasonable assistance and cooperation to any MyCiTi contractor(s).
- 47.1.3 Should the Operator and the MyCiTi contractor or service provider fail to reach agreement as contemplated in clause 47.1, the City shall be entitled to issue a Protocol or Service Notice to regulate their interaction or make a final determination in the event of a dispute between them.
- 47.2 In any event, notwithstanding the provisions above, the City shall at all times be entitled to issue Protocols regulating the interaction between the Operator and MyCiTi contractors. The Operator shall be obliged to follow and adhere to such Protocols.

48. EQUIPMENT ON VEHICLES

- 48.1 The City shall be entitled to issue a Service Notice and/or Protocol to the Operator from time to time regarding responsibilities and access requirements relating to all equipment that is either installed on the Vehicles or may be required on the Vehicles for the duration of the Contract. In such circumstances, the Operator shall abide and fulfil all such obligations as directed to do in accordance with the City's Service Notice and/or Protocol. The Operator shall take all necessary steps to make the Vehicles available to the City and its contractors for the purposes of installation, removal, or maintenance of any equipment:
- 48.1.1 within Depot operational hours for purposes of maintenance and servicing at the Depot;
- 48.1.2 and to assist with any required maintenance, servicing and/or repairs that may be required from time to time. Where such access is required after the Depot or MyCiTi operational hours, the Operator shall make and do all necessary arrangements and take all reasonable steps to allow access during those times as communicated by the City to the Operator in writing from time to time; and
- 48.1.3 within 24 (twenty-four) hours of the City or its contractors requesting such access for purposes of maintenance or servicing of the Vehicles at a location other than the Depot. If the aforesaid precludes the Operator from maintaining the spare Vehicle capacity or engineering spares requirement referred to in clause 16.3, it shall immediately advise the City (in writing) of same.
- 48.2 For any access and/or maintenance work or preventative maintenance work required, and which takes place after the MyCiTi system operating hours, the Operator shall take all necessary steps to make sure access to the Depot and/or Vehicles are fulfilled pursuant to the Contract. The City may provide a Service Notice and/or Protocol, from time to time, to the Operator in order to ensure any work that is required for any equipment on Vehicles, and the Operator shall reasonably assist with any such access rights to the MyCiTi Contractors, and make sure it has available staff at the Depot where such work is after the MyCiTi system operating hours.
- 48.3 Where equipment on a Vehicle, which MyCiTi Contractors are required to maintain and repair, malfunctions and results in a Vehicle being removed from the Services, the Operator shall make such Vehicle available to the relevant MyCiTi Contractor immediately for repair of the aforesaid malfunction.

49. PUBLIC RELATIONS

49.1 To ensure that the Services are rendered in a seamless manner and that the Services as experienced by members of the public are consistent with the City's expectation of a high quality MyCiTi System and are regarded as such by the general public, the Operator shall ensure that Employees:

49.1.1 communicate with passengers and members of the public in a customer friendly, professional, and helpful manner as an extension of the MyCiTi brand;

49.1.2 conduct themselves as if they were MyCiTi staff and at all times, behave in a manner befitting the MyCiTi image and brand;

49.1.3 refrain from conduct which may bring the City and the MyCiTi System into disrepute; and

49.1.4 deal with customer complaints in a responsive and courteous manner, and that such complaints must be dealt with both telephonically and in writing where required and reasonably expected.

49.2 In complying with clause 49.1, the Operator shall ensure that all Employees receive appropriate training in the following areas:

49.2.1 service requirements of passengers with disabilities;

49.2.2 management of confrontational or difficult passengers;

49.2.3 occupational health and safety issues;

49.2.4 customer care and customer relations;

49.2.5 the role of a Driver;

49.2.6 inspection, dispatch, and supervision of services;

49.2.7 compilation of claims;

49.2.8 passenger safety, which shall include, amongst other things, procedures pertaining to safe embarking and disembarking of passengers, ensuring that Vehicle doors are closed only when it is safe to do so.

49.3 Should the Operator become aware of an Employee that is not fit and proper to execute his/her duties effectively, the Operator shall take appropriate action immediately.

50. PASSENGER INFORMATION

50.1 For the duration of the Contract and subject always to Protocols issued by the City from time to time the Operator shall be obliged to:

50.1.1 display any information provided to it by the City for display on Vehicles or Stops;

50.1.2 ensure that Employees are able to inform customers regarding timetables, Routes, fares, basic way finding information and other transport services;

50.1.3 report, to the City, any damage and/or mistakes regarding any signage on the Vehicles; and

50.1.4 respond to any complaints forwarded to it by the City, and to provide such feedback within 7 (seven) Calendar Days;

50.1.5 ensure that any lost property is collected and handed to the City's Authorised Representative or dealt with in accordance with Protocols or Service Notices issued by the City and provided to the Operator by the City from time to time, and ensure also that any passenger queries in relation to lost property is addressed in a polite and courteous manner; and

50.1.6 collect and handover any lost property to the City's Authorised Representative from time to time and keep a written record of such information.

51. UNIFORMS

51.1 The City requires all Employees, excluding those Employees identified by way of a Protocol, to wear Uniforms at all relevant times during the rendering of the Services. The Operator shall ensure that its Employees are appropriately attired in the prescribed Uniforms.

51.2 The Uniforms provided by the Operator shall comply with the specification and design provided by the City from time to time. The City shall consult with the Operator before amending the specification and design of the Uniforms.

51.3 The Operator shall take such reasonable steps as may be necessary to ensure that the Uniforms are kept in good condition and worn in a professional manner and in accordance with the high standards required by the City in relation to the MyCiTi branding.

51.4 To the extent that a deviation from the Uniforms required is necessitated, the Operator may submit such motivation to the City in writing prior to the Service Commencement Date. The City shall consider such motivation reasonably and in good faith, and if approved shall communicate such deviation to the Operator by way of a Service Notice.

52. TEMPORARY UNIFORMS

The Operator shall be responsible for the prompt provision of all required Uniforms for the rendering of the Services. In the event that there is a delay in procuring such Uniforms (which delay must be considered reasonable by the City in its sole discretion) the City may afford the Operator an opportunity to provide temporary Uniforms at the cost of the Operator.

53. ACCESS CONTROL AND MANAGING FARE EVASION

53.1 The Operator shall be responsible for access control and to monitor fare evasion on Vehicles.

53.1.1 OBLIGATIONS IN RELATION TO ACCESS CONTROL

53.1.1.1 The Operator shall be responsible for ensuring that the passengers accessing Vehicles from the left-hand side validate their electronic fare smartcards or any MyCiTi approved fare media or such other City-approved fare media correctly (including any other alternative processes and method for access determined by the City through a Service Notice and/or Protocol from time to time) and to implement any further obligations in relation to fare collection as specified in Service Notices and Protocols issued by the City from time to time.

53.1.1.2 Access control measures as provided for in this clause 53 apply to boarding from the left side of the Vehicle and shall not apply when utilising right-sided doors (which are utilised to embark or disembark at Stations). With regard to boarding from the left side of the Vehicle, the following shall apply:

53.1.1.2.1 the Operator shall be obliged to manage and monitor access control on Vehicles and shall ensure that all passengers embark and disembark

in compliance with Protocols, including but not limited to using electronic fare smartcards or such other City-approved fare media; and

53.1.1.2.2 where a passenger enters a Vehicle without presenting a valid and acceptable fare media or electronic fare smartcard (or such other method as determined by the City for use in the MyCiTi System), the Operator shall take such necessary action as prescribed in due course by the City in its sole discretion in any relevant Protocols and/or Service Notices issued from time to time.

53.1.2 **OBLIGATIONS IN RELATION TO FARE EVASION**

53.1.2.1 Should a passenger breach access control measures and board a Vehicle at a Station, and should such Vehicle depart before corrective action is taken, City, or if so appointed, the FM Contractor is obliged to inform the Control Centre to alert the relevant Driver of such incident. To the extent possible, the Operator shall ensure that the Driver uses all reasonable endeavours to identify the offending passenger and, to the extent possible, inform the City and the FM Contractor's staff of the incident at the following Station, and implement such instructions as may be provided by the Control Centre.

53.1.2.2 Where Employees or an inspector identifies fare evasion on any Vehicle and are unable to appropriately deal with such situation without delaying the Services, the Operator or inspector shall inform the City, or where applicable, the FM Contractor, to remedy the situation in accordance with Protocol, either directly or via the Control Centre.

53.1.2.3 In the event of fare evasion where a Driver is responsible for access as per clause 53.1.1, the Driver shall report the incident to the Control Centre and, where applicable, the FM Contractor's staff on arrival at the relevant Station, without causing unreasonable delays to the Service and whenever possible, provide the Control Centre and, where applicable, the FM Contractor's staff with a description of the offending passenger.

54. **MyCiTi SYSTEM STABILITY**

54.1 The Parties agree that it is in their respective interests that illegal competition within the MyCiTi System is curbed and that any demand not catered for by the Services is met by

regulated and legally licensed operators in accordance with the Applicable Law. Accordingly, the Operator shall:

- 54.1.1 use its best endeavours to assist the City in combatting Route invasions and piracy by unregulated, illegal operators;
- 54.1.2 promptly notify the City of the operation and activities of such unregulated, illegal operators as soon as it becomes aware thereof;
- 54.1.3 undertake that neither it nor its directors, shareholders, Employees, or officers participate in or benefit from, whether directly or indirectly, in the financial affairs and/or business operations of any person or entity involved in the unlawful provision of public transport services within the footprint of the MyCiTi System and will not for the duration of the Contract do so.

55. OTHER OPERATOR RESPONSIBILITIES

- 55.1 The City shall be entitled to implement appropriate monitoring, oversight and contract management measures for the implementation and execution of the Contract. This shall include, but not be limited to contract-, project- and financial management measures.
- 55.2 Notwithstanding the Operator's obligations under **Appendix E** of the Operational Specifications as read with the broader obligations outlined in the Contract and the respective Use Agreement concluded between the City and the Operator (**Annexure D** to the Agreement), the Operator shall be responsible for the safe disposal or recycling of any oil, lubricant or water containing any variation of such lubricant in accordance with the National Environmental Management: Waste Act, Act 59 of 2008.
- 55.3 The Operator shall at its own cost comply with the provisions of the Occupational Health and Safety Act, Act 85 of 1993 ("**OHSA**") and all regulations and safety standards promulgated thereunder. Accordingly, the Operator shall be obliged to sign the City's Occupational Health and Safety Agreement substantially in the form of **Appendix K** of the Operational Specifications and shall ensure compliance therewith at all times.
- 55.4 The Operator shall be liable for and pay for all traffic fines incurred as a result of the use of the Vehicles, as well as any additional Penalty set out in the **Annexure B** to the Agreement, that may be imposed from time to time.
- 55.5 The Operator shall provide the City with a written report on all traffic fines issued to the Operator or its Employees regarding or in relation to the use of the Vehicles, and such

report from the Operator will be provided to the City on at least an annual basis or such period as determined by the City from time to time. In the City's sole discretion, the City may publish an Operator's record regarding traffic fines in accordance with the Contract.

55.6 For the avoidance of doubt, all traffic fines are to be paid for by the Operator.

PART H – OPERATOR EMPLOYEE RELATED MATTERS

56. EMPLOYMENT

- 56.1 The Operator shall recruit and employ all Employees necessary to provide the Services, including Drivers, Regulators, Supervisors, and all other administrative and management staff as required and pursuant to the Contract. The Operator shall keep an updated register of all Employees, recording their positions within the Operator’s business.
- 56.2 The Operator shall be obliged to procure that each contract of employment with any Employee includes provision for the consent by such Employee, in the event of his dismissal, to the release by the Operator of immediate notification of such dismissal, the reasons therefor and the outcome of any relevant disciplinary enquiry held in respect of such Employee.
- 56.3 The Operator shall be obliged to register with the Compensation Fund within 90 (ninety) Calendar Days after the Commencement Date and to ensure that it comply with all Labour Department requirements as outlined by the Compensation Fund.
- 56.4 The Operator shall comply with the conditions of SARPBAC and any other relevant bargaining council agreements as well as other labour law applicable to it and shall submit to the City an annual certificate evidencing such compliance.
- 56.5 The Operator shall be obliged to respond substantively to the City regarding complaints relating to its alleged non-compliance with SARPBAC or relevant labour law within a reasonable period, and the City may impose penalties for such failure under the MyCiTi Performance Management System.

57. USE OF THE SERVICES BY EMPLOYEES OF THE PARTIES

Save for the Driver of the relevant Vehicle and Regulators (where applicable) who shall not be liable to pay a fare in the MyCiTi System, the Operator shall bear the costs of the relevant fare in respect of use of the MyCiTi transport services by any other Employees. Save that, during the course of the Business Day week, the persons as identified by the City through a Service Notice and/or Protocol and provided to the Operator shall not be liable to pay a fare provided that such travel is conducted only during the course of the working day being 08h00 to 17h00, and only on Business Days.

PART I - BUSINESS PLANNING, RECORDS AND REPORTING

58. FINANCIAL STATEMENTS

- 58.1 For the duration of the Contract, the Operator shall provide the City with:
- 58.1.1 management accounts, in respect of each calendar month (comprising of a balance sheet, profit and loss account, cash flow statement and a cash flow forecast for the following 3 (three) months), and which reflects income, expenditure, profit and losses for that associated quarter, within 7 (seven) Business Days after the end of each respective quarter;
- 58.1.2 annual, audited financial statements compiled by the auditor registered in terms of the Auditing Profession Act, 2005 (Act No. 26 of 2005), as soon as practicable, but in any event, within 90 (ninety) Calendar Days after the end of each relevant Financial Year of the Operator;
- 58.1.3 financial accounts and statements as directed by the City to prepare whereby the City shall in its sole discretion direct the Operator to prepare such accounts in a particular manner in order to assess how those accounts reflect and account for all expenses and all income of the Operator for a particular period.
- d) (Hereinafter collectively referred to as the “**Financial Statements**”).
- 58.2 The reporting for the four quarters should coincide with the Operator's financial year, and should that not coincide, then the Operator should report monthly until such time that it does.
- 58.3 The Operator shall ensure that the Financial Statements provided to the City in terms of clause 58.1:
- 58.3.1 are signed by the finance director or chief financial officer of the Operator; and
- 58.3.2 are prepared in accordance with acceptable accounting standards, unless directed otherwise by the City; and
- 58.3.3 fairly and accurately reflect its financial position for each relevant financial period.

58.4 The Operator shall specifically ensure that its Financial Statements are provided to the City in terms of clause 58.1.2, include a detailed schedule setting out the annual remuneration payable to its Board and the Operator's executives.

58.5 The Operator shall provide the City with all such additional information in connection with the Financial Statements including, without limitation, any supporting information in the form of invoices, payslips and the like, in the prescribed format and within such associated time period, at the same time as the Operator provides the Financial Statements that are provided to the City pursuant to clause 58.1. The City may in its sole discretion from time to time provide written notice to the Operator to provide further documents and information as may be required, and the Operator shall diligently and without delay, alternatively in the time period as specified by the City, comply with such direction from the City.

58.6 If:

58.6.1 despite request from the City, the Operator fails or refuses to provide any required information concerning its Financial Statements; or

58.6.2 after having received such information from the Operator, the City is still not reasonably satisfied that the Operator has sufficiently clarified or addressed its concerns arising out of or in connection with its Financial Statements,

1.2 the City shall be entitled, on prior written notice to the Operator, to engage directly with the Operator's auditors, and the City is permitted to address any issue arising from the Financial Statements directly with the auditor in order to satisfy the City's consideration of the Operator's Financial Statements from time to time. The Operator hereby irrevocably consents to such direct engagement with the auditor, to the extent that such consent may be required, and authorises its auditors to co-operate fully with the City in this regard.

58.7 The Operator shall not be permitted to dismiss or replace its auditors without prior written consent from the City, being mindful of the fact that such consent shall not be unreasonably withheld. The City shall be entitled to all reasonable and required information in order to ascertain the independence of the Operator's auditor from time to time, and the Operator hereby irrevocably consents and agrees to provide such information and documentation as may be required to the Operator, and further the Operator authorises its auditors (as appointed from time to time) to provide all information and documentation required by the City to ascertain the independence of the auditor at

the time of such appointment, and for all contract periods appointed as such, by the Operator.

59. FINANCIAL MANAGEMENT

59.1 The Operator undertakes to manage its financial affairs in a prudent manner (in conformance with the standard of a Reasonable and Prudent Operator) to ensure its continued financial sustainability throughout the term of the Contract.

59.2 In this regard, and unless the City expressly agrees otherwise in writing,

59.2.1 the Operator, and, where appropriate, any person or entity exercising ownership control over an operator, or performing these functions on behalf of or in the capacity as agent of, an operator

59.2.1.1 shall ensure that any initial capital required by it for purposes of complying with the provision of clause 7 herein, must be raised by means of equity capital from its shareholders and not through shareholder loans or other external debt funding;

59.2.1.2 for the duration of the Contract, must ensure compliance with Regulation 5(2) of the Contracting Regulations published under the NLTA and the requirements as set out in Schedule F13G of the Tender, and do so, in a manner consistent with generally recognised accounting practices and procedures (and further in the acceptable and required standard as determined by the City from time to time);

59.2.1.3 must at all times conduct the Services and contracted MyCiTi operations pursuant to the Contract according to business principles with financial ring-fencing and on the commencement date and every 12 (twelve) months thereafter, provide the City with a valid tax clearance certificate issued by the South African Revenue Services in compliance with clause 12.2; and

59.2.1.4 for the duration of the Contract, the Operator, and, where appropriate, any person or entity exercising ownership control over an operator or performing services on behalf of or in the capacity as agent of, an operator, must not enjoy an unfair advantage as provided for under Regulation 5(2) of the Contracting Regulations published under the NLTA.

60. FINANCIAL DISTRESS AND BUSINESS RESCUE

60.1 The Operator hereby irrevocably undertakes to notify the City in writing, immediately upon the following events:

60.1.1 when the Board becomes aware that the Operator is Financially Distressed; or

60.1.2 when the Board contemplates, considers, discusses or agrees to any Business Rescue of the Operator or proposes to do any of the like; or

60.1.3 when the Board and/or the Operator becomes aware that any person or organisation is proposing to take or is taking steps to apply to court for the purposes of Business Rescue of the Operator.

60.2 The Operator's aforementioned written notice must set out the full details of the Financial Distress and the steps, if any, being taken by the Operator to remedy it and/or the actual or proposed steps taken by any other person intending to place the Operator under Business Rescue.

60.3 The City shall be entitled to request such information or documentation as it may require, directly from the Operator's auditors in order to assist it in formulating a view regarding the Operator's Financial Distress or any proposed Business Rescue and the Operator hereby irrevocably consents to such direct engagement between the City's and its auditors, to the extent that such consent may be required.

61. GOVERNANCE COMPLIANCE, BOARD TRAINING AND DISCLOSURE

61.1 The Operator must obtain the prior written approval from the City for any changes in its ownership control of shareholding, which approval will not be withheld unreasonably. In the event that the City accepts the change of ownership control and shareholding, the Operator is required to promptly submit the full details of the said change in writing to the City within 5 (five) Business Days. The Operator's failure to adhere to this obligation will result in the imposition of a penalty in accordance with **Annexure B** to the Agreement. The City also reserves the right to terminate the Contract as stipulated in clause 84 in the case of non-compliance.

61.2 In addition to the overall obligations set forth in the Warranties (as outlined in clause 77), the Operator is obligated to adhere to the stipulations of the Companies Act and the Companies Regulations 2011. The Operator shall endeavour during the period of this

Agreement to fulfil the principles of the King IV Report (the fourth revision of the King Report on Corporate Governance).

61.2.1 Subject to clause 61.2, the City may in its sole discretion provide that the Operator with a Service Notice in the event that it has identified specific corporate governance compliance training and/or objectives that should be fulfilled by the Operator within a reasonable period of time as determined by the City from time to time.

61.2.2 Subsequent to receiving the Service Notice, the Operator is obligated to promptly comply with the instructions from the City in this regard, and to provide the City with confirmation that such appropriate corporate governance compliance training and/or objectives has been fulfilled.

62. BOARD MEETINGS, RIGHT TO APPOINT OBSERVERS AND RESTRICTIONS

62.1 During the subsistence of this Agreement, the Operator shall ensure that no special resolution that may adversely affect or impact its ability to fulfil its obligations under the Contract is passed by its shareholders, without prior written consent of the City, and which consent shall not be reasonably withheld or delayed in circumstances in which the passing of such special resolution, and which shall be limited for purposes of assessing issues that may impact the provision of Services in the Contract, and as contemplated in this clause 62.

62.1.1 The Parties agree and stipulate in this Agreement that the scope and relevant resolutions that would trigger a requirement for the Operator to advise the City would include special resolutions that may adversely affect any of the rights and/or interests of the City under the Contract or where such special resolution would adversely impact the ability of the Operator to deliver the Services pursuant to the Contract.

62.2 With effect from the date of receipt by the City, of the written notice referred to in clause 60.1 or the date on which the City notifies the Operator in writing, that it is of the view that the Operator may be in Financial Distress, the Operator shall:

62.2.1 without detracting from the provisions of clause 62.1, not make, declare or authorise any Distributions (or pass any resolution, including round robin resolutions to that effect) without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, if such Distributions will not adversely affect the rights and/or interests of the City;

- 62.2.2 give prompt notice of all and any Board meetings to the City;
- 62.2.3 deliver to the City, all and any documents and/or Board packs circulated to the Board for purposes of each such Board meeting; and
- 62.2.4 permit a duly authorised representative of the City to attend each such board meeting of the Operator in an observer capacity.

63. RESTRICTION IN RELATION TO RESTRICTED COMPANIES

63.1 From the Commencement Date and for the duration of the Contract, the Operator shall not:

63.1.1 acquire or hold, whether directly or indirectly, (including without limitation, through any direct or indirect subsidiary, holding company or subsidiary of any holding company), shares in the issued share capital of a Restricted Company or the shareholder of such Restricted Company (and where the City in its sole discretion shall provide the Operator with details hereof by way of a Service Notice); and

63.1.2 permit or authorise the issue of any of its shares to a Restricted Company or a shareholder of such Restricted Company;

63.1.3 enter into any subcontracting arrangements or be party to a partnership, joint venture, consortium arrangement with Restricted Companies, in relation to the Services or any part thereof, or in respect of any work to be undertaken in respect of the management of Stations, the Control Centre or the fare collection system without prior written consent of the City, and which consent shall not be unreasonably withheld or delayed.

63.2 At the Commencement Date, the City shall provide the Operator with a Service Notice providing a list of companies that have been determined to constitute a Restricted Company, which list shall be compiled and prepared by the City in its sole discretion.

63.3 Further, from the Commencement Date and for the duration of the Contract, the Operator shall not:

63.3.1 acquire or hold, whether directly or indirectly, (including without limitation, through any direct or indirect subsidiary, holding company or subsidiary of any holding company), shares in other Operator(s) that have been contracted by the City to

operate the MyCiTi public transport services within the specific contracted area (being MyCiTi Phase 1 Stage 2);

63.3.2 sell, transfer, dispose of, or otherwise alter their shares, equity interests, or any other form of ownership that would result in such contracted Operator(s) becoming a shareholder where such other business and/or operator (including without limitation, through any direct or indirect subsidiary, holding company or subsidiary of any holding company) is also contracted by the City to operate the MyCiTi public transport services within the specific contracted area (being MyCiTi Phase 1 Stage 2).

63.4 In the event that any of the shareholders of the Operator acquire shares in other Operator(s), in the manner as provided for in clause 63.3.1 or otherwise sell, transfer, dispose of, or otherwise alter their shares as contemplated in clause 63.3.2, the Operator, on being informed hereof, shall advise the City hereof. The Operator shall during the currency of this Agreement inform the City in writing of any change in its shareholding, or that of its shareholders, and provide details of such changes annually when submitting its annual financial statements.

PART J - VEHICLES TECH EQUIPMENT AND DEPOTS**64. RE-ALLOCATION AND TRANSFER OF VEHICLES**

- 64.1 The City shall be entitled, by way of a Service Notice, to allocate or re-allocate an appropriate number of Vehicles to the Operator and/or any other Operator, or to require the Operator to transfer Vehicles to any Other Operator or *vice versa* throughout the duration of the Contract.
- 64.2 Such contemplated transfer or reallocation under clause 64.1 shall be subject to the following principles. For purposes of this clause 64.1, the Party receiving vehicles shall be known as the "Receiving Operator" and the Party transferring vehicles shall be known as the "Transferring Operator":
- 64.2.1 the contemplated transfer or reallocation by the City from time to time will be made in accordance with the underlying operational requirements of the MyCiTi System and may necessitate reallocations or transfers within the same phasing of the system and/or alternatively other phases of the MyCiTi System from time to time, and as determined in the sole discretion of the City.
- 64.2.2 the Transferring Operator shall ensure that any Vehicle selected for transfer shall be, subject to fair wear and tear, in a good state of repair, both in relation to its chassis and its body and shall have kilometrage similar to the average kilometrage of all Vehicles then in the possession of the Transferring Operator. If the Operator is unable to comply in relation to a particular selected Vehicle, it shall provide a Vehicle of similar kilometrage to that of the selected Vehicle subject always to such Vehicle being in a good state of repair, and further where the City shall be entitled in its sole discretion to select the Vehicles that may require repairs from time to time, and which selection will be fulfilled by the Operator as part of the necessary work required for such Vehicle.
- 64.2.3 the provisions of the Handover of Vehicles Agreement in **Annexure E** to the Agreement (subject to the exception in clause 64.2.5), amended only where necessary to give effect to the context, shall apply equally to Vehicles handed over to an operator under this provision.
- 64.2.4 As part of the Handover of Vehicles process, a handover form shall be duly completed prior to any such handover outlining the condition and status of the

relevant Vehicles in order to appropriately assign responsibility for any specific work that may be required, and to assign responsibility to the respective Operator accordingly. This includes an inspection of the relevant Vehicle (including the tyre thread of the Vehicle) by the Transferring Operator, the Receiving Operator, and the City, where applicable and identification of issues requiring repair. The Transferring Operator shall be obliged to attend any repairs identified, insofar as they are contractually the responsibility of the Transferring Operator, as speedily as is reasonably possible.

- 64.2.5 the handover of vehicles from one operator to another, as determined and instructed by the City by way of a Service Notice, shall also stipulate the anticipated period for the handover of vehicles, and the respective handover shall not be on a daily basis but shall be aligned to the respective period stipulated in the Service Notice as issued by the City from time to time.
- 64.2.6 the Receiving Operator shall record all items requiring repair on the relevant Vehicle and to the extent that the Receiving Operator repairs such Vehicle, it shall be entitled to claim the cost of such repair from the City, provided that the City pre-approves such cost in writing. Where the City approves such costs, it shall be entitled to recover such amount from the Transferring Operator and apply set-off in respect thereof, against any future payments due to the Transferring Operator.
- 64.2.7 when requiring Vehicles to be transferred from one operator to another, the City shall ensure that proper regard is given to the provisions of clause 16.6 (and any requirements outlined by the City by way of a Service Note from time to time) in respect of each operator, such that the overall allocation of Vehicles between operators by the City does not unduly prejudice any single operator from meeting the demand placed on it for its Services from time to time.
- 64.3 The Parties accept that clauses 64.1 and clause 64.2 has not derogated or limited from the City's rights, and the overarching principle of reallocation or transfers of the Vehicles from time to time shall be that the City shall be entitled, in its sole discretion and at any time, to re-allocate Vehicles between the Operator and any other MyCiTi Operator, and, for purposes of the Contract.
- 64.3.1 Where the City wishes to instruct a re-allocation of Vehicles, it shall do so by issuing a Service Notice to the relevant operators, within the time period prescribed. The

Service Notice shall, amongst other things, specify the intended date on which the Vehicles are to be physically transferred or handed over (the "Re-Allocation Date").

- 64.3.2 In circumstances where the reallocation is for an anticipated short-term basis, the City in the Service Notice shall determine if a transfer of the Vehicle is anticipated or whether the reallocation is temporary, which specific details may be varied from time to time by the City and provided to the Operator by issuing a Service Notice to such effect.
- 64.3.3 Forthwith after the issuing of the relevant Service Notice by the City, directing a re-allocation of Vehicles, the Transferring Operator and the Receiving Operator shall, in the presence of an Authorised Representative of the City, conduct a joint inspection, wherein the City shall prescribe the parameters and modalities thereof by way of a written instruction, of the relevant Vehicles to record the condition thereof and to identify any defects (fair wear and tear excepted) requiring repair.
- 64.3.4 The City shall identify the specific Vehicles to be re-allocated and advise the Operator accordingly in writing.
- 64.3.5 The Transferring Operator must ensure that all such Vehicles selected for re-allocation, are in a good state of repair, both, in relation to their chassis and body and that such Vehicles do not have excessive mileage relative to the average mileage of all Vehicles then in the possession of the Transferring Operator.
- 64.4 The Transferring Operator shall be obliged to repair any defects identified as soon as possible after the joint inspection (but in any event, by no later than the date stipulated therefor in the Service Notice, and subject to clause 64.3.3), and which must be properly and timeously reported to the City on at least a quarterly basis each year or such period as determined by the City in a Service Notice.
- 64.5 Notwithstanding the foregoing, the City shall be entitled to instruct the Receiving Operator to repair any identified defects itself. In such instance, the Receiving Operator shall be entitled to claim the cost of repairs from the City, provided that such costs are approved by the City in writing before they are incurred. The City shall be entitled to recoup the costs of repairs carried out by the Receiving Operator, directly from the Transferring Operator, whether by applying set-off or otherwise.

- 64.6 The Receiving Operator shall be responsible for all Vehicles received by it pursuant to a re-allocation by the City. The Receiving Operator must ensure that all such Vehicles are properly maintained in compliance with the provisions of the Contract and in particular.
- 64.7 The Receiving Operator shall reimburse the Transferring Operator for the Vehicle licence fees of all re-allocated Vehicles, paid in respect of any period extending beyond the Re-Allocation Date (or where the Re-Allocation Date is not so specified, the actual date of physical transfer of the Vehicles) (the "Excess Period"), provided that, the Transferring Operator:
- 64.7.1 shall be entitled to claim only in respect of the pro-rata portion of the Vehicle licence fees covering the Excess Period; and
- 64.7.2 must invoice the Receiving Operator for such reimbursements, within 6 months after the Re-Allocation Date or the actual date of physical transfer of the Vehicles, as the case may be), failing which, any claim for reimbursement shall lapse.
- 64.8 Subject to the Transferring Operator's compliance with the provisions of clause 64.7.1 and clause 64.7.2, the Receiving Operator must reimburse the Transferring Operator within 30 (thirty) Calendar Days of receipt of an invoice for any pro-rata Vehicle Licence fees due.
- 64.9 The Receiving Operator shall only be allowed to put a re-allocated Vehicle into service once it is in possession of the applicable, valid Operating Licence.
- 64.10 The Transferring Operator and the Receiving Operator shall co-operate with each other and do all things necessary to ensure that the relevant Vehicles are capable of being transferred and received without delay and shall comply with all Protocols issued by the City from time to time in relation to the handing over and transfer of Vehicles.

65. OPERATOR'S OBLIGATIONS FOR THE VEHICLE MAINTENANCE, SERVICING AND REFURBISHMENT

- 65.1 The Vehicles have historically been serviced and maintained in accordance with the City's maintenance and service regime specified in **Appendix G** of the Operational Specifications. The Operator shall be responsible for the servicing, maintenance and repair of the Vehicles for the duration of the Contract and must always ensure that it is carried out:

- 65.1.1 in continued conformance with the City's maintenance and service regime as specified above, unless directed otherwise by the City in a Protocol;
- 65.1.2 by a service provider pre-approved by the City in writing (following on such service provider satisfying the City's requirements set out in **Appendix G** of the Operational Specifications to the reasonable satisfaction of the City prior to any approval being granted); and
- 65.1.3 utilising genuine spare parts approved by the OEM ("OEM Approved Parts") or their equivalent in quality as may be pre-approved by the City in writing.
- 65.2 Notwithstanding the obligations imposed on the Operator under the Contract aligned to the standards and requirements of **Appendix G** of the Operational Specifications, the Operator shall at all times and at its own cost be responsible for the inspections (at intervals of every 2,500 (two thousand five hundred) kilometres travelled by each vehicle) and servicing and maintenance, and repair of all the Vehicles (including all wear and tear repairs) at specified intervals for the duration of the Contract as outlined in **Appendix G** of the Operational Specifications and which may be adjusted by the City for operational reasons during the subsistence of the Contract, and which will be communicated to the Operator by way of a Service Notice if necessary.
- 65.3 The Operator shall abide to the necessary requirements for maintenance and servicing obligations for the vehicles in accordance with **Appendix G** of the Operational Specifications. The City, in its sole discretion, may provide further protocols and Service Notices to the Operator in this regard..
- 65.4 The Operator shall be responsible, for the repair and/or replacement of all maintenance parts required and shall bear the cost of providing such parts.
- 65.5 Notwithstanding the provisions of clause 65.1, if a Vehicle is laid up (or not operational for whatsoever reason), then the Operator shall inspect such laid-up or non-operational vehicle every four weeks (or such shorter period as the Operator may deem appropriate). The Operator shall attend to any servicing, maintenance and/or repairs as may be required.
- 65.6 The Operator must ensure that all maintenance and repairs to be undertaken on Vehicles is carried out to a standard expected of a high-quality vehicle operator and that such maintenance and repair (whether undertaken by its own technicians or those of a third

party contracted for that purpose by the Operator) shall be carried out by technicians suitably trained and qualified for that purpose.

65.7 The City shall be entitled to require the Operator to provide proof (to the City's reasonable satisfaction) that such technicians have been adequately trained and are able to perform maintenance and repairs on the relevant Vehicles. The Operator in order to meet such obligation shall provide confirmation to the City that the respective technicians are qualified and trained as auto-electrician and diesel mechanics.

65.8 The Operator's further maintenance and repair obligations for the duration of the Contract are set out below:

65.8.1 repair of tyres and/or replacement of rims subject to damage, normal or excessive wear and tear and uneven wear, it being recorded that the Operator shall at all times adhere to the tyre specifications as determined by the City from time to time;

65.8.2 supply and top-up of lubricants, between services;

65.8.3 supply of fuel and AdBlue additive;

65.8.4 any repair or replacement required, necessitated, or caused as a result of, or generally resulting from or in connection with the following:

65.8.4.1 accidental or intentional damage;

65.8.4.2 labour disturbances attributed to the Employees, or in circumstances not covered by SASRIA as contemplated in clause 86;

65.8.4.3 improper or negligent use of the Vehicles;

65.8.4.4 use of the Vehicles in breach of the terms and conditions of the Contract;

65.8.4.5 incompetence of the Operator or the Employees, sub-contractors or any third party in driving, handling, working, or otherwise dealing with the Vehicles;

65.8.4.6 servicing, maintenance, or repairs to the Vehicles by any third party;

65.8.4.7 minor repairs strictly necessary and carried out in an emergency situation or breakdown;

- 65.8.4.8 shock loading conditions where Vehicles have been driven without proper care and/or adverse driving conditions (and including, but without limitation, the exceeding of legally permitted gross vehicle and/or gross combination mass (provided that the Vehicle is equipped with the technology to inform the Driver when such mass is exceeded), speed limits and/or RPM (revolutions per minute);
- 65.8.4.9 failure to comply with the manuals applicable to Vehicles, provided that the manuals have been furnished to the Operator;
- 65.8.4.10 failure or malfunction of any component or equipment which is not provided by the Vehicle Supplier, or its sub-contractors installed on the Vehicles, as approved by the Vehicle Supplier in circumstances where such component or equipment ought to have been provided (or approved) by the Vehicle Supplier or a sub-contractor or in instances where the Operator secures parts from another supplier that has been approved by the Vehicle Supplier to provide such equipment/part, as the case may be;
- 65.8.4.11 the use of contaminated or non-Vehicle manufacturer approved fuels, AdBlue and/or lubricants;
- 65.8.4.12 the repair or replacement, as the case may be, of or to the paintwork, chrome, trims (including but without limitation, carpets, seats, railings, and handles), emblems, body work, upholstery, cab structure, windscreen, wipers, mud flaps, windows, and glass generally, bulbs, the repair of any road and stone damage to the paintwork;
- 65.8.4.13 attending to breakdowns and generally delivery to or collection or transportation from the point of service, salvage, or breakdown (other than as set out above or below);
- 65.8.4.14 jump-starting Vehicles; and
- 65.8.4.15 work done outside operating hours, regarding attendance to breakdowns and regarding emergency repairs.
- 65.9 The Operator's duty of care in relation to the Vehicles shall be fulfilled as a Reasonable and Prudent Operator would, and its maintenance obligations under this Contract shall require the Operator to do all necessary things to safeguard the Vehicles. Further, the

Operator in fulfilling these maintenance obligations shall not commit the following specific breaches of such standard of responsibility (and which list is not limited):

- 65.9.1 conduct or negligence that results in the theft of Vehicle equipment and components;
- 65.9.2 conduct of tampering with Vehicle odometer, controls, and any other specialised vehicle equipment;
- 65.9.3 operating Vehicles in a manner that may harm the Vehicles' components, including electrical and driveline components;
- 65.9.4 Vehicle component damage due to the Operator's negligence in checking and maintaining oil, lubricant and fluid levels as stipulated in the applicable vehicle operating manual (which may be provided as Protocol from time to time);
- 65.9.5 failing or neglecting to ensure that any work undertaken on the Vehicles is not undertaken and conducted by suitably accredited vendors/service providers and/or also such work is not undertaken with quality products or components thereof;
- 65.9.6 operation of Vehicle on Routes and road surfaces for which the Vehicle was not designed unless specifically authorised by the City (which would be provided to the Operator as Service Notice).
- 65.10 In addition, but again, not limited thereto, the Operator shall:
 - 65.10.1 perform the required regular checks, in accordance with the manuals (which shall be furnished to the Operator) and including the checking of coolant levels, lubricant levels, tyre pressure, lubrication and the like and the introduction of anti-freeze or the application of rust inhibiting agents;
 - 65.10.2 replace lost parts including, but not limited to fire extinguishers, first-aid kits, warning triangles and lamps, tools, jack, servicebooklets and the like and perform any testing or maintenance of such items;
 - 65.10.3 wash the Vehicles at intervals (to be specified) including a complete wash of the chassis, engine, gearbox, front and rear axle, and complete underside of a Vehicle, at the time of carrying out routine service and maintenance work;
 - 65.10.4 attend to the fitment, service or repair of any parts or equipment necessary pursuant to any Applicable Law which may come into force after the Commencement Date;

- 65.10.5 carry out maintenance and repairs of the Vehicles as may be necessary and agreed by the City's Authorised Representative which shall be performed in accordance with industry best practice using certified brake testing equipment;
- 65.10.6 carry out brake testing every 5,000 (five thousand) kilometres and road worthy testing every 6 Months, as required by Applicable Law;
- 65.10.7 keep and use the Vehicles in a proper and prudent manner (in conformance with the standard of a Reasonable and Prudent Operator) and ensure that only duly qualified and competent persons are allowed to drive the Vehicles and amongst other things, but without limitation, ensure that the Vehicles are not operated improperly or negligently;
- 65.10.8 attend to all break- downs, as soon as possible and comply fully with the Vehicle manufacturer's requirements regarding the towing of Vehicles from accident scenes and comply with all Protocols or standard operating procedures issued by the City regarding the resumption of operations after an accident;
- 65.10.9 ensure that the Vehicle running-in instructions and proper responses to systems warnings are fully understood and properly observed;
- 65.10.10 ensure that legally permitted gross vehicle and/or gross combination mass is not exceeded;
- 65.10.11 not overload the Vehicles nor use it for any purpose for which it is not designed;
- 65.10.12 ensure that no components of the Vehicles are removed or exchanged except where defective and in the course of normal service, repair or replacement and generally ensure that the Vehicles are operated in a complete condition;
- 65.10.13 ensure that regular checks are made by the Operator of all oils, coolants, AdBlue and electrolyte levels and that such levels are correctly maintained in accordance with the manuals;
- 65.10.14 comply with the Vehicle operating manuals and take all reasonable steps and precautions to minimise damage to the Vehicles and in particular, but without limitation, in the event of any defect or failure occurring in the Vehicles;

- 65.10.15 promptly service and maintain at the relevant intervals in accordance with the relevant Vehicles' manuals and/or the City's instructions;
- 65.10.16 allow the City's Authorised Representatives access to the Vehicles and for this purpose ensure that such representatives are permitted to enter into the Depot (including workshops) or Staging Areas and have access to and be entitled to, download, all information available from the Vehicles (whether from on-board computers, data recorders or vendor-supplied systems, i.e. fuel monitoring and telematics systems or otherwise) including the kilometres travelled by the Vehicles;
- 65.10.17 be responsible for all daily pre-Trip checks prior to the Vehicles leaving the Depot, such checks to be limited to K53 checks and necessary functionality checks in relation to the ITS Units;
- 65.10.18 be obliged to furnish the City with actual performance indicators as set out in the Operational Specifications pertaining to preventative maintenance key performance indicators so as to enable the City to measure the future performance of the preventative maintenance operations in respect of the Vehicles and the Operator shall provide same to the City on a monthly basis;
- 65.10.19 complete a log regarding each Vehicle in a form as may be prescribed by the City, which shall record the abovementioned information and all damage and repairs to the Vehicle while in the possession of the Operator, movement of the Vehicle to other contractors or service providers for repair or service (including the odometer readings upon departing and returning, a description of the purpose and any other relevant comments).
- 65.11 The Operator undertakes to co-operate with the City by:
- 65.11.1.1 promptly providing all relevant information regarding component failure to the City;
- 65.11.1.2 monitoring the impact of negligent or abusive usage on Vehicle component failures;
- 65.11.1.3 assisting the City with the investigation of all instances of premature failure of components supplied by third parties to ensure that the costs attributed to such negligent actions are not inappropriately charged to the City by way of an increased kilometre rate;

- 65.11.1.4 immediately addressing any improper negligent or abusive actions identified by the City in relation to the maintenance of the Vehicles;
- 65.11.1.5 proactively maintaining the Vehicles in a manner consistent with ensuring that the premature replacement of components is avoided.

66. **PROVISION OF FUEL CONSUMPTION INFORMATION**

The Operator shall be obliged to provide the City with individual Vehicle odometer readings and quantities of fuel used per Vehicle on a weekly basis (based on a Calendar Day week) and in such format as the City may require from time to time. The City shall be entitled to conduct such inspections as may be necessary, (in accordance with the further provisions of this Agreement regarding inspections), to verify the accuracy of data provided.

67. **SPARE PARTS, MAINTENANCE TOOLS AND EQUIPMENT**

The Operator is required to provide a suitably stocked and secure spare parts store as well as those Employees directed to manage such store, and where the Operator must ensure such persons are suitably qualified. The Operator will be responsible for the provision of all other spare parts required and provide the tools and equipment necessary to maintain the Vehicles.

68. **MAINTENANCE OF ADEQUATE FUEL STOCKS**

- 68.1 The Operator shall, irrespective of actual or anticipated fuel delivery stoppages or shortage of fuel supply, ensure that it maintains at all times, adequate levels of fuel, in order to ensure a seamless and uninterrupted delivery of the Services. For purposes of this clause 68.1, adequate levels of stock shall:
 - 68.1.1 mean at least 2 (two) Calendar Days' supply of the relevant types of fuel, whether stored on or off premises; and
 - 68.1.2 the average fuel consumption of the preceding 30 (thirty) Calendar Days shall be utilised to calculate the fuel stock that must be maintained (outlined in clause 68.1.1).
- 68.2 If the Operator utilises off premises fuel storage facilities, the Operator shall put in place adequate contingency arrangements, to the satisfaction of the City, to ensure uninterrupted and timeous delivery of fuel, particularly but not limited to during times of fuel industry strikes, or other anticipated fuel delivery stoppages or interruptions and any costs incurred as a result of utilising off-premises fuel storage facilities shall be for the Operator's account.

68.3 The City shall be entitled to conduct random spot checks, to ensure that sufficient fuel levels are maintained and that the aforesaid contingency plans are in place.

69. VEHICLE REFURBISHMENT

69.1 The City may, during the period of the Contract and subject to compliance with its Supply Chain Management Policy, require the Operator to implement a full or partial refurbishment of any Vehicle in accordance with the Vehicle Refurbishment Standards.

69.1.1 From time to time, the City shall prepare a Vehicle Refurbishment Schedule, and in particular after the Service Commencement Date in order to ensure and direct the Operator to undertake the necessary full and/or partial refurbishment of the Vehicles during the duration of the Contract (“the Vehicle Refurbishment Schedule”).

69.1.2 The City shall continue to monitor the effective utilisation of the Vehicles for the duration of the Contract and shall where it is necessary in its sole discretion make adjustments to the Vehicle Refurbishment Schedule and provide such revised (if necessary) Vehicle Refurbishment Schedule to the Operator from time to time.

69.1.3 The Operator in fulfilment of this obligation shall ensure the effective planning and implementation of the Vehicle Refurbishment Schedule and to ensure such work undertaken aligns and conforms with the standards set out in **Appendix G** of the Operational Specifications.

69.2 As contemplated by clause 69.1.2, the City shall be entitled to amend the Vehicle Refurbishment Schedule and/or impose such conditions on the Operator as it may deem reasonable in connection with the implementation of the Vehicle Refurbishment Schedule and which amendments and/or conditions shall be binding on the Operator.

69.3 Where the City instructs the Operator to carry out a full and/or partial refurbishment of any Vehicle, it must do so in writing. Any refurbishment may only be carried out by an accredited party with extensive experience in the refurbishment, repair and /or building of buses, pre-approved by the City in writing, or such other party as the City may, in its sole discretion, deem suitably qualified and capable of meeting the Vehicle Refurbishment Standards as determined by the City and provided for in **Appendix G** of the Operational Specifications.

69.4 After receiving a written instruction from the City as contemplated in clause 69.3, the Operator shall:

- 69.4.1 as soon as the Operator has obtained the necessary quotations, provide the City with at least 3 quotations, (all in the form of sealed bids) for the undertaking of such refurbishment; and
- 69.4.2 only proceed with the refurbishment after the City has provided it with written confirmation of the extent and scope of the required refurbishment and the price at which such refurbishment may be proceeded with.
- 69.5 It shall be the responsibility of the Operator to procure that all refurbishments are suitably covered by such warranties as the City may advise from time to time (but at a minimum, as set out in the Vehicle Refurbishment Standards as determined by the City and provided for in **Appendix G** of the Operational Specifications) and to manage the implementation of such warranties on behalf of the City.
- 69.5.1 The Operator is obligated to furnish the City with regular progress reports throughout the refurbishment process, as directed by the City.
- 69.5.2 The City retains the right to conduct unscheduled physical inspections to validate progress and ensure compliance with the Vehicle Refurbishment Standards as determined by the City and provided for in **Appendix G** of the Operational Specifications.
- 69.5.3 Upon receiving written notification from the Operator confirming the completion of a relevant vehicle refurbishment, the City commits to conducting a comprehensive inspection within 14 (fourteen) Calendar Days.
- 69.5.4 Subsequently, within 7 (seven) Calendar Days of completing the inspection, the City will notify the Operator of the satisfactory or unsatisfactory completion of the refurbishment.
- 69.6 If a Vehicle refurbishment (which would include both the partial and/or full refurbishment of the Vehicles):
- 69.6.1 has not been completed to the satisfaction of the City, the City shall notify the Operator of those aspects that require further attention and/or remediation and the provisions of clause 69.3 shall apply anew in respect of any further work to be undertaken; or

69.6.2 has been completed to the satisfaction of the City and the City has confirmed to the Operator in writing that it is so satisfied, the Operator shall be entitled to recover the costs of the relevant Vehicle refurbishment from the City in its next monthly Invoice.

69.7 All payments to the Operator in respect of completed Vehicle refurbishments for any Vehicles shall be made in accordance with this Agreement and subject to the City's Supply Chain Management Policy (and shall be made in the sole discretion of the City), and in accordance with **Appendix F** and **Appendix G** of the Operational Specifications. The Operator shall be required to comply with all requirements of vehicle refurbishment or partial vehicle refurbishment as determined and directed by the City from time to time.

69.8 **Alternative Propulsion Vehicles**

69.8.1 Notwithstanding clause 20, and given the City's commitment to long-term carbon neutrality, the Operator acknowledges that the City is seeking to promote change within the transport sector through policy innovation that encourages the shift from internal combustion engine Vehicles to alternative propulsion Vehicles (which may include but not be limited to, electric vehicles) and that these vehicles constitute part of the Vehicles that may be introduced into service during this Contract.

69.8.2 The Operator further acknowledges that the full details regarding which alternative propulsion vehicle and fuel options are best suited for MyCiTi, the time needed for their procurement, delivery, and introduction into service across the MyCiTi System may, if at all, only likely be finalised by the City after the Commencement Date. Consequently, a comprehensive evaluation of the costs and appropriate rates to be paid by the City in respect of such vehicles cannot be finalised prior to the Commencement Date and the determination thereof shall be subject to the further provisions below.

69.8.3 If, at any point during the term of the Contract, the City wishes to introduce alternative propulsion vehicles into service to be operated by the Operator, it shall address a written Notice to the Operator inviting it to commence negotiations to establish and agree, the appropriate rates payable for alternative propulsion vehicles ("Invitation to Negotiate").

69.8.4 The Parties agree that it is in their mutual interest to co-operate with each other in relation to the introduction of alternative propulsion vehicles to ensure the continuity of the Services and accordingly undertake to negotiate in good faith in regard to

rates that are fair, reasonable, based on empirical data and evidence, and consistent with the objectives of the City's Supply Chain Management Policy.

69.8.5 The Parties shall use their best endeavours to ensure that negotiations commence within 7 (seven) Business Days of the date of receipt by the Operator of the Invitation to Negotiate. Any agreement reached between the Parties shall be documented in the form of a written addendum (which may provide for amendments to the Price Schedule, or a different Price Schedule, as the case may be, and contain such further provisions as the Parties may deem reasonably necessary to address the introduction of alternative propulsion vehicles). Subject to clause 69.8.9 below, the Contract shall only be deemed to have been duly amended once the addendum has been signed by both Parties.

69.8.6 If the Parties do not reach an agreement within 45 (forty-five) Business Days (or such later period as the Parties may agree to in writing) of receipt by the Operator of the Invitation to Negotiate, the negotiations shall be deemed to have been concluded. Nothing contained in such agreement shall be inconsistent with the terms of the Contract and remains subject to the City's Supply Chain Management Policy and any requirements pursuant to the Applicable Law. The Parties undertake to negotiate in relation hereto in good faith.

69.8.7 Should the Parties fail to reach an agreement as provided for in this clause 69.8, such failure by the Parties shall not constitute a dispute as contemplated in clause 85.

69.8.8 In the absence of an agreement being reached by the Parties, nothing precludes the City from concluding another agreement with a third party for required Vehicles or determining whether to acquire those Vehicles directly in its sole discretion.

69.8.9 Notwithstanding the preceding provisions to this clause 69.8.9, any changes to the rates and related matters, as may be negotiated or otherwise determined by the Parties, shall always be subject to the City's Supply Chain Management Policy and any approvals that may be contemplated therein, to the extent applicable.

70. ON-BOARD EQUIPMENT: THE ITS UNITS

70.1 RIGHTS AND OBLIGATIONS OF THE CITY IN RESPECT OF ON-BOARD UNITS

70.1.1 The City from time to time shall determine the appropriate conditions and deployment/installation of ITS Units during the currency of the Agreement and shall

issue a Service Notice to the Operator that may be issued by the City in conformance with the detail provided for in **Appendix L** of the Operational Specifications.

70.1.2 The City shall:

70.1.2.1 have the right to install, replace and/or upgrade the ITS Units (or such appropriate fare collection equipment as determined by the City from time to time in its sole discretion) on the Vehicles during the currency of this Agreement and shall be entitled to remove same from the Vehicles on the Termination Date; and

70.1.2.2 without detracting from the Operator's immediate obligations to render the Services on time, use its reasonable commercial endeavours to supply the Operator, within a reasonable time, with password protected access to a web-based facility (or similar platform as determined by the City from time to time) to enable the Operator to view operations utilising its own computer and related equipment as provided for in the Operational Specifications.

70.2 **OBLIGATIONS OF THE OPERATOR IN RESPECT OF ON-BOARD EQUIPMENT**

70.2.1 The Operator shall not be responsible for any ITS System and/or ITS Units supplied by any other MyCiTi Contractor. The responsibility and accountability for any of the ITS Units shall be managed by the City under its own agreements with the respective contractors or service providers.

70.2.2 The Operator shall:

70.2.2.1 at all times comply with the reasonable specifications and instructions for the operation, care and use of the ITS Units as prescribed by the City by notice in writing from time to time;

70.2.2.2 not allow the ITS Units to be used for any purpose other than to fulfil its obligations in respect of the provision of the Services;

70.2.2.3 keep detailed record of all defects and repairs effected, or by way of suitable systems that are accessible and acceptable to the City, by the City's contracted suppliers of the ITS Units (the "ITS Maintenance Contractors") for inclusion in regular reports to the City as may be prescribed by the City from time to time;

- 70.2.2.4 bear the cost of repair to or replacement of the ITS Units (or the respective components thereof) occasioned by theft or damage, resulting from the abuse or gross negligence of any Employee. The Operator shall be entitled to inspect the relevant ITS Unit prior to such repair or replacement;
- 70.2.2.5 not permit any Vehicle to leave the Depot for the purpose of performing a Trip with an unrepaired defect in the ITS Units, unless the Operator has reported the defect to the Control Centre and the Control Centre has instructed the Operator to utilise the relevant Vehicle on a specific Route;
- 70.2.2.6 ensure that all Drivers immediately report any malfunctioning and/or defects in any of the ITS Units detected during any Trip, to the Control Centre. Each such report must be made to the Control Centre by the relevant Driver by no later than the time of the relevant Vehicle's arrival at the next Station or Stop according to the Schedule and subsequently be included by the Operator in the prescribed report to the City. The Operator and the Driver must adhere to any instruction given by the Control Centre after reporting a defect;
- 70.2.2.7 afford the relevant ITS Maintenance Contractors, authorised by the City, reasonable access to the Vehicles for purposes of maintenance and/or servicing of the ITS Units; and
- 70.2.2.8 the ITS Maintenance Contractors shall, for the duration of this Agreement, be responsible for the servicing, maintenance, and repair of the ITS Units supplied and installed on the Vehicles.

70.3 **OWNERSHIP OF THE ON-BOARD UNITS**

- 70.3.1 At no point would ownership of the ITS Units cede to the Operator, but rather ownership of the ITS Units would be governed by the City's respective contracting arrangement for such equipment. The City may during the course of the Contract provide the Operator with a Protocol regarding any specific conditions that it may need to comply with in relation to the ITS Units.
- 70.3.2 The Operator shall not be entitled to sell or otherwise dispose of or encumber in any way whatsoever, the ITS Units or any part thereof during the duration of the Contract.
- 70.3.3 The City shall provide the Operator with details regarding access to the determined onboard driver management system that the City has determined for use in the

MyCiTi System. The City shall do so by issuing a Service Notice providing the specific details of the onboard driver management system for the purposes of facilitating access thereto and providing any other details including but not limited to any Protocol and adherence measures that must be adopted by the Operator..

71. VEHICLE, INFRASTRUCTURE AND DEPOT INSURANCE

71.1 The City shall, for the duration of the Contract, effect and maintain full comprehensive insurance in respect of all Vehicles and other assets owned by it, including but not limited to all windows, third party installations, to the extent that such installations are not insured by the third party and all risk insurance in respect of the Depots, including insurance in respect of any infrastructure situated on Stations and the Depots. The City shall be liable for and pay all premiums in respect of such insurance.

71.2 The Operator shall:

71.2.1 bear the costs of any excesses due directly, as may be adjusted annually or periodically by the City's insurer, in respect of such insurance (and shall pay such excesses forthwith as directed by the City), and which shall also include any relevant increases to the excess amounts as that may be determined from time to time during the Contract, and where such excess amounts may be increased from time to time during the Contract. If paid by the City, the Operator shall reimburse the City for any excess paid by the City in respect of an insurance claim made by the City, which amount the City is entitled to set off from the monthly consideration to be paid to the Operator.

71.2.2 be liable for any exclusions and limitations under the foregoing insurance, , which are repudiated by the City's insurer's due to any act or omission of the Operator, its Employees or agents, during the rendering of the Services.

71.3 If, pursuant to clause 64, the City re-allocates any of its Vehicles (and subject to the respective Service Notice that may be issued by the City and **Appendix H** of the Operational Specifications):

71.3.1 from the Operator to another MyCiTi Operator, the Operator's obligations in terms of clause 71.2 shall cease forthwith upon the date of such re-allocation, and where the appropriate proportionate allocation as determined by the City may be assigned to the Operator; or

- 71.3.2 to the Operator from another MyCiTi Operator, the Operator's obligations in terms of clause 71.2 shall commence forthwith upon the date of such re-allocation.
- 71.4 In the event that the Operator is required to procure its own Vehicles to render the Services or any part thereof, the Operator shall:
- 71.4.1 take-out and maintain comprehensive insurance (which must include SASRIA, and public/ third party liability insurance) in respect of such Vehicles, to the City's satisfaction;
- 71.4.2 be liable for the payment of the premiums, excesses and exclusions in respect of such insurance;
- 71.4.3 comply with all terms and conditions of the insurances and all reasonable requirements of its insurers;
- 71.4.4 at all times ensure that once a claim is made and accepted, the amount of insurance cover will automatically be reinstated to full cover; and
- 71.4.5 at any time during the term of the Contract, when requested by the City, provide proof to the satisfaction of the City, that the insurances contemplated in this clause 71.4 have been properly taken out and are being maintained.
- 71.5 The Operator shall ensure that the appropriate insurance and risk cover conforms with the requirements outlined in **Appendix H** of the Operational Specifications, which the City will assess and the Operator from time to time shall provide the City with updated insurance and risk schedules as requested.

72. **DEPOTS AND STAGING AREAS**

- 72.1 The City shall allocate the Depots and/or Staging Areas to the Operator for purposes of rendering the Services and hereby grants to the Operator (and all persons lawfully authorised by the Operator), access to and use Depots and Staging Areas subject to the Property Use Terms and Conditions specified in **Annexure D** to the Agreement.
- 72.2 The City by granting rights to the Operator for use of the Depots and/or Staging Areas shall make a determination, in its sole discretion, of the Operator's responsibilities in respect of the Depots and/or Staging Areas.

- 72.3 The Operator responsibilities include but are not limited to the payment of all utilities and associated consumption costs (water, electricity, sewerage, waste removal, rates, taxes, services and central improvement district levies) and specific machinery and equipment that has been identified and specified in **Annexure D** to the Agreement.
- 72.4 The City from time to time by way of a Service Notice to the Operator will be able to vary such responsibility in order to properly account for the fluctuation of movable assets on the property, and the respective ownership of certain assets on the property. These variations will account for any assignment of costs or responsibilities as determined by the City from time to time.
- 72.5 The Operator shall at all times ensure that the City and its contractors, service providers, staff and officials are provided with access to the Depots and staging areas as determined by the City in its sole discretion. The City retains ownership of all depots and staging areas utilised within the MyCiTi System, in order to ensure, amongst other things, the seamless continuity of public transport services for the benefit of passengers. Nothing in the Contract derogates from the City's ownership rights.

**PART K - CONTROL CENTRE, AUTHORISED REPRESENTATIVES,
PROTOCOLS AND SERVICES NOTICES**

73. CONTROL CENTRE

73.1 The City shall operate the Control Centre from which it will, amongst other things, monitor and supervise the movement of Vehicles in terms of the Contract by way of ITS units/equipment. In the absence or failure of such equipment, such other system or method as the City may deem appropriate from time to time will be implemented.

73.1.1 In the event that the ITS fails or is non-operational, the City may confirm arrival and departure times of Vehicles using other appropriate methods as determined by the City.

73.1.2 Notwithstanding the provisions of clause 83, the City at its sole discretion may from time to time issue a Service Notice indicating how all Vehicle movements will be controlled.

73.2 The Operator may employ Regulators to administer the arrival and departure times of Vehicles during the rendering of the Services only upon the express consent of the City to do so. In the event that the City has agreed that Regulators may be appointed by the Operator and for purposes of the Contract, the Regulators shall liaise with and take instruction from the Control Centre (in terms of Vehicle movements and passengers' control) and the City shall be entitled to issue a Service Notice instructing the withdrawal of such Regulators, on 60 (sixty) Calendar Day's written notice, in the event that the Control Centre is sufficiently functional.

73.2.1 The City shall only approve the appropriate number of Regulators it deems appropriate in order to meet the requirements for the Services (and which the City shall determine in its sole discretion), and shall not be liable for any additional number of persons that the Operator may wish to employ in this role.

73.2.2 The cost of the Regulators shall form part of the Consideration Amount pursuant to clause 9, and subject to the City's determination whether Regulators are required as well as the number of such Regulators (if applicable) and wherein the City shall exercise this determination in its sole discretion. The payment for the Regulators shall be based on the submitted and City-approved weekly Regulator rosters that the Operator shall submit to the City for approval, and also such report must be

accompanied by proof and/or documentary confirmation from the Operator that the respective Regulators have been deployed.

- 73.2.3 The Operator shall submit weekly work (based on a Calendar Day week) schedules to the City in advance showing the planned deployment of the Regulators for the respective coming week (based on a Calendar Day week).
- 73.2.4 The City in its sole discretion reserves the right to decide on where and how the Regulators are actually deployed, and this shall be communicated in writing to the Operator from time to time for the duration of this Agreement. In the event that the requisite number or no Regulators are employed for the required period of time allowed for, the consideration due to the Operator will be adjusted accordingly, based on the tendered amount for Regulators, as adjusted.
- 73.3 The Operator shall comply with all notices and instructions from the Control Centre pertaining to the day-to-day administration, monitoring, control and performance of the Contract.
- 73.4 In particular, the Operator shall be obliged to comply with any mobile phone or internet application based short message service, such as SMS, ("Instant Message") or such instant messaging platforms such as WhatsApp or email, received from the Authorised Representative, his delegate or the Control Centre in respect of matters requiring urgent operational action.
- 73.5 Save as required on a daily basis for prompt communication, the Parties may utilise Instant Message communication for operational purposes and relating to the Services, and as agreed to by the Parties during the subsistence of this Contract, and which shall be provided in due course by the City to the Operator as a Service Notice.
- 73.6 Any Instant Message such as by information technology platforms such as WhatsApp and sent by a Party pursuant to the Agreement and in relation to the provision of Services shall be deemed to have been received by the other Party (unless the contrary is proved) within 20 (twenty) minutes of transmission if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within one hour of recommencement of the Services.

74. AUTHORISED REPRESENTATIVE

- 74.1 The City and the Operator shall notify each other, of the identity and contact details of their Authorised Representatives by no later than 5 (five) Calendar Days after the Commencement Date, and any changes thereto from time to time.
- 74.2 All Service Notices and similar notifications, other than legal notices in terms of clause 76, shall be directed by the Authorised Representatives of the City and/or to the Operator respectively.

75. CONTRACT MANAGEMENT

- 75.1 In addition to the Authorised Representatives to be appointed in respect of operational and administrative matters as contemplated above, each of the Parties shall appoint a designated Authorised Representative for purposes of contract management (the "Contract Management Delegate").
- 75.2 The Contract Management Delegate shall meet monthly (or at such other intervals as they may agree to from time to time), on a date and time proposed by the City. The respective Contract Management Delegates must ensure that other persons, required to attend this meeting are present based on the agenda of the meeting. The functions of the Contract Management Delegates are to:
- 75.2.1 discuss and review progress reports, strategies, plans and objectives for the performance of the Parties under the Contract;
 - 75.2.2 discuss and agree on Innovations, or opportunities for Innovation and increasing revenue for MyCiTi (as set out in clause 75.4);
 - 75.2.3 consider and co-ordinate ongoing compliance (or monitor defaults) of the Contract;
 - 75.2.4 discuss risk management and co-ordinate initiatives to address areas of risk to the Services or the Contract generally;
 - 75.2.5 discuss and monitor the quality of the Services and performance of the Operator generally and recommending or resolving remedial measures to be adopted;
 - 75.2.6 deal with any other ancillary, contractual matters flowing from the Contract.

75.3 The Operator shall actively explore and consider innovations and present such innovations or opportunities for innovation to the City at the relevant Contract Management meetings. Any innovations may subsequently be implemented by agreement between the Parties in writing.

75.4 For purposes of this clause 75, innovation refers to any improvement to the provision of or the ability to provide the Services, whether through the reduction of costs, increase in quality, improvement in service design or otherwise, and shall include:

75.4.1 prudent and appropriate management of capital, maintenance and operating costs;

75.4.2 improvements in service specifications and service delivery;

75.4.3 increased asset service life;

75.4.4 increased operational efficiency;

75.4.5 use of new technology or new or improved techniques; and

75.4.6 use of local suppliers for more efficient pricing.

76. SERVICE NOTICES, PROTOCOLS AND AMENDMENTS

76.1 The City shall be entitled to amend the Schedule, Scheduled Kilometres, Stops and Routes (and the allocation of, any of the aforementioned, Staging Area, or a Service) or to give notice of an Event Service or a Charter Service, or to vary the allocation of Vehicles or re-allocate Vehicles between the Operator and Other Operators from time to time, in terms of clause 76.2 below.

76.1.1 Such amendments shall be subject to the availability of required Vehicles (as determined by the City using its determined Software System or such similar system as determined by the City from time to time) and the remaining provisions of this Agreement in respect of applicable notice periods, though shorter notice periods may be given subject to the agreement of the Operator.

76.2 If the City wishes to amend the items listed in this clause 76.2, it shall do so by delivery of a Service Notice to the Operator, and in which case the following notice periods shall apply to such Service Notice, unless the exigency of the situation requires a shorter notice period:

Amendment or, in the case of Event and Charter service, notice of a Service	Service Notice Period shall not be less than
Routes, Schedule and/or Stops, where no changes to Operating Licences are required	4 (four) Calendar Days
Routes, Schedule and/or Stops where changes to Operating Licences are required	14 (fourteen) Calendar Days or such longer period required by law provided that the Operator need not start operation of the amended Schedule, and/or Stop before the Operating Licence is granted
Allocation of a Staging Area or the re- allocation of a Staging Area to the Operator or Other Operator, as the case may be	35 (thirty-five) Calendar Days, commencing on the 25 th day of a calendar Month provided that in cases of urgency the Service Notice period shall not be less than 3 (three) Calendar Days
Event Services	Notice period in accordance with clause 30, or such lesser period which may be agreed to by the Parties in writing
Charter Services	Notice period in accordance with clause 30, or such lesser period which may be agreed to by the Parties in writing

76.3 Notwithstanding clause 76.2 and specifically excluding Event Services and Charter Services which are dealt with in clause 29:

76.3.1 where amendments due to an emergency or in anticipation of an emergency are required by the City in circumstances where the requisite notice periods cannot be adhered to, the City shall be entitled to issue such instructions as deemed necessary without complying with the provisions of clause 76.2; or

76.3.2 where amendments due to urgent operational requirements are required by the City, the provisions of clause 76.3.1 shall apply, *mutatis mutandis*, save that the City shall

provide at least 24 (twenty-four) hours' notice of such amendment, unless the exigencies of the situation may require otherwise; or

76.3.3 in cases where the urgent operational requirements demand less than 48 (forty-eight) hours' notice, the City shall inform the Operator accordingly, and

the Operator shall be obliged to comply with such notice except in circumstances where it, on reasonable grounds, does not have the relevant Vehicle and a necessary Driver available.

76.4 The City shall be entitled to issue reasonable Protocols or amend previously issued Protocols on 24 (twenty-four) hours' notice to the Operator in the case of urgent matters and on 7 (seven) Calendar Days' notice in respect of all other matters, it being recorded that any Operator may also suggest Protocols to the City from time to time for purposes of best practice.

76.5 Should the City issue a Service Notice or Protocol in terms of this Agreement which has the effect of creating a new obligation not envisaged or contemplated under this Contract or which could not reasonably be expected of a Reasonable and Prudent Operator providing the Services and the implementation of such Service Notice or Protocol results in a material increase or decrease in the Operator's expenses:

76.5.1 the Operator shall be obliged to implement the Service Notice or Protocol, as the case may be, irrespective of the materiality of the expense; and

76.5.2 the Parties shall negotiate with each other in good faith in order to agree an acceptable adjustment to the relevant rate component payable to the Operator as a result of such increase or decrease in its expenses,

provided that, if either Party alleges that the Service Notice or Protocol materially increases or decreases the Operator's expenses, as the case may be, such Party shall be obliged to submit to the other, reasonable proof of such material increase or decrease in the Operator's expenses, as the case may be.

76.6 For purposes of clause 76.5, a "material" increase or decrease in the Operator's expenses, the Operator shall provide documentary evidence and documentation in order for the City to make a determination regarding whether such change has resulted in a material increase or decrease.

- 76.6.1 In the event that the Service Notice contemplated clause 76.5 has, and in the City's consideration on information provided to it from the Operator, resulted in an increase or decrease of the Operator's expenses.
- 76.6.2 In such circumstances both Parties shall agree to the appropriate conditions and terms of any adjustment required in the rates, and any respective adjustments whether these are increases and/or decreases to the Consideration Amount shall be subject to City's Supply Chain Management Policy.
- 76.6.3 If the Parties are unable to reach agreement through negotiations contemplated in clause 76.5.2 within 7 (seven) Calendar Days of request by either Party to commence such negotiations, the matter shall be referred for dispute resolution in accordance with the provisions in clause 85, and in this regard the Party so referring the dispute will bear the costs of such dispute.
- 76.7 If the Parties have agreed to an adjustment in the rates, the City shall adjust the relevant rate to take into account the full amount of such increase or decrease and not only the excess or shortfall as a result of the Service Notice or Protocol issued in accordance with clause 76.5.

PART L - WARRANTIES, UNDERTAKINGS AND INDEMNITIES**77. WARRANTIES AND INDEMNITIES**

- 77.1 The Operator acknowledges that the City has entered into the Contract relying on the strength of the warranties given to the City by the Operator and that the warranties are given with the intention of inducing the City (which has been so induced) to enter into the Contract on the basis that such warranties are and will be correct for the duration of the Contract.
- 77.2 Each of the warranties relates to the applicable position as at the Commencement Date, and the Service Commencement Date (and all periods in between) and is thereafter promissory and relates to the period for the duration of the Contract, unless a Warranty is specifically stated to relate to the position as at a specified date only.
- 77.3 Each Warranty shall be deemed to be material unless the contrary is proved by the Operator. Each Operator Warranty shall be a separate Warranty and in no way limited or restricted by any reference to, or inference from, the terms of any other Warranty or by any other provision in the Contract.
- 77.4 The Operator accordingly warrants and undertakes that:
- 77.4.1 it shall abide by the operating and business principles as contemplated under the NLTA, and pursuant to the provisions and intent of the Contracting Regulations;
- 77.4.2 it has provided all relevant information of the legal, corporate and financial structure of the Operator, and that its business is properly ring-fenced as contemplated under the Contracting Regulations and that its business complies with the requirements thereof under the NLTA and Contracting Regulations;
- 77.4.3 it will as at the Service Commencement Date have all required tools, equipment, furniture, and other basic business materials, and which have been identified in the Operational Specifications, and which are required for the operating of its business and the rendering of Services in terms of the Contract;
- 77.4.4 it is and will materially be in compliance with all Applicable Laws and any relevant bus industry Bargaining Council Agreements such as SARPAC;
- 77.4.5 the entering into of the Contract shall not constitute a breach by the Operator of any other agreement and/or arrangement to which the Operator is a party, and the

Contract has been duly executed by the Operator and is valid and binding on it in accordance with its terms;

- 77.4.6 that any agreements or service level agreements or contractual arrangement associated with the Services and/or the Concession Services that may be concluded by the Operator with its shareholder(s) shall be provided to the City within 5 (five) Business Days of such agreement(s) being concluded;
- 77.4.7 the entering into of the Contract shall not constitute a breach by the Operator of its Memorandum of Incorporation and that all company law regulatory requirements are appropriately accounted for and suitably resolved;
- 77.4.8 the Operator and its shareholders, are not subject to any obligation, non-compliance with which is likely to cause a material breach of the Contract;
- 77.4.9 is not in breach of the provisions relating to Restricted Companies as set out in the Contract;
- 77.4.10 it shall ensure that at the Commencement Date, all insurance premiums in respect of insurance obligations placed on the Operator in terms of the Contract, and which shall include the necessary public liability insurance required, have been timeously paid and none are in arrears; and
- 77.4.11 all information disclosed by or on behalf of the Operator to the City is true, complete, and accurate in all material respects and the Operator is not aware of any material facts or circumstances not disclosed to the City which would, if disclosed, be likely to have an adverse effect on the City's decision (acting reasonably) to award the Contract to the Operator.

78. CITY AND OPERATOR INDEMNITIES

- 78.1 The Operator shall take steps to ensure the safety of property and all persons while they are being conveyed by way of the Services or while they are in, entering or leaving premises under the control of the Operator.
- 78.2 The Operator shall be liable for any loss or damages resulting from damage to property including City property, or the death of or injury to any person which is caused directly or indirectly by an intentional or negligent act or omission of the Operator, its agents, Employees, or sub-contractors.

- 78.3 The Operator indemnifies and agrees to hold the City harmless against all claims, damages, loss, costs, charges, and expenses, howsoever incurred by either of the Parties, or by any third party, in consequence of a failure by the Operator to comply with any law, regulation, rule, guideline, or code that may be applicable to the Operator regarding the Services.
- 78.4 Nothing contained in this clause 78 shall, however, be deemed to render the Operator liable for, or require it to indemnify the City against, any compensation or damages with respect to injuries or damage to persons or property resulting from any negligent act or omission of the City or its agents in respect of any claims, demands, lawsuits, damages, costs, charges and expenses in respect thereof or pertaining thereto and each Party ("Indemnifying Party") hereby indemnifies the other against any claims, demands, lawsuits, damages, costs, charges and expenses incurred by such other Party in consequence of the negligent acts or omissions of the Indemnifying Party's agents or employees.

**PART M – STRIKES, EMERGENCIES, FORCE MAJEURE, NECESSARY
ACTION AND DISPUTE RESOLUTION**

79. ADDRESSES AND NOTICES

- 79.1 The Parties choose for the purposes of this Agreement the following addresses:
- 79.1.1 The City: City Manager, Civic Centre, Hertzog Boulevard, Cape Town, 8001; Fax (021) 400-1332; and
- 79.1.2 The Operator: [to be inserted]
- 79.2 Any legal process to be served on any of the Parties may be served on it at the physical address specified for it in clause 79.1 and it chooses that address as its *domicilium citandi et executandi* for all purposes under this Agreement.
- 79.3 Any notice required by the Contract is to be given in writing shall, if given by email, be regarded as having been given in writing for purposes of the Contract.
- 79.4 A notice to any of the Parties which is sent by registered post in a correctly addressed envelope (and marked expressly for the designated persons pursuant to clause 79.1) to the address specified for it in clause shall be deemed to have been received (unless the contrary is proved) within 14 (fourteen) Calendar Days from the date it was posted, or which is delivered to the Party by hand at the physical address specified for it in clause 79.1, shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 79.5 Any notice by email to a Party at the email addresses of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within 20 minutes of transmission, if transmitted at any time during which the Services are ordinarily rendered and if transmitted outside such time, within 10 minutes of recommencement of the rendering of the Services.
- 79.6 Notwithstanding anything to the contrary in this clause 79.6, a written notice or other communication actually received by any of the Parties (and for which written receipt has been obtained) shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

79.7 Any Party may by written notice to the other Parties change its physical or postal address, email address or mobile number for the purposes of this clause 79.7 to any other physical or postal address, email address or mobile number provided that the change shall become effective on the 7th (seventh) Calendar Day after the receipt of the notice.

80. THE DECLINING DAILY RATE APPLICABLE TO THE CONSIDERATION AMOUNT

80.1 The Declining Daily Rate, as provided for in this clause 80, shall apply *mutatis mutandis* to the Consideration Amount as further provided for in clause 81 and clause 82.

80.2 The application of the Declining Daily Rate shall be applied to the Consideration Amount or portion thereof that is payable and relating to those specific Services (or parts thereof), constituting the “**Affected Services**”, that are not operated during the period of and for the specific occurrence of either the Event of Force Majeure or the Industry Action as provided for in clause 86 which determination of impact on the Services shall be made by the City in its sole discretion.

80.3 For the Services actually operated (“**the Unaffected Services**”), the Operator shall be paid for the actual Services operated in accordance with the Contract and shall comply with the requirements and conditions set out in clause 9 of the Agreement. During such period, the Vehicle Kilometre-related Costs, the Regulator Costs and the Driver Costs shall be paid in full to the Operator for the Services delivered, and which shall be supported by the necessary information and documentation provided by the Operator to the City in full compliance with the requirements and conditions set out in clause 9 of the Agreement.

Rate for the Unaffected Services

80.4 During the period of an Event of Force Majeure or Industry Action, in relation to Unaffected Services or portions thereof only, the Operator shall be paid the Consideration Amount subject to the conditions of this Agreement, and subject to clause 9 of the Agreement, and whereby the following parameters shall apply to the Consideration Amount:

80.4.1 For purposes of determining the daily Fixed Costs, this shall have the value by taking the Monthly Fixed Costs and dividing that by 30.4 [providing the daily rate];

80.4.2 Fixed Costs: Monthly (or the Daily equivalent) Fixed Costs x (*multiplied by*) the kilometres actually operated / (*divided by*) the required kilometres as provided for in the Schedule;

- 80.4.3 Vehicle Fixed costs: the monthly cost (or the Daily equivalent) for Peak Vehicles deployed on each day including allowance for spare Vehicles capacity associated with the Peak Vehicle requirement (which shall be determined by the City in its sole discretion from time to time, and shall be used to calculate this cost);
- 80.4.4 Driver Costs: Contract rate for Drivers actually working, including those Drivers who are on authorised annual leave, which authorisation must have taken place before the specific event, and which Drivers are deployed by the Operator to deliver the Services actually operated (which the City shall have the full right to assess and require the Operator to provide all information (and any supplementary information that may be required by the City) and documentation supporting the actual number of drivers that worked and operated Services during the period); and
- 80.4.5 Vehicle Kilometre-related Costs: The cost rate for the Vehicle class authorised by the City to be in use and actually deployed during the period and actually used to render the Services (and which the City may determine by requiring the Operator to provide all information and documentation which shall accompany the invoice in order for the City to verify same).

Declining Daily Rate for the Affected Services

- 80.5 During the period of an Event of Force Majeure or Industry Action, the Declining Daily Rate in relation to Affected Services or portions thereof only, shall be applied against the Consideration Amount, and subject to clause 9 of the Agreement, and whereby the following parameters shall apply to the Consideration Amount (noting that this clause 80.5 is applied for all the Affected Services or portion thereof):
- 80.5.1 For purposes of determining the daily Fixed Costs, this shall have the value by taking the Monthly Fixed Costs and dividing that by 30.4 [wherein the City where necessary may calculate the monthly amounts into daily rates];
- 80.5.2 Fixed Costs: The Declining Daily Rate x (*multiplied by*) Monthly Fixed Costs [wherein the City shall calculate the monthly amounts into daily rates] x (*multiplied by*) (the required kilometres - (*less/deduct*) the kilometres actually operated) / (*divided by*) the required kilometres (wherein the required kilometres are deducted from the required kilometres actually operated would be a factual determination);
- 80.5.3 Vehicle Fixed costs: The Declining Daily Rate x (multiplied by) the monthly cost (or the Daily equivalent) for all contract Vehicles other than Peak Vehicles (which shall

be determined by the City in its sole discretion from time to time, and shall be used to calculate this cost) deployed on each day plus the allowance for spare vehicles associated with that peak usage, excluding those laid up for more than 14 (fourteen) Calendar Days due to a lay-up or any other reason;

80.5.4 Driver Costs: The City shall have the full right to assess and require the Operator to provide all information (and any supplementary information that may be required by the City) and documentation relating to any drivers); and

80.5.4.1 For purposes of applying the Daily Declining Rate to the Driver Costs and as read with clause 80.5.4, in circumstances where there is an Event of Force Majeure, all drivers not required for the Services shall be paid in accordance by applying the Daily Declining Rate to the respective Driver Costs for the specific period.

80.5.4.2 In circumstances of Industrial Action, as provided for in clause 81, the Daily Declining Rate shall not apply.

80.5.4.3 No payment will be made in respect of Driver Costs for those respective Drivers not working or not available to work for the specific period of such Industrial Action (including those Drivers who are on authorised annual leave at the time of the Industrial Action).

80.5.4.4 In an Industrial Action, the Operator must ensure the deployment of Drivers are maximised and for those Drivers deployed shall be paid for in full and in accordance with the Agreement.

80.5.5 Vehicle Kilometre-related Costs: No payment for Services or portion thereof not delivered.

80.6 For purposes of applying the Daily Declining Rate for Events Force Majeure and using the contractual 60 (sixty) Calendar Day termination period, pursuant to clause 82.7 of the Agreement, the Daily Declining Rate shall be determined and applied against the Consideration Amount as provided in the scenario provided for in this clause 80.6.

80.7 For Industrial Action, the Declining Daily Rate will use a 30 (thirty) Calendar Day period.

80.8 The application of the Daily Declining Rate shall be applied on a daily basis against the Consideration Amount using the day number since commencement of the Event of Force

Majeure or the Industry Action event, which has an impact adversely on the ordinary operation of the Services:

- a) For event day number < Permissible Max Days
- b) Where: Permissible Max Days = 60 Calendar Days for Force Majeure
- c) Permissible Max Days = 30 Calendar Days for Industrial Action:
- d) $\text{Payment} = \frac{\text{Affected cost} * (\text{Permissible Max Days} - \text{event day number})}{\text{Permissible Max Days}}$
- e) For event day > Permissible Max Days:
- f) Payment = 0

80.8.1 The City shall in its sole discretion prepare and update the pro forma Invoice, in accordance with the structure provide for in **Annexure A** to the Agreement, in order to outline properly how the treatment of Industrial Action, Events of Force Majeure and the application of the Declining Daily Rate shall be applied against the Consideration Amount.

80.8.2 The City may provide any additional direction to the Operator in this regard by way of a Service Notice or a Protocol from time to time in order to give effect to the application of clause 80 during the currency of the Agreement.

81. SCHEDULED PUBLIC TRANSPORT INDUSTRY ACTION (SPECIFIC INDUSTRY ACTION)

81.1 For purposes of this clause 81, "Industry Action" are limited only to those lockouts, blockades, strikes, or other general labour disputes within the scheduled public transport sector in South Africa, which results in an Operator being unable to render the Services or part thereof. All other Industry Action that are not within the public transport sector i.e. scheduled bus services in South Africa shall be excluded from the application of this clause.

81.2 For purposes of Industrial Action as provided for in this clause 81.1, the Operator shall have an obligation to provide all detailed records of its Employees' work attendance to the City, and such records must be retained and submitted for verification purposes by the

City, and which information and documentation must be submitted to City for all instances of Industrial Action during the subsistence of this Agreement.

- 81.2.1 The City shall be entitled to request any supplementary information and/or documentation in order to assess the impact of any industrial action on the Services, and which information will be used by the City in order to make any necessary adjustments to the Consideration Amount for the specific period in which industrial action took place.
- 81.2.2 The City in reviewing the information and/or documentation may consider in its sole discretion whether an audit should be conducted in respect thereof and if so, whether an independent service provider(s) should be appointed to conduct such audit.
- 81.2.3 In circumstances that an audit has been initiated by the City, the Operator shall do all things necessary to support the audit, and this will include making all necessary information and/or documentation available. The Operator shall avail any senior and relevant Employees, as required by the City and/or its service provider(s) to ensure that the audit can be conducted expeditiously.

General Public Transport Industry Action

- 81.3 In circumstances where Industrial Action has been declared by a national organisation representing public transport operators and where such labour dispute or issue has been declared as a dispute with the SARPBAC, the Operator shall immediately notify the City of such anticipated industrial action and/or any possible dispute that may be lodged by the trade union or representative organisation with SARPBAC. Additionally, Industrial Action that impacts the fuelling industry and results in a fuel shortage as well as Industrial Action impacting the availability of parts or components for Vehicles and thereby impacting maintenance and servicing Vehicles, and which has an impact on the rendering of the Services under this Contract, and for purposes of this clause shall also constitute Industrial Action. Collectively as provided for in clause 81.3, such Industry Action for purposes of this clause shall be referred to as “national industry action”.
- 81.3.1 The Operator shall have a duty to continue to provide the City with any necessary information regarding any broader or national industry action in accordance with clause 81.3, and pursuant to their obligations under the Contract, and shall be obligated to provide any information that may be reasonably requested from the City from time to time.

- 81.3.2 After receiving such initial notice from the Operator pursuant to clause 81.3, the City's Authorised Representative shall communicate with the Operator in order to consider the specific impact that the national industry action will have on the Services, and the possible reduction of services that may be available for the duration of the national industry action.
- 81.3.3 At all times during such Industrial Action, the Operator shall take all reasonable steps and actions to safeguard and preserve the MyCiTi assets, infrastructure and also to take actions that would preserve the ability to resume Services.
- 81.4 In circumstances that the Operator (and its Employees) are participating in national industry action, which has impact or affects the Services (as required by the City pursuant to the Contract and outlined in the Schedule, and as amended from time to time by the City) or any part of such services, the adjustments to the contractual payment rates shall apply for the period in which the national industry strike impacts the Services or part thereof.
- 81.4.1 The reduction to the Consideration Amount payable to the Operator shall be applied per day of the national industry strike's impact on Services or part thereof and which shall be determined by the City in accordance with conditions set out in clause 80 of the Agreement (and the application of the Declining Daily Rate thereto).
- 81.4.2 The City in its sole discretion may determine that certain penalties, as determined by the City from time to time from the Service Levels and Penalties Schedule, related to the Services may be suspended to coincide with the period of the specific national industry action, and which suspension will be communicated to the Operator by way of a written notice.
- 81.4.3 In circumstances that the City requires the Operator to take additional measures in order to safeguard assets and infrastructure, the Operator shall do all things reasonably required of a Reasonable and Prudent Operator to give effect to the City's instruction to safeguard the MyCiTi assets and infrastructure. Any costs incurred for any measures imposed shall be borne solely by the Operator.
- 81.4.4 Such national industry action does not constitute a force majeure for purposes of the Contract.

Operator-specific Industrial Action

- 81.5 For purposes of this clause, and for any Industrial Action within the Operator's own business, and under those circumstances, the Operator shall be required to provide the City with specific details regarding the Industrial Action, and to provide an assessment on the impact that this industrial action within its own business may cause to the Services. At all times during an Industrial Action within the Operator's business, the Operator shall take all reasonable steps and actions to ensure that the scheduled Services are rendered in a professional and acceptable manner as determined by the City.
- 81.6 Such Industrial Action does not constitute an Event of Force Majeure for purposes of the Contract. In circumstances that the industrial action within the Operator's business has an impact or affects the Services (as required by the City pursuant to the Contract and outlined in the Schedule, and as amended from time to time by the City) or any part of such services, adjustments to the contractual payment rates shall apply for the period in which the industrial action impacts the Services or part thereof.
- 81.7 There shall be no payment of the Consideration Amount for the first 5 (five) Calendar Days of the specific Industrial Action in respect of the proportion of the Services impacted and affected by the Operator's Industrial Action.
- 81.7.1 Thereafter, from day six of the Industrial Action, the reduction to the Consideration Amount payable to the Operator shall be applied per day of the specific Industrial Action's impact on Services or part thereof and which shall be determined by the City in accordance with conditions set out in clause 80 of the Agreement (and the application of the Declining Daily Rate thereto, and which would reduce or adjust the Consideration Amount proportionate to the impact of the industrial action on the Services).
- 81.7.2 The Declining Daily Rate application to the event of an Operator's Industrial Action as provided for in clause 80.8 shall thereafter apply whereby the Declining Daily Rate shall be applied for a maximum period of 30 (thirty) Calendar Days (which period includes the five-day period provided for in clause 81.7) being used, where payment in accordance with the Consideration Amount and applying the Declining Daily Rate thereto shall be applied from day 6 of the Operator's Industrial Action.
- 81.7.3 The City in its sole discretion during the currency of this Contract shall provide the Operator with a Protocol outlining how the application of the Declining Daily Rate for

such circumstances shall be applied, and how this will impact and reduce the Consideration Amount for such specific events.

- 81.8 The City in its sole discretion may determine that certain penalties, as determined by the City from time to time from the Service Levels and Penalties Schedule, related to the Services may be suspended to coincide with the period of the industrial action, and which suspension will be communicated to the Operator by way of a Service Notice.
- 81.9 In circumstances that the City requires the Operator to take additional measures in order to safeguard MyCiTi assets and infrastructure, the Operator shall do all things, reasonably required of a Reasonable and Prudent Operator to give effect to the City's instruction to safeguard the MyCiTi assets and infrastructure. Any costs incurred for any measures imposed shall be borne solely by the Operator. .
- 81.10 All payments to the Operator shall *mutatis mutandis* be subject to the terms and conditions in clause 9 of the Agreement, which shall apply *mutatis mutandis* to any payment to the Operator pursuant to this clause 81, and overarching principle that the City shall be entitled to request any supplementary information and/or documentation required by it in order to consider any possible payments to the Operator, and subject to the City's Supply Chain Management Policy and any requirements pursuant to the Applicable Law.

82. FORCE MAJEURE

- 82.1 For purposes of this clause 82, if either Party is prevented, in whole or in part, from discharging its obligations pursuant to the Contract due to the occurrence of an Event of Force Majeure, such Party shall notify the other Party in writing (the "Force Majeure Notice"), forthwith after becoming aware of the Event of Force Majeure. The Force Majeure Notice shall identify:
- 82.1.1 the nature and commencement of the Event of Force Majeure in question, particulars of the occurrence thereof, and, to the extent known or then ascertainable, any relevant circumstances giving rise thereto;
- 82.1.2 the obligations which are affected and the extent to which the relevant Party cannot perform those obligations;
- 82.1.3 the relevant Party's bona fide estimate of the expected duration of the cessation/suspension of the Services due to the Event of Force Majeure and the projected date for the resumption thereof; and

- 82.1.4 any measures proposed to be adopted to remedy or minimise the effects of, and costs arising from, the Event of Force Majeure.
- 82.2 The Party prevented from discharging its obligations as a result of an Event of Force Majeure shall:
- 82.2.1 use its best endeavours to remedy or minimise the effects of the Event of Force Majeure on its ability to perform, to the extent reasonably practicable, and shall keep the other Party informed about its progress in this regard; and
- 82.2.2 take all reasonable and necessary steps available to it, to mitigate any loss suffered by the Parties because of that Party's failure to discharge its obligations in terms of the Contract. In this regard, the Operator acknowledges that, for the duration of the Contract, it shall be responsible for taking such proactive measures as may be consistent with the conduct of a Reasonable and Prudent Operator (or as reasonably directed by the City from time to time), to safeguard City Assets, and in particular, to ensure that all Vehicles are preserved and maintained in a manner that will allow their immediate return to operation as soon as the Event of Force Majeure ceases.
- 82.3 Without detracting from the obligations in clause 82.2.1, where the Force Majeure Notice is given by the Operator, the City may issue a Service Notice to the Operator describing the Services it accepts as having been affected by an Event of Force Majeure. If the City, acting reasonably, is of the opinion that, notwithstanding the Event of Force Majeure, circumstances nonetheless permit the Operator to undertake a portion of the Services (the "Unaffected Services") for the period during which the Event of Force Majeure subsists, the City may, in the same Service Notice, instruct the Operator to undertake the Unaffected Services, in which case the Operator shall be obliged to do so.
- 82.4 During the period of suspension of the Services or any part thereof due to an Event of Force Majeure, the Operator shall not be entitled to claim any payment from the City other than those costs as provided for in clause 80 of the Contract and the conditions thereof, and whereby the Declining Daily Rate shall provide the basis for any necessary adjustments to the Consideration Amount that will be applicable during the period of the Event of Force Majeure.
- 82.5 All consideration of any payments to the Operator shall be subject to the terms and conditions in clause 9 of the Agreement, which shall apply mutatis mutandis to any payment to the Operator pursuant to this clause 82, and overarching principle that the City shall be entitled to request any supplementary information and/or documentation required

by it in order to consider any possible payments to the Operator, and subject to the City's Supply Chain Management Policy and any requirements pursuant to the Applicable Law.

- 82.6 Upon the happening of an Event of Force Majeure, the Parties shall meet as soon as reasonably possible after the giving of the Force Majeure Notice to discuss the impact of the Event of Force Majeure on the Services and explore potential solutions to mitigate its effects.
- 82.7 If an Event of Force Majeure continues for more than 60 (sixty) Calendar Days, thereby preventing either Party from substantially performing its obligations in terms of the Contract, and in the event that the Parties fail to reach agreement on a mutually satisfactory solution for addressing the impact of the Event of Force Majeure on the Services during their consultations, either Party may terminate the Contract with immediate effect by written Notice to the other Party.
- 82.8 Neither Party shall have any liability to the other in respect of any breach of its obligations in terms of the Contract or the termination of the Contract resulting from an Event of Force Majeure.

83. **NECESSARY ACTION**

- 83.1 If the Operator commits a material breach of the Contract to such an extent that the City is compelled to step-in in order to ensure that the Services or any part thereof are continued seamlessly or if the City reasonably believes that the Operator is or will be unable to provide the Services or any part thereof in the manner contemplated in the Contract, the City shall be entitled to give the Operator no less than 48 (forty-eight) hours written notice to take remedial action reasonably acceptable to the City ("the Remedial Notice") before taking any necessary action as contemplated in clauses 83.3.1 to 83.3.3 ("Necessary Action").
- 83.2 The Remedial Notice shall set out:
- 83.2.1 details of the material breach or reasons for the City's belief (and shall refer to previous relevant notifications, if any) that the Operator is or will be unable to provide the Services or any part thereof;
- 83.2.2 the action the City intends taking including the duration of the contemplated Necessary Action (provided that the City shall be entitled to extend, by written notice to the Operator, the duration having regard to prevailing circumstances); and

- 83.2.3 the date upon which the City intends to commence the Necessary Action if the Operator fails to take remedial action.
- 83.3 Pursuant to receipt by the Operator of the Remedial Notice, if the Operator fails to take such remedial action within the period specified in the Remedial Notice, the City shall be entitled to proceed to take the following Necessary Action:
- 83.3.1 to suspend the Services *vis-a-vis* the Operator and to offer the re-allocation of the Services to the Other Operators in such proportions, on such terms and for the period specified in the Remedial Notice as the City may deem appropriate having regard to economies of scale, functionality, and cost effectiveness of such Other Operators; and
- 83.3.2 if the City is unable to reach an agreement with the Other Operator/s in relation to the re-allocation of Services, to facilitate the provision of such Services or part thereof from any third party; and/or
- 83.3.3 to take such other action as it may deem necessary and appropriate in the circumstances in order to ensure the continuity of the Services or as may be required of the City by any Applicable Law.
- 83.4 If, pursuant to the provisions of clauses 83.10 to 83.12 (both inclusive), the Operator is not re-vested with its rights within the time period contemplated in clause 84.1.22 the City shall be entitled to terminate the Contract.
- 83.5 The Operator hereby irrevocably agrees that the City, in taking the Necessary Action, shall be entitled to take possession of the Vehicles and the Operator undertakes to co-operate and do all things necessary to transfer possession of the Vehicles to any Other Operator (or any third party) appointed by the City and to do all such things as may be necessary to ensure the seamless operation of the Services or any part thereof. The provisions of clause 19 (and as read with **Appendix B** of the Operational Specifications) shall apply, *mutatis mutandis*, to such retaking of possession.
- 83.6 The Operator shall be entitled, within a reasonable period prior to the expiry of the time period specified in the Remedial Notice, to present a written proposal to the City ("Remedial Proposal"), in which it sets out:
- 83.6.1 the steps it will take to be in a position to remedy all matters set out in the Remedial Notice;

- 83.6.2 the time period in which it will take such steps; and
- 83.6.3 any other factors which will satisfy the City that it will resume the rendering of the Services in accordance with its obligations in terms of the Contract.
- 83.7 If the City is satisfied that the provisions of the Remedial Proposal will adequately address the matters set out in the Remedial Notice, it shall by way of written notice re-vest the Operator with all its rights under the Contract, subject to such conditions as the City may reasonably impose.
- 83.8 If the Operator does not provide a Remedial Notice within the period contemplated in clause 83.6, or the City is not satisfied that the provisions of the Remedial Proposal will adequately address the matters set out in the Remedial Notice, it shall be entitled to continue with the Necessary Action.
- 83.9 If the City takes the Necessary Action, then without prejudice to any of the City's remaining remedies pursuant to clause 85, for so long as and to the extent that such Necessary Action is taken and prevents the Operator from performing any of its obligations under the Contract:
- 83.9.1 the Operator shall be relieved from such obligations for the duration of the period in which the City is taking the Necessary Action; and
- 83.9.2 without prejudice to the City's rights to claim damages, the Monthly Consideration due and payable by the City to the Operator shall equal the amount the Operator would have received if it were performing the obligations affected by the Necessary Action in full over such period, less:
- 83.9.2.1 any outstanding Penalties previously imposed, but not yet deducted as calculated in accordance with the provisions of the Contract; and
- 83.9.2.2 an amount equal to the City's costs incurred pursuant to taking such Necessary Action.
- 83.10 If the Operator disputes the City's decision to take the Necessary Action, it may within a period of 3 (three) Business Days of receipt by it of the Remedial Notice, refer such dispute directly to arbitration in terms of clause 85.5.

83.11 The Parties agree that in that event, they shall seek to have the arbitration conducted on an expedited basis as far as is reasonably possible with a view to try and resolve the dispute within 14 (fourteen) Calendar Days of the arbitrator's appointment. The City shall however, pending determination or resolution by the arbitrator, be entitled to take the Necessary Action, provided that if the City takes the Necessary Action and the dispute is determined in favour of the Operator, the City shall be obliged to restore the status *quo ante* and re-vest the Services with the Operator in either case without prejudice to either Party's rights under the Contract or in law, and if applicable, pay the amount determined by the arbitrator including its rights to claim damages. In making its determination, the arbitrator shall:

83.11.1 investigate the dispute (including any dispute as to the damages due to the Operator) or matter in such manner as he in his sole discretion considers appropriate;

83.11.2 call on the Parties to make representations in regard thereto;

83.11.3 be entitled to consult with the Parties (or either of them);

83.11.4 be entitled to take any advice from any third party;

83.11.5 direct how his costs and charges are to be borne.

83.12 To the extent that the arbitrator determines that the City was entitled to take the Necessary Action; in considering an award for damages, he shall have regard to the cost and expenses incurred by the City in having to appoint a replacement operator at short notice.

84. BREACH AND TERMINATION

84.1 If:

84.1.1 the Operator commits a material breach of the Contract (other than a breach of payment obligations or in circumstances where the provisions of clause 83 are specifically invoked due to material breach) and fails to remedy the breach within 10 (ten) Business Days after receipt from the City of written notice calling upon it to do so;

- 84.1.2 the Operator commits a breach of any payment obligation in terms of the Contract and fails to make payment within 5 (five) Business Days after receipt from the City of notice calling upon it to do so;
- 84.1.3 the Operator fails to provide the Performance Guarantee as contemplated under clause 7;
- 84.1.4 poor governance and/or unethical behaviour relating to the Operator;
- 84.1.5 there is adverse assurance (e.g. due diligence) report outcomes relating to the Operator that may be prepared and issued from time to time;
- 84.1.6 the Operator's tax compliance with the South African Revenue Services shifts from compliance status to non-compliance;
- 84.1.7 the Operator at any time, is Financially Distressed or fails to provide the written notice contemplated in clause 60.1 or having provided the written notice contemplated in clause 60.1.1, the City and the Operator (as the case may be) are unable to agree within the time period referred to in clause 60.1, and that no action be taken to place the Operator under Business Rescue;
- 84.1.8 the Operator commits or attempts to commit an act of insolvency (as defined in the Insolvency Act No. 24 of 1936);
- 84.1.9 the Operator makes a compromise with its creditors or an assignment in favour of its creditors;
- 84.1.10 the Operator agrees to carry out the Contract under the supervision of a committee representing its creditors;
- 84.1.11 the Operator goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction to which the City has given its prior written consent, and which consent shall not be reasonably withheld or delayed);
- 84.1.12 the Operator sells, transfers, or otherwise disposes of all or the greater part of its assets or business, without the prior written consent of the City, and which consent shall not be reasonably withheld or delayed;

- 84.1.13 the Operator has judgment of a material nature taken against it, likely to affect the Operator's status as a going concern and fails to satisfy or apply to have same set aside within 7 (seven) Calendar Days of becoming aware thereof;
- 84.1.14 the Operator delegates, cedes or sub-contracts the Contract or part thereof in contravention of the provisions hereof without having obtained the City's prior written consent, and which consent shall not be reasonably withheld or delayed;
- 84.1.15 the Operator due to its own fault, fails to obtain any of the necessary Operating Licences to be used in the rendering of the Services or has such necessary Operating Licences withdrawn, cancelled, suspended, or revoked;
- 84.1.16 the Operator offers, promises, or gives a bribe or other gift or remuneration to any officer or employee in the service of the City in connection with the obtaining or execution of the Contract;
- 84.1.17 the Operator acts or attempts to act in a fraudulent manner in obtaining or executing a contract with any government department, provincial administration, municipality, public body, company, or person;
- 84.1.18 the Operator enters into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from formally responding to the City's calls for proposals or the entering into of any negotiations with the City in relation to the Contract;
- 84.1.19 the Operator abandons or otherwise repudiates any of its obligations in terms of the Contract;
- 84.1.20 the Operator consistently fails to observe any provision of the Contract (despite being given notice in relation thereto), whether or not Penalties have been imposed, with the result that the Services may be regarded by the City as being materially defective;
- 84.1.21 as a result of any demerit points system imposed on the Operator or any of its Drivers in terms of or pursuant to the Administrative Adjudication of Road Traffic Offences Act, Act 46 of 1998, directly or vicariously causes the whole or the majority of the Vehicles utilised in terms of the Contract to become immobilized for any period of time;

84.1.22 the Operator is not re-vested with all its rights under the Contract within a period of 30 (thirty) Calendar Days following the taking by the City of any Necessary Action in terms of clause 83 or such longer period as the City may determine in writing having implemented the provisions of clause 83.7, if applicable,

then the City shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of the Contract, to enforce specific performance of the terms of the Contract; or to cancel the Contract forthwith on notice to the Operator and in either event, to recover such damages as it may have sustained.

84.2 If the City:

84.2.1 commits a material breach of the Contract (other than a breach of payment obligations) and fails to remedy the breach within 10 (ten) Business Days after receipt from the Operator calling upon it to do so;

84.2.2 commits a breach of any payment obligation in terms of the Contract and fails to make payment within 15 (fifteen) Business Days after receipt from the Operator of notice calling upon it to do so,

then the Operator shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of the Contract, to enforce specific performance of the terms of the Contract; or to cancel the Contract forthwith on notice to the City and in either event, to recover such direct damages as it may have sustained.

84.3 In the event of termination of the Contract:

84.3.1 the City shall be entitled to immediately take possession of all Vehicles, and the Operator shall be required to surrender its Operating Licences and do all things necessary to transfer possession and ownership of the Vehicles to the City or such Other Operator, as the City may direct;

84.3.2 the City may immediately appoint auditors to check and verify all relevant books, records and other data of the Operator and the Operator shall give full cooperation in that regard and make all such information available to the City on request.

85. DISPUTE RESOLUTION

85.1 DISPUTES

85.1.1 This clause 85.1 is a separate clause, divisible from the other clauses of this Agreement and shall:

85.1.1.1 not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, absence of consensus, lack of authority or other cause relating in substance to the rest of the Contract and not to this clause 85.1;

85.1.1.2 remain in effect even if the Contract terminates or is cancelled.

85.1.2 Save as may be expressly provided for otherwise in this Agreement, any dispute between the Parties arising in connection with the Contract or its subject matter shall be resolved in accordance with the provisions of this clause 85.1.

85.1.3 For the purposes of this clause 85.1, the term "**dispute**" shall be interpreted in its widest sense and shall include, without limitation, any dispute concerning:

85.1.3.1 the conclusion or existence of the Contract (apart from this clause);

85.1.3.2 the interpretation or application of the provisions of the Contract ;

85.1.3.3 the Parties' respective rights and obligations under the Contract;

85.1.3.4 the breach or any matter arising out of the breach of the Contract;

85.1.3.5 that may materially affect the MyCiTi System or the MyCiTi stability as determined by the City,

85.1.3.6 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of the Contract.

85.1.4 The Parties are not obliged to resolve matters first by negotiation, then by mediation and finally by arbitration and the Parties have an election around the appropriate dispute resolution process required for specific disputes. However, where negotiation and/or mediation is possible as a precursor to arbitration, the Parties undertake to do so in good faith.

85.2 **GOOD FAITH**

85.2.1 The Parties, through their respective Authorised Representatives, will use their best endeavours to resolve any dispute arising in terms of the Contract in good faith.

85.3 **RESOLUTION BY NEGOTIATION BETWEEN THE PARTIES' AUTHORISED REPRESENTATIVES**

85.3.1 Save as may be expressly contemplated otherwise in this Agreement, any dispute arising in relation to the Contract may be referred by any one of the Parties' Authorised Representatives, who shall use the best and all reasonable endeavours to meet within 10 (ten) Calendar Days of the dispute being so referred to them to attempt to resolve the matter within 15 (fifteen) Calendar Days of their meeting.

85.3.2 To the extent that a dispute has been referred for resolution in terms of this clause 85.3, the party referring such dispute shall, in sufficient particularity, set out in writing, the nature of the dispute and any prior steps taken to resolve such dispute, if applicable.

85.3.3 Where the dispute is resolved by the aforementioned senior executives, such resolution and the reasons therefore shall be minuted accordingly and copies of such minutes circulated to the relevant Authorised Representative and the Operations Coordinator.

85.3.4 If no resolution can be achieved within that period, the dispute may be referred to mediation or arbitration as provided for further below.

85.4 **MEDIATION**

85.4.1 If a dispute cannot be resolved by mutual consultation between the Parties as contemplated in clause 85.3 (or in circumstances where the City has directly referred the matter to mediation), either Party shall be entitled, on written notice to the other, to refer a dispute for mediation by an independent and impartial third party, to be administered on such terms as may be agreed between the Parties, and where such costs for mediation shall be subject to the City's applicable policies and procurement policy processes that may need to be undertaken prior to the commencement of the mediation. Costs for such mediation shall be equally shared between the Parties).

85.4.2 If the dispute is settled during the mediation, the Parties shall endeavour to conclude a written settlement agreement, subject to the City's applicable policies.

85.5 **ARBITRATION**

85.5.1 Either Party ("Referring Party") shall be entitled to refer a dispute to arbitration in terms of this clause 85 by notifying the other Party in writing of its intention to do so ("Arbitration Notice").

85.5.2 Any arbitration conducted shall be decided pursuant to the Rules of the Arbitration Foundation of Southern Africa ("AFSA") from time to time in force. For purposes of this Agreement, the Parties agree that they shall abide by the AFSA Expedited Rules for matters or disputes in the value of under R10 million (ten million Rand), and for all disputes exceeding such monetary value shall be conducted in accordance with the AFSA rules for commercial matters, being the AFSA Commercial Rules (as may be amended from time to time). Those AFSA rules (as may be amended from time to time) are deemed to be incorporated by reference into this Arbitration Clause insofar as they do not conflict with its express provisions.

85.5.3 The proceedings shall take place in Cape Town, South Africa, before one (1) arbitrator and shall be conducted in the English language. Any monetary award shall be made in Rands. Nothing shall preclude the Parties from agreeing to a panel of three (3) where the quantum or complexity of the matter warrants a larger panel.

85.5.4 None of the Parties may appeal to any court on a question of law arising out of an award made in the arbitration. The Parties irrevocably waive any rights of appeal they might otherwise have had. The Parties must thus consider carefully whether any dispute(s) warrants an arbitration before a larger panel, as any decision will be final.

85.5.5 The award shall be final and binding on the Parties or anyone claiming through or under them and judgment rendered on the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order court.

85.6 **APPLICATION FOR RELIEF**

85.6.1 Nothing contained in this clause 85 shall prohibit a Party from approaching any court of competent jurisdiction for any appropriate relief and/or urgent interim relief in terms of the Rules that govern such court proceedings

85.7 **PENDING DISPUTES**

Pending the resolution of a dispute in terms of this clause 85, unless determined otherwise by the City and/or a court, the Operator shall continue to provide the Services in accordance with the Contract and without delay or disruption.

PART N - MISCELLANEOUS MATTERS**86. PUBLIC LIABILITY AND ASSOCIATED INSURANCE**

86.1 Subject to the requirements outlined in **Appendix H** of the Operational Specifications, the City shall effect and maintain passenger and public liability insurance and SASRIA cover in relation to the operation of the Vehicles which it considers adequate.

86.1.1 Such insurance shall, amongst others, provide cover in respect of loss or damage suffered by reason of damage to property or death of or injury to any person resulting from any negligent act or omission by the City, the Operator or their agents or Employees in connection with the operation of the Vehicles in the provision of the Services.

86.1.2 The Operator shall be a co-insured party under such insurance and the City shall be liable for and pay all premiums in respect of such insurance.

86.2 Subject to the requirements outlined in **Appendix H** of the Operational Specifications, the Operator shall take out public liability cover for risks relating to operation of the other Services, including, but not limited to, vehicles owned by the Operator, the Depot and Staging Areas, for such amount and on such terms and conditions as are reasonably approved by the City.

86.2.1 The City shall be a co-insured under any such policy.

86.2.2 The Operator shall be liable and pay for the necessary premiums in respect of such insurance.

86.3 The Operator shall be liable for any claims for passenger liability or public liability which are repudiated by the City's insurer/s due to any act or omission of the Operator, its directors, agents or Employees in providing the Services.

PART O - GENERAL MATTERS

87. PERIODIC REVIEW OF AGREEMENT

87.1 Notwithstanding the provisions of clause 26, the City may initiate periodic reviews of the Contract and in particular the impact of such review necessitating an adjustment of the Schedule Plan from time to time, and which may occur on the first annual anniversary of the Service Commencement Date. The City shall provide written notice of such review being undertaken and initiated by the City to the Operator at least 20 (twenty) Business Days from the first annual anniversary of the Service Commencement Date, and thereafter on the determined date that the City may determine for the duration of the Contract.

87.2 Having regard to the City's obligations to comply with Applicable Law when concluding long-term contracts of this nature, and in order to provide a mechanism for the continuous assessment of:

87.2.1 the City's operational, technical, financial or contract management systems;

87.2.2 circumstances or opportunities which may lead to an improvement in the Operator's performance in rendering the Services, to the benefit of all stakeholders (including passengers utilising the Services);

87.2.3 the ongoing contractual relationship between the Parties, which may allow for, amongst other things, an improvement in conflict resolution and the sharing of information between the Parties;

g) the Parties agree that the City will be entitled to review the provisions of the Contract every year (from the Commencement Date), and for the duration of the Agreement, and which review shall be initiated by the City in its sole discretion.

87.3 At all times, the Operator shall use its best endeavours to collaborate and co-operate with the City, (to the extent required), during the Contract Review process, and to support the City's objective to ensure continuous improvements in the way its functions are exercised, having regard to a combination of seeking best value for money, efficiency and effectiveness.

87.4 The City may propose amendments to the Contract pursuant to such review, including but not limited to, amendments necessary to cater to passenger demand or to comply with any directive, instructions or guidance issued by the National Department of Transport,

National or Provincial Treasury or any Applicable Law and any amendment so proposed shall be given due and proper consideration by the Parties acting in good faith, in order to reach agreement thereon.

87.4.1 If the Parties are unable to reach agreement within a reasonable time after an amendment has been proposed by the City and where such amendment does not have a direct and proven, material financial impact on the Operator (having regard to the size of the Operator operations), it shall be deemed to have been accepted by the Parties and shall take effect as proposed and directed by the City.

87.4.2 Where the Operator can prove that a proposed amendment by the City is likely to have a direct, material financial impact on the Operator, the Parties must negotiate with each other in good faith in order to reach agreement on any required adjustments to the Consideration Amount or any relevant component thereof.

87.5 If the Parties fail to reach agreement on the proposed amendment within a reasonable time after, having commenced negotiations (or after either Party, acting in good faith, has attempted to initiate negotiations unsuccessfully), regarding such amendment, either Party shall, be entitled refer such matter directly to arbitration in terms of clause 85.5.

87.6 In circumstances where the periodic review by the City as contemplated under this clause, and the City proposes amendments that may impact the Consideration Amount, the Parties shall do all things necessary to give due and proper consideration to such proposal, and the Parties shall act in good faith, in order to reach agreement. If the Parties fail to reach agreement on the proposed amendment within a reasonable time after, having commenced negotiations (or after either Party, acting in good faith, has attempted to initiate negotiations unsuccessfully), regarding such amendment, either Party may under those circumstances refer such matter directly to arbitration in terms of clause 85.5.

88. RESPONSIBILITY OF THE OPERATOR PRIOR TO SERVICE COMMENCEMENT DATE

88.1 Upon the Commencement Date, and as contemplated in the Operational Specifications, the Operator shall use its best endeavours to assist and support the process for the contractual and operational transition from the previous MyCiTi Operator (Phase 1A) in order to support the objective of achieving no disruption to the public transport services pursuant to the NLTA.

88.2 The Operator shall within 15 (fifteen) Business Days provide the City with a revised and detailed a Contractual and Operational Transition Plan, as outlined in the Tender

documentation and Operational Specifications, in order for the City to consider such proposed plan by the Operator that will support the transfer of staff from Phase 1A, necessary assessment of the Vehicles, Depots and/or Staging Areas, and any training requirements that will be needed in order to ensure the Operator and its Employees are ready to commence with the Services when directed to do so on the Service Commencement Date.

88.3 Upon receipt of the Operator's Contractual and Operational Transition Plan, the City shall immediately schedule a meeting with the Operator to consider the content of such plan, and to identify areas that require further adjustment and/or amendment by the Operator in order to address the City's comments and feedback. The Operator shall ensure that the persons attending such meeting has sufficient seniority and authority to agree to or undertake and/or to implement decisions made at such a meeting on behalf of the Operator.

88.4 The Parties shall use their best efforts and endeavours to ensure that there is no disruption in the Services between the conclusion of the MyCiTi Phase 1A contracts and the Service Commencement Date. The City may from time to time, and leading up to the Service Commencement Date, call further meetings with the Operator as well as other MyCiTi contractors in order to achieve the objectives and outcomes outlined in this clause 88, the Tender documentation and Operational Specifications.

89. ORDERLY TRANSITION OF SERVICES

89.1 Upon termination or expiry of the Contract or where the City exercises its rights to take Necessary Action as contemplated in clause 83, the Operator shall, at no further cost to the City, ensure the orderly transition of the Services (or any relevant part thereof) to the City or to any replacement operator appointed by the City, in such manner as may be directed by the City in writing at the relevant time.

89.2 The Operator shall take all such steps as may be expected of a Reasonable and Prudent Operator in the circumstances and shall comply with all reasonable written instructions, Service Notices, or requests for information from the City to ensure that the Services can be carried on with minimum interruption and inconvenience to the Services and the passengers.

89.3 Should the Operator fail to expeditiously return the Vehicles to the City (or to any other entity as the City may instruct), on the written instruction of the City on the date as specified therein, the Operator shall remain liable for all damage, loss and repairs in and to the

Vehicle till such time as the Vehicles has been handed over to the City (or to another entity as the case may be) in a good, working and roadworthy condition, fair wear and tear excepted.

89.4 The Operator shall promptly comply with all reasonable written instructions or requests from the City, including but not limited to, providing the City with access to such information and documentation as the City may reasonably require, and in order to facilitate a smooth transition and ensure uninterrupted service provision after the Termination Date.

90. REMEDIES

No remedy conferred by the Contract is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder, now, or hereafter existing at law, by statute or otherwise. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

91. DATA PROTECTION

91.1 For purposes of this clause 91, the terms "Process" and "Personal Information" shall bear the meanings ascribed to them in the POPI Act.

91.2 The Operator must at all times, ensure that it complies with its obligations under the POPI Act. In particular, the Operator undertakes to Process any Personal Information in accordance with the conditions of lawful processing as set out in the POPI Act.

91.3 The Operator shall take all such steps as may be required, to the reasonable satisfaction of the City:

91.3.1 to ensure timeous compliance with its obligations to disclose any Personal Information relating to its Employees, to the City, as may be required under the Contract; and

91.3.2 to prevent the unauthorised or unlawful Processing of Personal Information of any party and shall provide the City with the requisite proof of all such steps taken, immediately upon request from the City.

92. GOOD FAITH

The Parties shall, at all times, act in good faith towards each other and shall not bring the other Party into disrepute.

93. CONFIDENTIALITY

93.1 Each Party shall at all times keep in confidence the Confidential Information of the other Party which it may acquire for the purposes of or in connection with this Agreement (whether prior to or after the Commencement Date) and shall not use or permit the use of such Confidential Information and shall procure that its employees shall not use the Confidential Information, for any other purpose and shall not disclose such Confidential Information to any third party.

93.2 Notwithstanding clause 93.1, a Party may disclose the Confidential Information of the other Party to such former Party's employees or Authorised Representatives to the extent that such employees or Authorised Representatives need to know the Confidential Information and shall ensure that such employees or Authorised Representatives are aware of and comply with, the confidentiality obligations contained in this clause 93.

93.3 Each Party shall take all such steps as may be reasonably necessary to prevent the Confidential Information of the other Party from falling into the hands of an unauthorised third party.

93.4 The Operator shall not make any comments to the media relating to this Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of the City.

93.5 The Operator shall not make any comments to the media relating to this Contract and any related matter nor shall it respond to any queries from the media without the prior written approval of the City.

94. SEVERANCE

If any provision of this Contract, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

95. NO AGENCY

The Operator operates as an independent contractor and not as an employee or agent of the City and does not have the authority to bind the City contractually to any other Party. This clause 95 shall not otherwise derogate from the obligations and responsibilities of the Operator in relation to handing over of the allocated Vehicles to other authorised parties as contemplated in this Agreement.

96. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the Parties regarding its subject matter. None of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in the Contract.

97. NO REPRESENTATIONS

A Party may not rely on any representation which allegedly induced that Party to enter into the Contract unless the representation is recorded in the Contract.

98. VARIATION, CANCELLATION AND WAIVER

No agreement varying, adding to, deleting from, or cancelling the Contract and no waiver of any right under this Agreement or the Contract, shall be effective unless reduced to writing and signed by or on behalf of the Parties, save as set out elsewhere in this Agreement.

99. INDULGENCES

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Contract shall not constitute a waiver of any right by the grantor or preventor adversely affect the exercise by the grantor of any existing or future right of the grantor.

100. ASSIGNMENT AND CESSION

100.1 Save as expressly provided for in terms of the Contract, the Operator shall not cede, assign, delegate or transfer its rights and/or obligations in terms of the Contract, or any part thereof, or any benefit or interest therein, to any third party or Entity without the prior written consent of the City.

100.2 Notwithstanding anything to the contrary stated in the Contract, the City shall be entitled, without requiring the consent of the Operator, to cede, assign, delegate or transfer any rights and/or obligations under the Contract.

101. WAIVER

101.1 No waiver of any of the terms or conditions of the Contract will be binding for any purpose unless expressed in writing and signed by the Party making such waiver and any such waiver will be effective only in the specific instance and for the purpose given.

101.2 No failure or delay on the part of a Party in exercising any right, power or privilege will operate as a waiver of such right, power or privilege, or as implied consent to the other Party's non-compliance, or as novation of the Contract; nor will any single or partial exercise by that Party of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

102. NO STIPULATION FOR THE BENEFIT OF A THIRD PERSON

Save as is expressly provided for in this Agreement or the Contract in its entirety, no provision constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favour of that person.

103. GENERAL CO-OPERATION

103.1 The Parties shall co-operate with each other and shall each execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time to carry out, evidence and confirm their rights and the intended purpose of the Contract.

103.2 Each of the Parties undertake at all times to do all such things, perform all such acts, and take all such steps within its power and control, as may be necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of the Contract and ensuring that the Services are rendered consistently at the highest possible standard expected by the City.

103.3 Each Party agrees to provide all information reasonably requested by the other in the exercise of their respective rights and performance of their obligations under the Contract, subject to the confidentiality provisions of clause 93 of the Contract

104. GOVERNING LAW

The Contract is to be governed, interpreted, and implemented in accordance with the laws of the Republic of South Africa.

105. JURISDICTION OF SOUTH AFRICAN COURTS

The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, (Western Cape High Court, Cape Town) for any proceedings arising out of or in connection with the Contract.

106. SURVIVAL OF RIGHTS, DUTIES AND OBLIGATIONS

Termination of the Contract for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.

107. INDEPENDENT ADVICE

Each of the Parties hereby respectively agrees and acknowledges that:

107.1 it has been free to secure independent legal advice as to the nature and effect of each provision of the Contract and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and

107.2 each provision of the Contract is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with the Contract.

108. COSTS

Any costs, including but not limited to all legal costs on an attorney and own client basis, disbursements and VAT, incurred by a Party in relation to concluding the Contract itself, and associated legal costs, and also in instances for a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

109. COUNTERPARTS

109.1 The Contract shall be capable of execution in two or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one document.

- 109.2 The Operator, by its signature hereto, shall be irrevocably bound to the terms and conditions as recorded in the Contract and acknowledges that, in order to allow for any necessary internal approval processes that may be required by the City (after signature by the Operator), the City shall be entitled to countersign the Contract thereafter.

Signed at _____ on _____ 20

Witness _____ for **The City of Cape Town**

.....

.....

duly authorised and warranting such authority

Name:

Capacity: City Manager

Signed at _____ on _____ 20

Witness _____ for **the [•] Operator**

.....

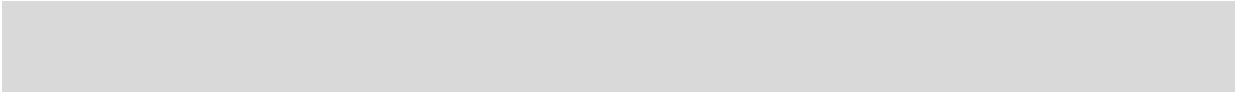
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duly authorised and warranting such authority

Name:

Capacity:

ANNEXURES TO THE AGREEMENT



Section B: Event and charter services (see separate schedule for detail calculation)

Item	Description	Amount per month
6.1	Event 1:	
6.2	Event 2:	
6.3	Event 3:	
6.4	Event 4:	
Subtotal		

Section C: Other operational items

Item	Description	Amount per month
7.1		
7.2		
7.3		
7.4		
Subtotal		

Section D: Adjustments

Item	Description	Amount per month
8.1		
8.2		
8.3		
8.4		
Subtotal		

OPERATIONAL SERVICES TOTAL: Sections A-D above

TOTAL	
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Section E: Capital repayment costs

Item	Description	Amount per month
9.1	7m midibus (23 seats)	
9.2	6m minibus (16 seats)	
9.3		
9.4		
Subtotal		

Section F: Performance management system

Item	Description	Amount per month
10.1	Less penalties	
10.2	Less Performance deduction	
Subtotal		

Section G: Other payments to the Operator

Item	Description	Amount per month
11.1		
11.2		
11.3		
11.4		
Subtotal		

NON-OPERATIONAL PAYMENTS TOTAL: Sections E-G above

TOTAL	
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TOTAL: All items above

TOTAL PAYMENT	
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_____ Vehicle Operating Representative Name	_____ City of Cape Town Representative Name
_____ Vehicle Operating Company Signature	_____ City of Cape Town signature

NOTES:

1. Month Rate = Base Rate x Monthly Adjustment
2. Amount per Month = Quantity x Month Rate

ANNEXURE B – PENALTIES AND PERFORMANCE MANAGEMENT SYSTEM SCHEDULES

Penalty Schedule

MyCiTi Penalty Schedule

Grading of Penalties, per Service Category

Penalty	Grade	Description	Penalty amount
Serious	1	Major event requiring urgent attention, threatens system integrity or passenger safety	R30 000.00
Serious	2	A serious compromise on service quality and system credibility	R15 000.00
Minor	3	Affects reliability, system reputation and passenger convenience	R5 000.00
Minor	4	Affects reliability, system reputation and passenger convenience	R2 000.00

Service Category	Penalty No:	Description of Infringement	Examples of how it will be measured (minimum evidentiary requirement)	Grade	Proposed Penalty per Occurrence	1st threshold	2nd threshold
1 Reliability	1	Reliability relates to the Operator's ability to operate the Services in accordance with the Routes, Schedules and Timetables as determined by the Operational Specifications Schedule. Failure to adhere to the standard required of the Operator in relation to Reliability shall constitute a general infringement of this service level category.					
	1 (G1)		Serious Penalty: Grade	1	R 30 000		
	1 (G2)		Serious Penalty: Grade	2	R 15 000		
	1 (G3)		Minor Penalty: Grade	3	R 5 000		
	1 (G4)		Minor Penalty: Grade	4	R 2 000		

	Specific Infringements						
1.1	Failure to advise the City (Control Centre or Authorised Representative) of any circumstances which have prevented or may prevent the provision of the Services (including Event Services) as required, within 10 minutes.	Operator or driver advises the CC. Eg drivers did not report for duty or not available; Vehicles not available; operational reasons (eg congestion).	4	R	2 000	>5 times pm	> 15 times pm
1.2	Failure to inform the City (Control Centre or Authorised Representative) within the prescribed time of a trip which failed to operate (missed Trip).	Two days before the Meeting the Operator must advise the City which Trips did not operate.	3	R	5 000	>10% of missed trips	>20% of missed trips
1.3	Failure to inform the City that it has not complied with the Service Notice with respect to Events unless authorised to do so by the City's Authorised Representative.	Two days before the Meeting the Operator must advise the City which Trips did not operate.	4	R	2 000	>10% of missed trips	>20% of missed trips
1.4	Operating a Service with an incorrect or unauthorised Vehicle type unless agreed upon in writing by an authorised City official	Different Vehicle type that in timetable / CC records	4	R	2 000	>3time pm	>10 times pm
1.5	Operates along an unauthorised Route or portion of a Route as per route description, or operates outside service times	Deviation from Route description as per Agreement, as amended	3	R	5 000	>3time pm	>10 times pm
1.6	Failing to dispatch a replacement Vehicle due to a Vehicle breakdown within 15 minutes of the breakdown occurring.	Tracking showing that no replacement Vehicle that has been logged into the correct block has departed from Depot or Staging Area within the time period; or otherwise no record of Operator advising the CC of replacement fleet No, and of actual departure	4	R	2 000	2% of breakdowns	>5% of breakdowns

1.7	Failure to report to the Control Centre within 10 minutes of a roadside breakdown of a MyCiTi vehicle	Audio record of report at CC; CC authority granted	4	R	2 000	>5 times pm	>10 times pm
1.8	Driver / Operator leaving the Vehicle unattended without cause and authority.	Audio record of report at CC; CC authority granted. Absence of driver confirmed by statement / CCTV.	4	R	2 000	>2 times pm	> 5 times pm
1.9	Failure to implement the instructions of the Control Centre or any authorised City official.	Compare instruction with action.	4	R	2 000	>5 times pm	> 15 times pm
1.10	Failure to stop at or within 20m of a designated (unobstructed) stop to pick up a passenger or to set down a passenger wishing to disembark at a designated stop.	Measured through complaints / CCTV monitoring. Compare actual stop with designated stops	4	R	2 000	>5 times pm	> 15 times pm
1.11	Failing to transport a passenger unless the passenger does not or would not comply with the MyCiTi Rules (as published on the MyCiTi website).	Measured through complaints / CCTV monitoring. Compare actual stop with designated stops	3	R	5 000	>5 times pm	>10 times pm
1.12	Unprotected strike or strike that is specific to an individual VOC resulting in less than 90% of scheduled trips being operated per day. Penalty is levied per day.	Monitoring report / CCTV / tracking report CC Monitoring	1	R	30 000	>3 days pm	>10 days pm
1.13	Using a MyCiTi vehicle for non-MyCiTi Services without authorisation from the City (and this authorisation would be required by the City for any VOC owned Vehicle as those vehicles are also required in terms of the Agreement to render the MyCiTi Services primarily).	Monitoring reports, CCTV, Tracking info	2	R	15 000	>2 times pm	> 5 times pm
1.14	Failure to adhere to a City instruction to transfer to or receive from another VOC a City-owned MyCiTi bus	Monitoring reports, CCTV, Tracking info	3	R	5 000	>2 times pm	> 5 times pm
1.15	Special hire or the provision of transport services without authority	Tracked trips without authority	2	R	15 000	>1 time pm	>3 times pm
1.16	Employee fails to log on to the on-board driver display module with their correct PIN and /or fails to operate the driver display module correctly and or fails to enter the correct route and or scheduled block number	Report from Control Centre	2	R	15 000	1.5% of buses	>3% of buses
1.17	Operating a Vehicle in contravention of a prohibition on the operation of such Vehicle, issued by the City in terms of the Agreement, or in contravention with a law or Protocol	Monitoring reports, CCTV, Tracking info	2	R	15 000	>1 time pm	>3 times pm
1.18	The VOC, its employees, directors and or shareholders competing with MyCiTi / commit piracy on any MyCiTi routes	Monitoring reports, witness reports, CCTV, Tracking info	1	R	30 000	>1 time pm	>3 times pm
1.19	Failure to engage specialist engine/gearbox/diff rebuilders approved by the City to repair / replace such parts on a City-owned MyCiTi bus.	FO inspection	3	R	5 000	>1 time pm	>3 times pm

	1.20	Failure to present to the City a vehicle for its quarterly technical inspection by the City in accordance with the pre-arranged schedule unless otherwise agreed with the City.	Fleet status report	3	R	5 000	>1 time pm	>3 times pm
2 Employee Quality	2	Employee Quality relates to the attitude of Employees towards passengers, road users, other MyCiTi staff and consultants and the general public. Failure to adhere to the standard required of the Operator in relation to Employee Quality shall constitute a general infringement of this service level category.						
	2 (G1)		Serious Penalty: Grade	1	R	30 000		
	2 (G2)		Serious Penalty: Grade	2	R	15 000		
	2 (G3)		Minor Penalty: Grade	3	R	5 000		
	2 (G4)		Minor Penalty: Grade	4	R	2 000		
		Specific Infringements						
	2.1	Employee fails to wear the full prescribed Uniform (regarding all Employees who are required to wear uniforms, not only drivers) and must look neat and presentable.	Monitoring report	4	R	2 000	5 occurrences or more	15 occurrences or more
	2.2	Failure by Employee to carry their MyCiTi identification (regarding all Employees who are required to wear uniforms, not only drivers)	Monitoring report	4	R	2 000	5 occurrences or more	15 occurrences or more
	2.3	Failure by driver to carry a valid driver's license and /or PRDP, where the driver has such a document, or failure to produce to any City representative.	Monitoring report	3	R	5 000	5 occurrences or more	15 occurrences or more
	2.4	Employee uses unauthorised electronic equipment (e.g. iPods, cell phones, headphones etc.) in the Vehicle or has it in his hands or ears or is visible to a member of the public while on a Scheduled Trip, including Event Services, or charges such equipment at a Station or on a bus where visible to the public.	Monitor's report; CCTV.	3	R	5 000	5 occurrences or more	15 occurrences or more
	2.5	Employee uses rude and abusive or threatening language or behaviour while in any place or in MyCiTi Uniform or otherwise associated with MyCiTi Services or at any time	Written statement from complainant	2	R	15 000	5 occurrences or more	10 occurrences or more
	2.6	Employee makes sexually suggestive comments and / or gestures towards any person while in a public place and while in MyCiTi uniform or while otherwise associated with MyCiTi services	Written statement from complainant	2	R	15 000	5 occurrences or more	10 occurrences or more
	2.7	Employee stops or docks in a manner which makes passenger access into or out of the bus difficult, provided that the stop is not obstructed.	Customer complaints; CCTV.	4	R	2 000	5 occurrences or more	10 occurrences or more
	2.8	Failure to report to the City on any disciplinary enquiry and the status thereof, within 3 Business Days, where requested to do so	Receipt of report	4	R	2 000	5 occurrences or more	15 occurrences or more
2.9	Employee fails to comply with MyCiTi Rules (as published on the MyCiTi website).	Monitor's report / CCTV	2	R	15 000	5 occurrences or more	15 occurrences or more	
2.10	Failure to advise the City of damage done by the Operator or an employee thereof to Station, Stop, or other MyCiTi infrastructure or equipment.	Monitor's report / CCTV / statement for witness	3	R	5 000	5 occurrences or more	15 occurrences or more	

	2.11	Failure to allow persons authorised by the City's Authorised Representative access to a Depot or Staging Area as provided for in Contract	Report by authorised person	3	R 5 000	5 occurrences or more	15 occurrences or more
	2.12	Failure to allow persons authorised by the City's Authorised Representative access to a Vehicle located outside the Depot or Staging Area at any time for monitoring or enforcement purposes	Report by authorised person	3	R 5 000	5 occurrences or more	15 occurrences or more
	2.13	Failure to agree to an appointment at a time within a period of 24 hours of a written request, to allow persons authorised by the City's Authorised Representative access to a specified Vehicle at a Depot or Staging Area for purposes of work on the Vehicle, or to provide access to the Vehicle at such time and place as had been agreed between the Parties	Report by authorised person	3	R 5 000	5 occurrences or more	15 occurrences or more
	2.14	Employee physically abuses any person while on duty while otherwise associated with MyCiTi Services	Customer complaints and supportive evidence	1	R 30 000	5 occurrences or more	10 occurrences or more
	2.15	Driver engaged in non-MyCiTi activities whilst in MyCiTi uniform which may place MyCiTi in disrepute.	Customer complaints and supportive evidence	3	R 5 000	5 occurrences or more	10 occurrences or more
	2.16	Driver smoking within 10m of a bus or city infrastructure	Customer complaints and supportive evidence	4	R 2 000	5 occurrences or more	10 occurrences or more
	2.17	Driver urinating in public	Customer complaints and supportive evidence	3	R 5 000	5 occurrences or more	10 occurrences or more
	2.18	Employee not being courteous to users, commuters and or members of the public.	Customer complaints and supportive evidence	4	R 2 000	5 occurrences or more	10 occurrences or more
	2.19	Employee is under the influence of alcohol or drugs.	Quality breathalyser, or otherwise sufficient evidence	1	R 30 000	As per contractual Penalty Clause	
	2.20	Employee fails or refuses to take a drug or alcohol test including testing by means of a breathalyser.	Report of person administering test	1	R 30 000	As per contractual Penalty Clause	
	2.21	Driver falling asleep while driving, unless it can be proved by medical examination that such incident was caused by a medical condition.	Monitor's report / CCTV / statement for witness	1	R 30 000	As per contractual Penalty Clause	
3 Vehicle quality	3	Vehicle Quality measures the Operator's ability to maintain and operate the Vehicles as required by the Agreement. Failure to adhere to the standard required of the Operator in relation to Vehicle Quality shall constitute a general infringement of this service level category.					
	3 (G1)		Serious Penalty: Grade	1	R 30 000		
	3 (G2)		Serious Penalty: Grade	2	R 15 000		

3 (G3)		Minor Penalty: Grade	3	R	5 000		
3 (G4)		Minor Penalty: Grade	4	R	2 000		
	Specific Infringements						
3.1	Applying a decoration, decorative article, religious figure, symbol, or non-functional material inside or outside, or placing advertising material, posters, stickers, newspapers, or similar items on the interior, exterior, and/or windows of a vehicle without the prior authorization of the City is prohibited.	Monitoring report	4	R	2 000	>1 time pm	>3 times pm
3.2	Failure to issue a weekly cleaning report, showing all Peak Vehicles required for each day have been cleaned to a standard as set by Protocol, per Vehicle not shown as cleaned	Non-receipt of report, or report not showing required number of vehicles cleaned	4	R	2 000	>1 time pm	>3 times pm
3.3	Failure to issue a weekly report of deep cleaning of Vehicle within two Days of the Week ending, showing all Peak Vehicles required for the following week have been deep cleaned to a standard as set by Protocol, per Vehicle not shown as cleaned	Non-receipt of report, or report not showing required number of vehicles cleaned	4	R	2 000	>1 time pm	>3 times pm
3.4	Failure to ensure that vehicles are fumigated within 2 days before or after a pre-arranged schedule.	Non-receipt of report, or report not showing required number of vehicles cleaned	4	R	2 000	>1 time pm	>3 times pm
3.5	Operating a Vehicle with excessive levels of noise, measured against standards as may be set by Protocol	Report by artisan	4	R	2 000	5 occurrences or more	15 occurrences or more
3.6	Deploying a Vehicle out of the depot with missing or torn passenger information posters/stickers	Monitoring report	4	R	2 000	5 occurrences or more	15 occurrences or more
3.7	Operating a Vehicle with a defective or incorrectly set electronic destination display	Monitoring report	4	R	2 000	5 occurrences or more	15 occurrences or more
3.8	Altering the paintwork or visual appearance of the Vehicles unless directed to do so by the City in writing	Monitoring report	2	R	15 000	5 occurrences or more	15 occurrences or more
3.9	Parking, staging or holding of Vehicle in unauthorised locations	Monitoring report / CCTV / tracking report	3	R	5 000	5 occurrences or more	15 occurrences or more
3.10	Failure to use a City approved party to service, maintain and repair a City- owned MyCiTi vehicle	FO observation	2	R	15 000	5 occurrences or more	15 occurrences or more
3.11	Failure to keep proper Vehicle maintenance records required by the Agreement or failure to present them on request to the City's Authorised Representative within two weeks or a shorter period as may be agreed, per Vehicle	Report by artisan	3	R	5 000	5 occurrences or more	15 occurrences or more
3.12	Driver's K53 check list not available on bus for inspection	Monitoring report	4	R	2 000	5 occurrences	15 occurrences

						or more	or more
3.13	Qualified technician check list not available at depot in the morning.	Monitoring report	4	R	2 000	5 occurrences or more	15 occurrences or more
3.14	Vehicle not being available for use for more than 72 hours (unless acceptable motivation given and programme to rectify provided and agreed)	Monitoring report	3	R	5 000	5 occurrences or more	15 occurrences or more
3.15	Work done on a vehicle by unauthorised personnel.	Monitoring report	2	R	15 000	5 occurrences or more	15 occurrences or more
3.16	Stripping of or failure to ensure that parts from a vehicle or equipment are not stripped without City's written approval.	Monitoring report	2	R	15 000	5 occurrences or more	15 occurrences or more
3.17	Depot infrastructure and equipment maintenance, that is the responsibility of the VOC, not performed.	Monitoring report	3	R	5 000	5 occurrences or more	15 occurrences or more
3.18	Failure to perform a scheduled service within 1 000km before or after the specified kilometre interval on a MyCiTi bus.	Fleet status report / service record	2	R	15 000	5 occurrences or more	15 occurrences or more
3.19	Failure to perform a 2 500km technical inspection at the scheduled kilometre interval or within 500km after scheduled kilometres.	Fleet status report/ inspection record	2	R	15 000	5 occurrences or more	15 occurrences or more
3.20	Failure to ensure that a City-owned MyCiTi vehicle is not laid-up in a state of disrepair for a period longer than 7 days unless the VOC can show that this was beyond the control of the VOC (laid-up includes vehicles undergoing service, maintenance or repairs and does not include vehicles out-of-service for reasons such as refurbishment).	Fleet status report	2	R	15 000	5 occurrences or more	15 occurrences or more
3.21	Failure to use an OEM or equivalent in quality spare part or lubricant that is pre-approved by the City on a City-owned MyCiTi bus.	FO observation	3	R	5 000	5 occurrences or more	15 occurrences or more
3.22	Failure to ensure that parts are not stripped from a City-owned MyCiTi vehicle without the City's written approval.	FO observation	3	R	5 000	5 occurrences or more	15 occurrences or more
3.23	Failure to take the appropriate steps required to safeguard ITS or AFC equipment in relation to theft or damage.	Monitoring report	4	R	2 000	5 occurrences or more	15 occurrences or more
3.24	The Operator or an employee thereof damages, breaks, or misuses ITS or AFC equipment.	Monitoring report	4	R	2 000	5 occurrences or more	15 occurrences or more
3.25	Failure to close a defect notice after a specified time for defect to be repaired unless otherwise agreed with the City	FO observation	2	R	15 000	> 150% of specified time	> 200% of specified time
3.26	Failure to rectify deteriorated livery on City or VOC owned bus.	FO observation	4	R	2 000	5 occurrences or more	15 occurrences or more
4 Safety	4	Safety relates to the Operator's ability to provide a safe Service. Failure to adhere to the standard required of the Operator in relation to Safety shall constitute a general infringement of this service level category.					

4 (G1)		Serious Penalty: Grade	1	R 30 000		
4 (G2)		Serious Penalty: Grade	2	R 15 000		
4 (G3)		Minor Penalty: Grade	3	R 5 000		
4 (G4)		Minor Penalty: Grade	4	R 2 000		
Specific Infringements						
4.1	Failure to inform the Control Centre within 5 minutes of the existence of a hazard to passengers on the Vehicle, or in the interaction between the Vehicle and the Station or Vehicle and Stop	Monitoring report, CCTV	3	R 5 000	5 occurrences or more	15 occurrences or more
4.2	Failure to provide approved levels of security services at a Depot and / or Staging Area, per Depot or Staging Area per day	Deviation from approval	2	R 15 000	5 occurrences or more	15 occurrences or more
4.3	Operating a Vehicle with malfunctioning on-board equipment (e.g. fare collection and validation equipment, ITS or radio communication and announcement equipment), except in compliance with a Protocol or as authorised by the Control Centre	AFC records	3	R 5 000	5 occurrences or more	15 occurrences or more
4.4	Vehicle operates with fire extinguisher missing or beyond service date	Monitoring report, CCTV	3	R 5 000	5 occurrences or more	15 occurrences or more
4.5	Vehicle operates without the prescribed safety equipment (including a triangle)	Monitoring report, CCTV	3	R 5 000	5 occurrences or more	15 occurrences or more
4.6	Initiation of the Vehicle and Station doors closing sequence when not safe to do so	Monitoring report, CCTV	3	R 5 000	5 occurrences or more	15 occurrences or more
4.7	Carrying of weapons by Employees, except authorised security personnel, who may carry authorised weapons	Monitoring report, CCTV	2	R 15 000	5 occurrences or more	10 occurrences or more
4.8	Driver involved in an accident on a public road or while carrying passengers, unless the VOC can demonstrate that the driver was not at fault	Monitoring report, CCTV	2	R 15 000	5 occurrences or more	15 occurrences or more
4.9	Failure to resolve and close off any Priority 1 works orders within the prescribed time frame	Helpdesk System (Forcelink or equivalent) Report, Monitor Report	3	R 5 000	2 occurrences or more	5 occurrences or more

4.10	Failure to pass a scheduled or non-scheduled roadworthy test and subsequent retest (within 14 days of failed test).	Roadworthy test report	1	R	30 000	5 occurrences or more	15 occurrences or more
4.11	Failure to immediately remove a vehicle from service and send it for a roadworthy test within 7 days after receiving an instruction to do so from Fleet Officer, unless an extension of time is agreed by the City.	Fleet status report/ FO observation	1	R	30 000	5 occurrences or more	15 occurrences or more
4.12	Failure to rectify a defect identified by a 2 500km inspection that is safety-critical immediately until which time the vehicle is removed from use	FO observation	1	R	30 000	5 occurrences or more	15 occurrences or more
4.13	Failure to rectify a defect identified in a scheduled 2 500 km inspection that is not safety-critical as soon as possible but within a maximum of one week of the inspection.	FO observation	3	R	5 000	As per contractual Penalty Clause	4.21
4.14	Operating a Vehicle without a valid Certificate of Fitness / Roadworthy Certificate (per Vehicle per day)	No COF displayed on vehicle	1	R	30 000	> 5 vehicles	> 10 vehicles
4.15	Not having the valid Certificate of Fitness (per Vehicle per day) on hand.	Monitoring reports	4	R	2 000	5 occurrences or more	15 occurrences or more
4.16	Failure to maintain valid Operating Licence (per Vehicle per day)	No valid operating license displayed	2	R	15 000	No increase	
4.17	Driver operating a Vehicle without the required driver's licence and/or valid PrDP	Monitoring reports	2	R	15 000	As per contractual Penalty Clause	
4.18	Not having the required driver's licence and/or valid PrDP (failure to carry drivers' licence or PrDP) on hand.	Monitoring reports	4	R	2 000	5 occurrences or more	15 occurrences or more
4.19	Operating a vehicle which is not in a roadworthy condition as assessed by a City Fleet Officer (NRTA section 42-1) (per incident)	Monitoring reports	2	R	15 000	As per contractual Penalty Clause	
4.20	Failure to ensure that a bus has a valid vehicle license at all times (i.e. no certificate or certificate is out-of-date)	Fleet status report	2	R	15 000	As per contractual Penalty Clause	
4.21	Failure to ensure that a vehicle being operated has a valid brake testing certificate as tested at the scheduled kilometre interval or within 500km of the scheduled kilometres	Fleet status report / FO observation	2	R	15 000	As per contractual Penalty Clause	

	4.22	The driver exhibited behaviour that indicated a disregard for safety and engaged in driving practices that were careless or reckless in nature.	Measured through complaints / CCTV monitoring	1	R 30 000	2 occurrences or more	5 occurrences or more
	4.23	The driver failed to adhere to traffic laws and regulations or failure to inform the City of any such transgressions, e.g. Traffic violations	Fines received from traffic department	2	R 15 000	2 occurrences or more	5 occurrences or more
	4.24	Failure to use Drive Cam or equivalent as per its purpose.	Monitoring reports	2	R 15 000	2 occurrences or more	5 occurrences or more
5 Revenue Protection	5	Revenue Protection relates to the Operator's commitment to implement fare evasion procedures and its ability to ensure that every passenger boarding the Vehicle has tendered the correct fare or has boarded from a Station where access control is conducted by Other MyCiTi Contractors. In the latter case the Operator is not responsible for access control. Failure to adhere to the standard required of the Operator in relation to Revenue Protection shall constitute a general infringement of this service level category.					
	5 (G1)		Serious Penalty: Grade	1	R 30 000		
	5 (G2)		Serious Penalty: Grade	2	R 15 000		
	5 (G3)		Minor Penalty: Grade	3	R 5 000		
	5 (G4)		Minor Penalty: Grade	4	R 2 000		
		Specific Infringements					
	5.1	Driver fails to operate the automatic fare collection equipment or Control Centre equipment correctly as directed by Protocol	Monitoring report, CCTV, AFC equipment	3	R 5 000	5 occurrences or more	15 occurrences or more
	5.2	Driver intentionally permits a passenger to board a Vehicle without validating their ticket, where Protocol requires such validation	Monitoring report, CCTV, AFC equipment	3	R 5 000	5 occurrences or more	15 occurrences or more
	5.3	Failure to take the appropriate steps required for access control regarding passengers, as set out in a Protocol (other than at a Station, unless required in a Protocol)	Monitoring report, CCTV, AFC equipment	3	R 5 000	5 occurrences or more	10 occurrences or more
6 Compliance	6	Compliance relates to the Operator's ability to comply with the administration of the Agreement and/or with instructions given by the City's Authorised Representative. Failure to adhere to the standard required of the Operator in relation to Compliance shall constitute a general infringement of this service level category.					
	6 (G1)		Serious Penalty: Grade	1	R 30 000		

6 (G2)		Serious Penalty: Grade	2	R 15 000		
6 (G3)		Minor Penalty: Grade	3	R 5 000		
6 (G4)		Minor Penalty: Grade	4	R 2 000		
Specific Infringements						
6.1	Failure by a Driver or the Operator or an employee thereof to report an act of vandalism or damage to Stops, where damage is clearly visible.	Monitoring reports	4	R 2 000	5 occurrences or more	15 occurrences or more
6.2	Failure to investigate / respond to customer complaints prudently as directed to the Operator by the City within 3 Business Days of receipt of a copy of the complaint from the City, and to give regular feedback until the matter is resolved	Transport Information Centre records	3	R 5 000	>10 times per month	>20 times per month
6.3	Failure to provide information or a report as required by the City's Authorised Representative within the required time period as specified in the Agreement, or within 7 calendar days if not specified in the agreement unless otherwise agreed by the Parties	Non-compliance with request	3	R 5 000	> 5 times per month	>10 times per month
6.4	Failure to dispose of grease, contents of grease traps and used motor vehicle oil and other waste as required by Applicable Law and/or Protocol	Monitoring reports	2	R 15 000	> 5 times per month	>10 times per month
6.5	Use of the exclusive bus lane by any vehicle (other than a MyCiTi bus) belonging to or operated by the Operator, without the required permit	CCTV	2	R 15 000	> 5 times per month	>10 times per month
6.6	Failure to report to the Control Centre within 10 minutes of an accident occurring involving a MyCiTi Vehicle	Tracking, CCTV	3	R 5 000	> 5 times per month	>10 times per month
6.7	Failure to deliver a written report containing details of an accident including the Operator's analysis of the cause and circumstances of the accident and a SAPS case number within 48 hours of the occurrence of the incident to the City	Non-compliance with this requirement	3	R 5 000	>1 time pm	>3 times pm
6.8	Failure to report an incident of crime in the MyCiTi system that an Employee is aware of to a MyCiTi security guard or police officer or the Control Centre within 10 minutes or at the next station on a route after the occurrence of such incident	Non-compliance with this requirement	3	R 5 000	> 5 times per month	>10 times per month
6.9	Failure to attend an agreed or scheduled meeting as requested by the City's Authorised Representative. Confirmation of meeting to be provided via email.	Non-attendance of meeting	3	R 5 000	>1 time pm	>3 times pm
6.10	Failing to meet at least Euro emissions standard rating of the Vehicle due to inadequate maintenance (where Vehicles are maintained by or on behalf of the Operator), as may be further elaborated through Protocols	Qualified technician report	3	R 5 000	1.5% of buses	>3% of buses
6.11	Failure to comply with the Occupational Health and Safety Act within a period set out in a notice, after such notice has been issued by the City	OHSA inspection	3	R 5 000	>10 times per month	>20 times per month
6.12	Failure to comply with applicable legislation and / or bylaws, as a contractual penalty over and above the fine or sanction applicable under the relevant legislation	Monitoring reports, CCTV	3	R 5 000	>1 time pm	>3 times pm
6.13	Failure to adhere to Service Notices, Protocols, SOP and /or instructions from the City's Authorised representative in terms of the Agreement within the required time period as specified in the Agreement, or within 7 calendar days if not specified, unless otherwise agreed between the Parties	Monitoring reports, CCTV	3	R 5 000	> 5 times per month	>10 times per month
6.14	Failure to provide audited financial statements within 180 calendar days after each relevant financial year (or such longer period as agreed to by the South African Revenue Service). Such infringement penalty will be charged per day late after the 180 calendar days and will be subject to the thresholds.	Non-compliance with this requirement	3	R 5 000	> 1 month	> 2 months
6.15	VOC claims for any kilometres / trips not operated	Monitoring reports, CCTV	1	R 30 000	>1 time pm	>3 times pm

	6.16	Failure to obtain QMS, ISO, RTMS or other approved accreditation by the City within 24 months of the service commencement date in terms of Clause 38.4.1 of the Contract	Confirmation of QMS Accreditation from a registered agency	3	R 5 000	> 1 month	> 2 months
	6.17	Submission of fraudulent or inflated quotations to the City for the expenditure of Provisions in terms of Clause 13 of the Contract.	Review of quotations received	1	R 30 000	>1 quotation	>3 quotations
	6.18	Non-submission of specified records by specified time, and in specified format.	Non-compliance with request	4	R 2 000	> 5 times per month	>10 times per month
	6.19	Failure to notify the City of AFC / ITS / Door communication system failure.	Non-compliance with request	4	R 2 000	> 5 times per month	>10 times per month
	6.20	Failure to cooperate with a City Fleet Officer including allowing access to vehicles and facilities at any time.	FO observation	1	R 30 000	> 5 times per month	>10 times per month
	6.21	Failure to submit within 48 hours of an inspection, service, maintenance and repair information, checklists and reports to the City in a format suitable for export into the City's SAP or equivalent system	Non-compliance with request	3	R 5 000	> 5 times per month	>10 times per month
	6.22	Operator instigating a false complaint by a member of the public against another Operator	Witness reports and other evidence	2	R 15 000	>1 time pm	>3 times pm
	6.23	Failure by a VOC to rectify broken or faulty bus equipment caused by vandalism or negligent use on the part of the VOC within 5 working days of a correction notice being issued.	Witness reports and other evidence	3	R 5 000	5 occurrences or more	10 occurrences or more
	6.24	Operator issuing a defective report to the City, which is factually incorrect or false in any respect, which will have a material impact on the outcome of the report.	Statements, Forensic reports , audit reports, other evidence	4	R 2 000	> 5 times per month	>10 times per month
	6.25	Failure to meet all contractually required services, not covered elsewhere, without written motivation being provided within 24hrs of becoming aware of an inability to provide said service.	Non-compliance with request	4	R 2 000	> 5 times per month	>10 times per month
	6.26	Failure to provide an acceptable motivation for failure to provide all contractually required services, not covered elsewhere.	Non-compliance with request	4	R 2 000	> 5 times per month	>10 times per month
	6.27	Failure to pay utility account such as water, electricity, sanitation, waste removal	Non-compliance with request	4	R 2 000	> 5 times per month	>10 times per month

Terms and conditions applicable to this Service Levels and Penalties Schedule:

1	The general infringements listed at the start of each service level category shall apply in as far as the relevant standard is set explicitly or by implication in the Agreement.
2	he City shall be entitled to impose Penalties unless the Operator proves that non-compliance is entirely due to factors beyond its control and/or the control of its Employees
3	Each Penalty listed in the Service Levels and Penalties Schedule shall be imposed per occurrence, per Vehicle and/or per person, as the case may be, unless otherwise specified.
4	Where an infringement attracts more than one Penalty, the City shall determine at the time of issue of the Penalty Notice, which Penalty shall apply taking into account the nature and severity of the particular infringement. Only one Penalty shall apply in respect of an infringement, unless an incident involves clearly different actions, or the contrary is specified elsewhere in this Service Levels and Penalties Schedule. Where one of the potentially applicable Penalties is a Serious Infringement, the infringement would automatically be considered a Serious Infringement.
5	Where the number of penalties levied in a month exceeds the 1st threshold, the amount of the penalty per transgression will be multiplied by 2 (two). Where the number of penalties levied in a month exceeds the 2nd threshold, the amount of the penalty per transgression will be multiplied by 4 (four).
6	a. Subject to 6 below, the City may issue a Defect Notice to the Operator regarding a defect in a Vehicle observed at any time
	b. The Operator shall have 72 hours from receipt of the Defect Notice to correct such defect (the " Rectification Period ") and to deliver a report of such correction to the City in the form specified by the City (" Defect Correction Report "). Where an Operator shows that a replacement part is unusual, and where the Operator or Vehicle Supplier could not have been expected to keep stock of such part, the rectification period shall be extended for a reasonable period as may be required to obtain the relevant part. During the Rectification Period, the Operator may use the relevant Vehicle to provide the Services, subject to the provisions of the Defect Notice, without incurring a Penalty for the defect recorded in the Defect Notice. A Defect Notice may allow the use of a Vehicle by the Operator despite such Vehicle having been found to be defective or may require the Operator to discontinue Operating a Vehicle.
	c. The City may in its sole discretion extend the Rectification Period if it is satisfied that the Operator requires such extension.
	d. Should the City elect to extend the Rectification Period, the Operator shall inform the City by delivery of a Defect Correction Report, once the defect recorded in the Defect Notice has been repaired and the time period for the delivery of the Defect Correction Report shall similarly have been extended.
	e. Should the Operator fail to remedy the defect identified in the Defect Notice and/or fail to deliver a Defect Correction Report to the City as required by this clause 5, the relevant Penalty Notice in respect of the initial infringement may be issued with immediate effect per Vehicle, per day, that the Relevant Vehicle continues to operate until the receipt of a Defect Correction Report by the City. In the event that the Operator delivers a Defect Correction Report to the City in respect of a defect which the Operator has failed to repair, in addition, the City shall be entitled to issue a Penalty Notice which relates to the infringement of the Operator's reporting obligations as required under the Agreement.
7	The Penalty amounts shall be escalated on an annual basis in accordance with the provisions of the Vehicle Operating Agreement and where such escalation is based on the escalation formula for the Kilometre-related Rate as applicable to 12m Vehicles (Other routes)
8	For the purposes of this Service Levels and Penalties Schedule -
8.1	Operating a Vehicle shall mean utilising a Vehicle for the provision of a scheduled Service.
8.2	"authority" shall mean authority to be obtained from the Control Centre.
8.3	"CC" shall mean the Control Centre.
9	Regarding a "monitoring report" referred to in the column headed "Examples of how it will be measured", the ability to prove the infringement will be enhanced if the Employee has signed a receipt of an infringement slip, or if the monitor / City's Authorised Representative records that an Employee refused to sign an infringement slip issued to such Employee for purposes of acknowledging receipt thereof.
10	"Minimum evidentiary requirement" : The determination of the evidentiary requirements and the suitability thereof will be determined by the Penalty Committee Chairperson from time to time based on reasonableness and in accordance with the Vehicle Operating Agreement. "Minimum evidentiary requirement" shall mean conclusive evidence that may comprise, but is not limited to written reports, monitoring data, affidavits or witness statements, CCTV evidence, photographs, video evidence, medical test results, breathalyser results, test results, forensic reports, audit reports, invoices and written records.
11	Onus is on the VOC to provide evidential proof, on infringements being raised by the City, why the penalties should not be upheld, and not on The City to proof otherwise

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Any penalty that has a period associated with it may be applicable in the second month if it extends into the second month.

Performance Management System

No.	System performance indicator	Performance Rating			Points Awarded
		From		To	
1	On-time performance – TRUNK ROUTES	MPS	95.0%		0
		94.0%	to less than	95.0%	-1
	Measurement: Measured monthly as a % of in-window	93.0%	to less than	94.0%	-2
	versus schedule departure times from timing points.	92.0%	to less than	93.0%	-3
	(Measured by APTMS system)	91.0%	to less than	92.0%	-4
		90.0%	to less than	91.0%	-5
			less than	90.0%	-10
2	On-time performance – DIRECT / FEEDER ROUTES	MPS	93.5%		0
		92.2%	to less than	93.5%	-1
	Measurement: Measured monthly as a % of in-window	90.9%	to less than	92.2%	-2
	versus schedule departure times from timing points.	89.6%	to less than	90.9%	-3
	(Measured by APTMS system)	88.3%	to less than	89.6%	-4
		87.0%	to less than	88.3%	-5
			less than	87.0%	-10
3	Scheduled trips operated	MPS	99.8%		0
		99.70%	to less than	99.75%	-1
	Measurement: Measured monthly as a % of timetable	99.65%	to less than	99.70%	-2
	trips operated vs scheduled.	99.60%	to less than	99.65%	-3
	(Measured by APTMS system)	99.55%	to less than	99.60%	-4
		99.50%	to less than	99.55%	-5
			less than	99.50%	-10
4	Bus accidents per 100 000 km	MPS	2.5		0
		2.5	to less than	3.0	-1
	Measurement: Number of bus accidents where the	3.0	to less than	3.5	-2
	VOC is determined to be the responsible party.	3.5	to less than	4.0	-3
		4.0	to less than	4.5	-4
		4.5	to	5.0	-5
			more than	5.0	-10
5	Bus breakdowns per 100 000 km	MPS	2.0		0
		2.0	to less than	2.4	-1
	Measurement: Number of bus breakdowns.	2.4	to less than	2.8	-2
		2.8	to less than	3.2	-3
		3.2	to less than	3.6	-4
		3.6	to	4.0	-5
			more than	4.0	-10

The scores in each performance category will be collated over a three-month period and a total negative monthly score will result in an amount being subtracted from the monthly invoice. The total PMS penalty amount per month will be capped at 1.0% of the monthly invoice consideration.

Example of performance management system scoring sheet (calculation worksheet)

No.	Performance indicator	Month 1: January		Month 2: February		Month 3: March	
		Score achieved	Points awarded	Score achieved	Points awarded	Score achieved	Points awarded
A	System performance indicators						
1	On-time performance (APTMS system) – TRUNK		0		0		0
2	On-time performance (APTMS system) - FEEDER		0		0		0
3	Scheduled trips operated		0		0		0
4	Number of bus accidents per 100 000 km		0		0		0
5	Number of bus breakdowns per 100 000 km		0		0		0
	TOTAL		0		0		0

Note: Please only complete the grey blocks

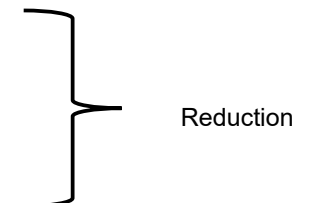
Minimum performance standard achieved?	Yes	Yes	Yes
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	Month 1: January		Month 2: February		Month 3: March	
	Invoice amount	% Penalty payment	Invoice amount	% Penalty payment	Invoice amount	% Penalty payment
% Penalty payment calculation		0.0%		0.0%		0.0%
Total penalty payment per month (Rands)	R0		R0		R0	
Total penalty payment due for three-month period (Rands)						R0

Note 1: Please only complete the grey blocks

Note 2: Invoice amount should only be for scheduled services ie excluding provisions, adjustments and other payments etc

Performance level	Total monthly score			% Penalty Payment
	From		To	
Minimum Performance Standard		0		0.0%
Performance Level -1	-12	to	-1	-0.2%
Performance Level -2	-24	to	-13	-0.4%
Performance Level -3	-36	to	-25	-0.6%
Performance Level -4	-48	to	-37	-0.8%
Performance Level -5	-60	to	-49	-1.0%



ANNEXURE C – CONTRACT PRICING ADJUSTMENT SCHEDULE

Table J1: Price escalation indices

Index	FIXED COSTS			Index	VEHICLE-RELATED COSTS			Index	DRIVER & REGULATOR-RELATED COSTS			KILOMETRE-RELATED COSTS - 18m Type A				KILOMETRE-RELATED COSTS - 12m Airp. Type B				KILOMETRE-RELATED COSTS - 12m Type C				KILOMETRE-RELATED COSTS - 9m Type D								
	Weights	Index	Year 1-7		Weights	Index	Year 1-7		Weights	Index	Year 1-7	Index	Weights	Index	Year 1-7	Index	Weights	Index	Year 1-7	Index	Weights	Index	Year 1-7	Index	Weights	Index	Year 1-7	Index	Weights	Index	Year 1-7	
Fixed (a)	0%			Fixed (f)	0%			Fixed (k)	0%			Fixed (m)	0%			Fixed (q)	0%			Fixed (s)	0%			Fixed (t)	0%			Fixed (v)	0%			
SARPBC staff (b)	12%	SARPBC		SARPBC staff (g)	65%	SARPBC		SARPBC staff (k)	95%	SARPBC		Fuel (m)	44%	Diesel		Fuel (q)	29%	Diesel		Other (s)	67%	PPI		Fuel (t)	33%	Diesel		Other (v)	65%	PPI		
Non SARPBC staff (c)	24%	CPI		Non SARPBC staff (h)	0%	CPI		Non SARPBC staff	0%	CPI		Tyres (n)	3%	Tyre		Tyres (r)	3%	Tyre		Tyres (s)	3%	Tyre		Tyres (u)	2%	Tyre		Tyres (v)	2%	Tyre		
Electricity (d)	6%	Electricity		Other (j)	35%	CPI		Other (l)	5%			Other (p)	53%	PPI		Other (s)	61%	PPI		Other (s)	61%	PPI		Other (s)	61%	PPI		Other (v)	65%	PPI		
Other (e)	58%	CPI		Total	100%			Total	100%			Total	100%		Total	100%			Total	100%			Total	100%		Total	100%			Total	100%	
	SARPBC	CPI	Electricity Adjustment	SARPBC	CPI	Adjustment		SARPBC	CPI	Adjustment		Diesel	Tyre	PPI	Adjustment	Diesel	Tyre	PPI	Adjustment	Diesel	Tyre	PPI	Adjustment	Diesel	Tyre	PPI	Adjustment	Diesel	Tyre	PPI	Adjustment	
BASE Dec-22	2.13	106.60	199.48	1.00	2.13	106.60	1.00	2.13	106.60	1.00	23.57	6239.68	125.80	1.00	23.57	6239.68	125.80	1.00	23.57	6239.68	125.80	1.00	23.57	6239.68	125.80	1.00	23.57	6239.68	125.80	1.00		
Jan-23	2.13	106.90	199.48	1.00	2.13	106.90	1.00	2.13	106.90	1.00	20.76	6239.68	125.80	0.95	20.76	6239.68	125.80	0.96	20.76	6239.68	125.80	0.96	20.76	6239.68	125.80	0.96	20.76	6239.68	125.80	0.96		
Feb-23	2.13	106.90	199.48	1.00	2.13	106.90	1.00	2.13	106.90	1.00	20.75	6239.68	125.10	0.94	20.75	6239.68	125.10	0.96	20.75	6239.68	125.10	0.95	20.75	6239.68	125.10	0.95	20.75	6239.68	125.10	0.95		
Mar-23	2.13	107.70	199.48	1.01	2.13	107.70	1.00	2.13	107.70	1.00	21.07	6239.68	125.90	0.95	21.07	6239.68	125.90	0.97	21.07	6239.68	125.90	0.96	21.07	6239.68	125.90	0.96	21.07	6239.68	125.90	0.97		
Apr-23	2.28	108.80	199.48	1.03	2.28	108.80	1.05	2.28	108.80	1.05	20.25	6239.68	127.20	0.94	20.25	6239.68	127.20	0.97	20.25	6239.68	127.20	0.96	20.25	6239.68	127.20	0.96	20.25	6239.68	127.20	0.96		
May-23	2.28	109.40	199.48	1.03	2.28	109.40	1.05	2.28	109.40	1.05	19.77	6239.68	127.20	0.93	19.77	6239.68	127.20	0.96	19.77	6239.68	127.20	0.95	19.77	6239.68	127.20	0.95	19.77	6239.68	127.20	0.95		
Jun-23	2.28	109.60	199.48	1.03	2.28	109.60	1.06	2.28	109.60	1.06	18.97	6239.68	127.90	0.92	18.97	6239.68	127.90	0.95	18.97	6239.68	127.90	0.95	18.97	6239.68	127.90	0.94	18.97	6239.68	127.90	0.95		
Jul-23	2.28	109.80	234.59	1.04	2.28	109.80	1.06	2.28	109.80	1.07	19.09	6239.68	127.50	0.92	19.09	6239.68	127.50	0.95	19.09	6239.68	127.50	0.94	19.09	6239.68	127.50	0.94	19.09	6239.68	127.50	0.95		
Aug-23	2.28	110.70	234.59	1.05	2.28	110.70	1.06	2.28	110.70	1.07	19.80	6239.68	127.80	0.94	19.80	6239.68	127.80	0.96	19.80	6239.68	127.80	0.95	19.80	6239.68	127.80	0.95	19.80	6239.68	127.80	0.96		
Sep-23	2.28	111.30	234.59	1.06	2.28	111.30	1.06	2.28	111.30	1.07	22.56	6239.68	129.10	1.00	22.56	6239.68	129.10	1.01	22.56	6239.68	129.10	1.00	22.56	6239.68	129.10	1.00	22.56	6239.68	129.10	1.00		
Oct-23	2.28	112.10	234.59	1.06	2.28	112.10	1.06	2.28	112.10	1.07	24.50	6239.68	131.10	1.04	24.50	6239.68	131.10	1.04	24.50	6239.68	131.10	1.04	24.50	6239.68	131.10	1.04	24.50	6239.68	131.10	1.04		
Nov-23	2.28	113.20	234.59	1.07	2.28	113.20	1.07	2.28	113.20	1.07	23.68	6239.68	132.40	1.03	23.68	6239.68	132.40	1.04	23.68	6239.68	132.40	1.04	23.68	6239.68	132.40	1.03	23.68	6239.68	132.40	1.04		
Dec-23	2.28	113.10	234.59	1.07	2.28	113.10	1.07	2.28	113.10	1.07	21.27	6239.68	131.60	0.98	21.27	6239.68	131.60	1.00	21.27	6239.68	131.60	0.99	21.27	6239.68	131.60	0.99	21.27	6239.68	131.60	1.00		

Index	KILOMETRE-RELATED COSTS - 18m Type E			KILOMETRE-RELATED COSTS - 12m Type F			KILOMETRE-RELATED COSTS - 7m			KILOMETRE-RELATED COSTS - 6m			EVENT AND CHARTER SERVICES		EVENT AND CHARTER		VEHICLE REFURBISHMENT		BUS CAPITAL REPAYMENT					
	Weights	Index	Year 1-7	Weights	Index	Year 1-7	Weights	Index	Year 1-7	Weights	Index	Year 1-7	Weight	Index	Weight	Index	Weight	Index	Weight	Index				
Fixed	0%			Fixed	0%		Fixed	0%		Fixed	0%		Drivers, mechanics, despatchers	100%	SARPBC	Other event staff, staff	100%	CPI	Fixed	0%				
Fuel	41%	Diesel		Fuel (q)	34%	Diesel		Fuel (t)	51%	Diesel		Fuel (u)	45%	Diesel		Other	100%	PPI	Other	100%				
Tyres	3%	Tyre		Tyres (r)	3%	Tyre		Tyres (u)	3%	Tyre		Tyres (v)	3%	Tyre		Other	100%	PPI	Other	100%				
Other	55%	PPI		Other (s)	63%	PPI		Other (v)	46%	PPI		Other (v)	52%	PPI		Other	100%	PPI	Other	100%				
Total	100%			Total	100%			Total	100%			Total	100%			Total	100%		Total	100%				
	Diesel	Tyre	PPI	Adjustment	Diesel	Tyre	PPI	Adjustment	Diesel	Tyre	PPI	Adjustment	Diesel	Tyre	PPI	Adjustment	SARPBC	Adjustment	CPI	Adjustment	PPI	Adjustment	Prime	Adjustment
23.57	6239.68	125.80	1.00	23.57	6239.68	125.80	1.00	23.57	6239.68	125.80	1.00	23.57	6239.68	125.80	0.95	2.13	1.00	106.60	1.00	125.80	1.00	10.50	1.00	
20.76	6239.68	125.80	0.95	20.76	6239.68	125.80	0.96	20.76	6239.68	125.80	0.94	20.76	6239.68	125.80	0.95	2.13	1.00	106.90	1.00	125.80	1.00	10.75	1.02	
20.75	6239.68	125.10	0.95	20.75	6239.68	125.10	0.96	20.75	6239.68	125.10	0.94	20.75	6239.68	125.10	0.94	2.13	1.00	106.90	1.00	125.10	0.99	10.75	1.02	
21.07	6239.68	125.90	0.96	21.07	6239.68	125.90	0.96	21.07	6239.68	125.90	0.95	21.07	6239.68	125.90	0.95	2.13	1.00	107.70	1.01	125.90	1.00	11.25	1.07	
20.25	6239.68	127.20	0.95	20.25	6239.68	127.20	0.96	20.25	6239.68	127.20	0.93	20.25	6239.68	127.20	0.94	2.28	1.07	108.80	1.02	127.20	1.01	11.25	1.07	
19.77	6239.68	127.20	0.94	19.77	6239.68	127.20	0.95	19.77	6239.68	127.20	0.92	19.77	6239.68	127.20	0.93	2.28	1.07	109.40	1.03	127.20	1.01	11.75	1.12	
18.97	6239.68	127.90	0.93	18.97	6239.68	127.90	0.94	18.97	6239.68	127.90	0.91	18.97	6239.68	127.90	0.92	2.28	1.07	109.60	1.03	127.90	1.02	11.75	1.12	
19.09	6239.68	127.50	0.93	19.09	6239.68	127.50	0.94	19.09	6239.68	127.50	0.91	19.09	6239.68	127.50	0.92	2.28	1.07	109.80	1.03	127.50	1.01	11.75	1.12	
19.80	6239.68	127.80	0.94	19.80	6239.68	127.80	0.96	19.80	6239.68	127.80	0.93	19.80	6239.68	127.80	0.94	2.28	1.07	110.70	1.04	127.80	1.02	11.75	1.12	
22.56	6239.68	129.10	1.00	22.56	6239.68	129.10	1.00	22.56	6239.68	129.10	0.99	22.56	6239.68	129.10	0.99	2.28	1.07	111.30	1.04	129.10	1.03	11.75	1.12	
24.50	6239.68	131.10	1.04	24.50	6239.68	131.10	1.04	24.50	6239.68	131.10	1.04	24.50	6239.68	131.10	1.04	2.28	1.07	112.10	1.05	131.10	1.04	11.75	1.12	
23.68	6239.68	132.40	1.03	23.68	6239.68	132.40	1.03	23.68	6239.68	132.40	1.03	23.68	6239.68	132.40	1.03	2.28	1.07	113.20	1.06	132.40	1.05	11.75	1.12	
21.27	6239.68	131.60	0.99	21.27	6239.68	131.60	1.00	21.27	6239.68	131.60	0.97	21.27	6239.68	131.60	0.98	2.28	1.07	113.10	1.06	131.60	1.05	11.75	1.12	

Cost Adjustment Indices

SARPBAC	South African Road Passenger Bargaining Council – Minimum Hourly rates
CPI	“CPI” means the consumer price index for the Western Cape Province, as published by Statistics South Africa, or its successor-in-title from time to time
PPI	“PPI” means the producer price index in respect of final manufactured goods in South Africa, as published by Statistics South Africa, or its successor-in-title from time to time
Diesel	Diesel Wholesale Price, used “0.005% sulphur RTL

Escalation Equations**1. Fixed Costs**

The Fixed Costs will be adjusted by a factor F determined by the formula below:

$$F = a + [b \times L(t)/L(o)] + [c \times CPI(t)/CPI(o)] + [e \times CPI(t)/CPI(o)]$$

where:

a = the proportion of Fixed Costs not subject to adjustment

b = the proportion of Fixed Costs regarding the wages and benefits of personnel falling within the scope of the South African Road Passenger Bargaining Council (SARPBAC)

c = the proportion of Fixed Costs regarding the wages and benefits of personnel not falling within the scope of SARPBAC

e = the proportion of other Fixed Costs

$L(t)$ = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPBAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

$$L(o) = 1$$

$CPI(t)$ = the CPI for Month t

$CPI(o)$ = the CPI for the Base Month

2. Vehicle related Costs

The Vehicle-related Costs will be adjusted by a factor V as determined by the formula below:

$$V = f + [g \times L(t)/L(o)] + [h \times CPI(t)/CPI(o)] + [j \times CPI(t)/CPI(o)]$$

where:

f = the proportion of Vehicle-related Costs not subject to adjustment

g = the proportion of Vehicle-related Costs regarding the wages and benefits of personnel falling within the scope of SARPBAC

h = the proportion of Vehicle-related Costs regarding wages and benefits of personnel not falling within the scope of SARPBAC

j = the proportion of other Vehicle-related Costs

$L(t)$ = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPBAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

$$L(o) = 1$$

CPI(t) = the CPI for Month t

CPI(o) = the CPI for the Base Month

3. Driver and regulator related Costs

The driver-related Costs will be adjusted by a factor D as determined by the formula below:

$$D = k \times [L(t)/L(o)] + [l \times CPI(t)/CPI(o)]$$

where:

k = the proportion of driver and regulator related Costs regarding drivers' wages and benefits

l = the proportion of other driver and regulator related Costs

L(t) = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPBAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

$$L(o) = 1$$

CPI(t) = the CPI for Month t

CPI(o) = the CPI for the Base Month

4. Kilometre related Costs

18m Vehicles

The variable V18 will be adjusted as determined by the formula below:

$$V18 = [m \times D(t)/D(o)] + [n \times T(t)/T(o)] + [p \times PPI(t)/PPI(o)]$$

where:

m = the proportion of fuel costs of Kilometre-related Costs of 18m Vehicles

n = the proportion of tyre costs of 18m Vehicles

p = the proportion of other costs of 18m Vehicles, being Adblue, lubrication and maintenance

D(t) = the wholesale price of 0.005% diesel as published by the Department of Energy

D(o) = the above for the Base Month

T(t) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 315/80R -22.5 tyre in Month t

T(o) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 315/80R -22.5 tyre for the Base Month t

PPI(t) = the PPI for Month t

PPI (o) = the PPI for the Base Month

12m Vehicles

The variable V12 will be adjusted as determined by the formula below:

$$V12 = [q \times D(t)/D(o)] + [r \times T(t)/T(o)] + [s \times PPI(t)/PPI(o)]$$

where:

q = the proportion of fuel costs of Kilometre-related Cost of 12m Vehicles

r = the proportion of tyres costs of 12m Vehicles

s = the proportion of other costs of 12m Vehicles, being Adblue, lubrication and maintenance

D(t) = the wholesale price of 0.005% diesel as published by the Department of Energy

D(o) = the above for the base year

T(t) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 315/80R -22.5 tyre in Month t

T(o) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 315/80R -22.5 tyre for the Base Month t

PPI(t) = the PPI for Month t

PPI (o) = the PPI for the Base Month

9m, 7m & 6m Vehicles

The variable F9 will be adjusted as determined by the formula below:

$$V9 = [t \times D(t)/L(o)] + [u \times T(t)/T(o)] + [v \times PPI(t)/PPI(o)]$$

where:

t = the proportion of fuel costs of Kilometre-related Costs of 9m Vehicles

u = the proportion of tyres costs of 9m Vehicles

v = the proportion of other costs of 9m Vehicles, being Adblue, lubrication and maintenance

T(t) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 235/75 R17.5 tyre in Month t

T(o) = the City of Cape Town average tender or contracted price for tyre makes Goodyear, Michelin and Continental or equivalent for a 235/75 R17.5 tyre for the Base Month

D(t) = the wholesale price of 0.005% diesel as published by the Department of Energy

D(o) = the above for the Base Month

PPI(t) = the PPI for Month t

PPI (o) = the PPI for the Base Month

5. Event and Charter Services

Mechanics, despatchers and vehicle controllers

The Event and Charter rates will be adjusted by the factor F as determined by the formula below:

$$F = L(t)/L(o)$$

where

L(t) = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPBAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

L(t) = 1 + percentage increase applicable to Month t regarding hourly paid employees as agreed in SARPBAC + the combined percentage increase in the previous years measured from the Commencement Date (if applicable)

L(o) = 1

Other Event Staff including Staff Transport

Other staff rates will be adjusted by the factor E as determined by the formula below:

$$E = CPI(t)/CPI(o)$$

where

CPI(t) = the CPI for Month t

CPI (o) = the CPI for the Base Month

6. Vehicle refurbishment Costs

The Vehicle Refurbishment and new livery cost will be adjusted as determined by the formula below:

$$Bf = PPI(t)/PPI(o)$$

where

PPI(t) = the PPI for month t

PPI(0) = the PPI for base month

ANNEXURE D – PRO-FORMA PROPERTY USE AGREEMENT

Note: this is a proforma agreement, and the Operator will conclude a bespoke Property Use Agreement

L.1 Definitions and Interpretation

- 1.1 In this Property Use Agreement, unless inconsistent with, or otherwise indicated by the context:
- 1.1.1 **"Property Use Agreement"** means this property use agreement;
- 1.1.2 **"Commencement Date"** means the commencement date of the Memorandum of Agreement or such later date as may be agreed by the Parties in writing;
- 1.1.3 **"Depot Cost Sharing Annexure"** means the annexure to this Agreement setting out the appropriate sharing of costs for use of a City Depot or Staging Area, which is binding in the circumstances described further in clause 1.9, and which shall be subject to specific use rights being granted by the City and the appropriate allocation of responsibilities towards the operational, running costs within the depot including but not limited to utilities (water, electricity, sewerage, waste removal, central improvement district levies etc);
- 1.1.4 **"Equipment"** means the equipment located at the City Depots and Staging Areas, which is owned by the City and specified in the Operational Specifications Schedule as being included in the Operator's maintenance responsibility and/or contained in the O & M Manuals and for purposes of clause 1.6.3, **"Equipment"** shall mean any part thereof;
- 1.1.5 **"Memorandum of Agreement"** means the Memorandum of Agreement concluded between the City and the Operator contemporaneously with this Property Use Agreement as amended from time to time by agreement between the Parties.
- 1.1.6 **"Maintenance"** means the maintenance set out in the Operational Specifications Schedule in respect of the Property and as described in clause 0 below;
- 1.1.7 **"O&M Manual/s"** means the Operating and Maintenance Manual/s handed to the Operator when the Operator takes possession of the Property, as updated and amended by the City from time to time;
- 1.1.8 **"Property"** means the City Depots and Staging Areas detailed in Tables C14 to C16 of the Operational Specifications Schedule, allocated to the Operator from time to time, including the Equipment and for purposes of clause 1.6.3, **"Property"** shall mean any part thereof;
- 1.1.9 **"Termination Date"** means the date of termination or expiry of the Memorandum of Agreement or cancellation of this Property Use Agreement for whatever reason, whichever is the earlier;
- 1.2 Unless inconsistent with the context and save where amended by this Property Use Agreement, the words and expressions defined in the Memorandum of Agreement will, where they appear in this Property Use Agreement, have the same meaning;
- 1.3 In addition to the definitions in this clause 1 words defined in the Memorandum of Agreement shall have the same meanings in this Property Use Agreement, *mutatis mutandis*.

Access to and use of the Property

- 1.4 The City hereby grants to the Operator and all persons lawfully authorised by the Operator, with effect from the Commencement Date until the Termination Date, access to the Property for the sole purpose of the Operator performing its obligations pursuant to the Memorandum of Agreement, and for no other purpose, unless the Operator has obtained the City's prior written consent to use the Property for any other agreed purpose, and the Operator hereby accepts such grant of access, upon the terms and conditions of this Property Use Agreement.
- 1.5 The Operator shall use the City Depots and Staging Areas to provide a reasonable shelter for the Vehicles while not in use and shall use the City Depots to facilitate the cleaning, repair, refuelling (where permitted in terms of environmental and health and safety legislation) and maintenance of the Vehicles and other activities ancillary to the provision of the Services.

Operator's obligations

1.6 Inspections of the Property

- 1.6.1 The Parties shall together inspect the Property, before the Operator takes possession of the Property, to record any defects or damage therein and to record the readings shown on the water and electricity meters at the City Depots.
- 1.6.2 The City shall notify the Operator not less than 3 Business Days prior to any such inspection of the time and date of the inspection, and which Property will be inspected. Should the Operator be unable to attend the inspection at the proposed time and date, it shall forthwith advise the City of alternate times and dates, as close to City's proposed date as possible, that it is available to undertake the inspection, and the City will re-set the inspection date on the suggested date or as close to Operator's proposed date as possible. The Parties undertake to co-operate with one another in this regard.
- 1.6.3 The Operator shall notify the City in writing, within 10 Business Days from the date of handover of the Property or any part thereof, of specific details of any pre-existing defects or damage to the Property or Equipment (or part thereof). In as far as the Operator does not notify the City regarding defects or damages, the Property and Equipment (or part thereof) shall be presumed to have been in good order. If the Property has been handed over to the Operator prior to the Commencement Date, the Property shall be presumed to have been in good order save for any defects or damage recorded within 10 Business Days of such handover.
- 1.6.4 Should the City, in consultation with the Operator, determine that a defect and/or damage interferes with the operations at the time of handover of the Property to the Operator (whether prior to or after the Commencement Date), the City shall procure the repair of any such defect and/or damage within a reasonable period after being notified, having regard to the nature of the defect and/or damage. Any defects which in the City's view does not materially affect the operations, which the City deems unnecessary to rectify, shall be noted in a defects report ("**Defects Report**"). If the Property has been handed over at an earlier date, no new handover is required and any outstanding items as per an earlier hand-over procedure shall be resolved in terms of this Agreement, read with the changes required from the context. Should the Operator wish to dispute the contents of the Defects Report, it shall refer such dispute for arbitration in terms of clause 60.4 of the Memorandum of Agreement.
- 1.6.5 In the event that the Operator fails to advise the City that it is unable to attend an inspection as provided in 1.6.2 or fails to attend the inspection of the Property in the presence of the City or its Authorised Representative, as contemplated in 1.6.1 above, the Property shall be deemed to be in good condition for the purpose of the City's obligations in terms of clause 1.6.4 and the City will have no further obligations in this regard. For the avoidance of doubt and notwithstanding anything to the contrary stated or implied elsewhere in this Property Use Agreement, the provisions of this clause 1.6.5 shall not have the effect of absolving the Operator from any of its obligations in terms of any prior written agreement with the City in respect of the City Depots and/or Staging Areas.
- 1.6.6 The City shall be entitled to call for a joint inspection of the Property prior to or on the Termination Date. The City shall notify the Operator not less than 7 Business Days prior to any such inspection of the time and date of the inspection, and which Property will be inspected. Should the Operator be unable to attend the inspection at the proposed time and date, it shall forthwith advise the City of alternate times and dates, as close to City's proposed date as possible, that it is available to undertake the inspection, and the City will re-schedule the inspection date on the suggested date or as close to Operator's proposed date as possible. The Parties undertake to co-operate with one another in this regard.
- 1.6.7 Should the Operator fail to respond to such request by the City, or fail to attend the inspection of the Property, the City shall inspect the Property within 7 Days after the Termination Date in order to make its own assessment of any damage or loss to the Property or Equipment which occurred during the period of this Property Use Agreement.
- 1.6.8 Any defects and/or damage found on the Property as contemplated in clause 1.6.6, fair wear and tear excepted and excluding the defects recorded in the Defects Report, or where the Operator's liability is expressly excluded in the Memorandum of Agreement, shall be for the Operator's account.

- 1.6.9 The City's Authorised Representative shall be entitled to inspect the Property subject to the provisions of clause 1.8.2. If, upon inspection, the City's Authorised Representative is of the view that certain material defects impacting the delivery of the Services require immediate attention, he shall advise the Operator in writing to reinstate the Property, at the Operator's cost, within 30 Days, to a condition satisfactory to the City.

Costs payable by the Operator

- 1.6.10 The Operator shall be liable for the costs of operating the Property, including Maintenance costs of operations specific assets, as set out in the Appendices, including all consumables and utility charges in respect of the Property. Such costs are included in the Fixed Cost payable to the Operator on a monthly basis.
- 1.6.11 The Operator shall procure that it is registered as the occupant and user of the Property with the City, prior to the Operational Commencement Date or if the Property has been handed over at a date earlier than the Commencement Date, then prior to such handover date.
- 1.6.12 The Operator shall pay, on the due date, directly to the supplier of utilities, all charges in terms of that supplier's monthly invoice with regard to water, electricity, sewerage, waste removal, central improvement district levies etc consumed on the Property and any other municipal services, excluding rates and taxes on immovable property.

Insurance

- 1.6.13 The Operator shall not do or fail to do anything which may render void or voidable any insurance policy in respect of the Property or any part of the Property or any other equipment supplied or cause an increase in the premiums of such policy unless done in the ordinary course of the Operator's business with reasonable care or with the prior written consent of the City.
- 1.6.14 The City shall be entitled to recover from the Operator on demand, the full amount of any increase in insurance premiums in respect of the Property or other equipment under the control of the Operator, where such increase is attributable to any act or omission of the Operator in terms of this clause or any other provision in this Property Use Agreement, provided that where such excess amount is payable in terms of any SASRIA cover or due to an Event of Force Majeure, such payment shall be made by the City.

Maintenance

- 1.6.15 The Operator shall only be responsible for the Maintenance of the Property as set out in the Specifications and in the O&M Manuals that are issued to the Operator at time of handover of the Property and in terms of this clause. Any repair or replacement necessitated as a result of gross negligence or abuse by the Operator shall be effected at the Operator's cost and the Operator shall not be reimbursed for such costs.
- 1.6.16 In the case of Fixed Equipment, Maintenance shall include such maintenance tasks as are required and communicated by suppliers to keep the Equipment in good working order, such as keeping Equipment dry and dust free, lubricated, and the like, not covered by other items where that is applicable, and similar handling, upkeep, operation and storage instructions, as well as all necessary scheduled maintenance, as contained in the O&M Manuals, as may be required to keep all warranties valid and enforceable;
- 1.6.17 Save as provided in 1.6.18 and 1.6.19, below, the Operator shall not be required or entitled to undertake any maintenance on equipment owned or supplied by third parties, including other *MyCiTi* Contractors, unless expressly instructed or permitted to do so, and only then in accordance with such instructions or permission. Should the City instruct the Operator to undertake such maintenance, the City shall reimburse the Operator for the reasonable cost of such maintenance. In circumstances where at the request of the Operator, the City permits the Operator to undertake such maintenance, the Operator shall bear the cost of such maintenance. Any failure by the relevant *MyCiTi* Contractor or third party to undertake maintenance or repair on such equipment which results in the Operator being unable to perform any of its obligations under the Memorandum of Agreement, shall not result

in the imposition of Penalties on the Operator pertaining to such non-performance. Without derogating from the generality of the foregoing, the Operator shall not maintain or repair nor may work on or interfere with the following:

- 1.6.17.1 ITS Equipment installed at the City Depots and maintained by the AFC:
 - 1.6.17.1.1 a rack with 2 switches;
 - 1.6.17.1.2 Related Wireless Infrastructure;
- 1.6.17.2 ITS Equipment installed at the City Depots and maintained by the Control Centre:
 - 1.6.17.2.1 a rack with a switch;
 - 1.6.17.2.2 a Depot Data Manager (DDM) Server;
 - 1.6.17.2.3 Related Wireless Infrastructure.
- 1.6.18 In respect of the items listed in Table C17 (a-d), 18 (a-d), 19 (a-d), 20 (a-b) of the Operational Specifications and the O&M Manuals, the Operator shall:
 - 1.6.18.1 during the period that any such items are under guarantee, manage the process of having maintenance and repairs carried out by engaging directly with the relevant supplier; or
 - 1.6.18.2 where the guarantee period has elapsed or the supplier fails to honour a guarantee, attend to repairs of all such items or as directed by the City. Where the City directs the Operator to repair or maintain the abovementioned items pursuant to the failure of a supplier to honour a guarantee, the Operator shall be entitled to claim the reasonable cost of such repair or maintenance from the City,
 - 1.6.18.3 supervise and accommodate the carrying out of major maintenance or repairs for which the Operator is not liable;
 - 1.6.18.4 perform preventative/scheduled maintenance from time to time as required in terms of the Operational Specification Schedule and/or the O&M Manuals.
- 1.6.19 The Operator shall effect all other repairs to and Maintenance of the Property as listed in Tables C17 (a-d), 18 (a-d), 19 (a-d), 20 (a-b) of the Operational Specifications and the O&M Manuals. The City shall be responsible for repair or replacement of the Property where the item in question is considered to have reached its lifespan and long-term preventative maintenance of buildings, walls, roofs, fencing and any other fixed structures contained in or on City Depots and Staging Areas (the "**Structures**"). However, any damage or loss to the Structures caused directly or indirectly by the Operator, (including its failure to secure the Property sufficiently to have reasonably prevented such damage or loss), its Employees or any service provider contracted by the Operator, shall be for the account of the Operator.
- 1.6.20 The Operator shall report to the City, within 1 Day of it being made aware, or within 48 hours of such date that it should reasonably have become aware, whichever occurs first, any maintenance required, as specified in clause 1.6.18.3.
- 1.6.21 The Operator shall, on a Quarterly basis, provide the City with a written report setting out all Maintenance undertaken in the previous Quarter.
- 1.6.22 The Operator shall, upon the Termination Date, vacate the City Depots and Staging Areas and remove all its own equipment and machinery (not paid for by the City), refuse or any other material and return the Property to the City in good order, fair wear and tear excepted and with no defects and/or damage other than those set out in the Defects Report.
- 1.7 **Security**
 - 1.7.1 The Operator shall provide adequate security services to maintain the safety of the Property, and the Vehicles (including the vehicles allocated to Another Operator) while parked or present at a City Depot or Staging Area.

- 1.7.2 For the avoidance of doubt, the Operator shall not be responsible for the security of the Vehicles while such Vehicles are in a Depot or Staging Area under the control of Another Operator.
- 1.7.3 The City shall be entitled to install closed-circuit television surveillance equipment (the "**City Surveillance Equipment**") at a City Depot or Staging Area and shall at all times be entitled to access to maintain such City Surveillance Equipment.
- 1.7.4 Should the Operator install further closed-circuit television surveillance equipment on the Property subject to the City's prior written consent, the Operator shall:
- 1.7.4.1 ensure that such equipment is compatible with the City Surveillance Equipment;
- 1.7.4.2 provide the City with a feed of such surveillance images, in real time, using the optical fibre cables provided by the City; and
- 1.7.4.3 upon termination of this Property Use Agreement, unless otherwise agreed between the Parties, be entitled to remove such equipment installed by it and shall be required to make good any damage arising from such removal.
- 1.8 Access to Property**
- 1.8.1 The Operator undertakes to allow the City or its Authorised Representative, free and unrestricted access to the Property as provided in this clause 1.8 and in the Memorandum of Agreement.
- 1.8.2 The Operator shall:
- 1.8.2.1 allow persons authorised by the City's Authorised Representative to access a City Depot or Staging Area during City Depot or Staging Area operating hours without notice or at any other time as agreed by the Operator, for purposes of inspections of Vehicles on the ready line, to verify reasonable utility costs or for such other purpose where spot checks outside office hours are reasonably required by the City;
- 1.8.2.2 allow persons authorised by the City's Authorised Representative to access a City Depot or Staging Area for purpose of an inspection regarding Depot maintenance only during office hours without notice or at any other time as agreed by the Operator;
- 1.8.2.3 allow persons authorised by the City's Authorised Representative access to a City Depot or Staging Area for all other operational purposes, work or for scheduled maintenance on 24 hours' notice or such shorter time as agreed between the Parties;
- 1.8.2.4 allow persons authorised by the City's Authorised Representative access to a City Depot or Staging Area for purposes of attending to an emergency at any time without notice,
- and the Operator shall take all necessary steps to allow the City or its Authorised Representatives access to the Property, as provided in this clause subject to the City's compliance with reasonable health and safety, ISO9001 and other statutory requirements and using all reasonable endeavours to minimise interference to the Operator's business.
- 1.8.3 The Operator shall, at all times, maintain control over access to the Property, which shall include, but shall not be limited to, supervising access points to ensure that access to the Property is granted only to the Operator or any Other Operator entitled to such access as directed by the City, its employees, the City or its Authorised Representatives.
- 1.8.4 Notwithstanding anything to the contrary stated or implied above and subject to the provisions of the Memorandum of Agreement, the Operator shall provide the Other *MyCiTi* Contractors with reasonable access to the Property as may be required to ensure the efficient and effective operation of the IRT System. Should the Operator make the Property available to the relevant *MyCiTi* Contractor as aforementioned, any Penalties which may become applicable in respect of missed Trips, due to the fault of any Other *MyCiTi* Contractors, such Penalties shall not be imposed on the Operator.
- 1.9 Reasonable assistance and co-operation (and allocation of responsibilities)**

- 1.9.1 The Operator acknowledges that the City shall be entitled to instruct the Operator to make the Property or portions of the Property available for use by Other Operators from time to time and the Operator shall provide such reasonable assistance and co-operation to the Other Operators in relation to access to and use of the Property. Such use of the Property by Another Operator shall be charged at the costs set out in the Depot Sharing Costs Agreement, solely for the purpose of recovering the costs incurred by the Operator in respect of such use.
- 1.9.2 Where the Operator shares space and facilities with Another Operator, it shall use its best endeavours to establish and agree an amicable mechanism of sharing such space and facilities. In determining an agreed ratio for allocating shared space and facilities, the Operator shall take into consideration the relative size of the Fleet of the relevant Other Operators.
- 1.9.3 The Parties confirm that the allocation of responsibilities shall accompany the granting of use rights by the City to the Operator, and in particular that this Agreement shall be subject to specific use rights being granted by the City and the appropriate allocation of responsibilities towards the operational, running costs within the depot including but not limited to utilities (water, electricity, sewerage, waste removal, etc).
- 1.9.4 The recordal of those allocations and responsibilities, which shall be prepared by the City, shall constitute the Depot Cost Sharing Annexure to this Agreement, which shall be prepared subject to the use rights being granted under the Municipal Asset Transfer Regulations, and the necessary approval processes by the Council of the City of Cape Town.
- 1.9.5 For the avoidance of doubt, the Operator shall at all times be responsible for the due performance of its obligations in terms of this Property Use Agreement, notwithstanding that the Property is utilised by Another Operator either in an area of a City Depot or Staging Area designated specifically for Another Operator or anywhere within a City Depot or Staging Area.

1.10 **General obligations**

- 1.10.1 The Operator shall take all necessary precautionary measures to prevent damage or loss to any buildings or moveable property situated or held at a City Depot and/or Staging Area and/or forming part of the Property.
- 1.10.2 The Operator shall keep the Property in a clean and hygienic condition at its own cost and to the satisfaction of the City and shall not leave refuse or allow it to accumulate in or about the Property, except in refuse bins, which the Operator shall place on boundary locations at the City Depots and Staging Areas. The Operator shall not obstruct access to or use of the Property by any person who is authorised to have access to or use of the Property.
- 1.10.3 The Operator shall not remove any component, appurtenance, fixtures and/or fittings from the Property without the prior written consent of the City.
- 1.10.4 The Operator shall not bring to or place on the Property any article that, due to its weight or other characteristics will cause damage to the Property or any movable property thereon.
- 1.10.5 The Operator shall obtain all authorisations, licences and permits necessary to lawfully use the Property for the purposes envisaged under this Property Use Agreement and shall provide proof to the City of such authorisations, licences and permits within 7 Days after the issuing thereof.

Relocation

- 1.11 The City shall be entitled to change the allocation of City Depots and/or Staging Areas, as the case may be, pursuant to consulting with the Operator.
- 1.12 To the extent that the Operator is obliged to fit out a new City Depot and/or Staging Area, such depot shall be fitted out at the cost of the City in terms of the specifications to be agreed by the Parties.
- 1.13 Should the City require the Operator to relocate to another City Depot and/or Staging Area, the reasonable relocation costs shall be borne by the City.

L.2 Alterations and improvements

- 2.1 The Operator shall not effect alterations, improvements, modifications or structural changes to the Property without the City's prior written consent and only upon such conditions as the City may impose.
- 2.2 Should the Operator, with or without the City's consent, effect any alterations, improvements, modifications or structural changes to the Property and should the City not require that the Property be restored to its original condition, the Operator shall have no claim against the City for the cost of any such alterations, improvements, modifications or structural changes.
- 2.3 Should any alterations, modifications, structural changes or improvements to the Property by the Operator (subject to obtaining the City's prior written consent) directly or indirectly cause a defect in or damage to the Property, the rectification or repair thereof shall be solely for the Operator's account.

L.3 Indemnities

- 3.1 The Operator shall have no claim against the City for any loss, damage, death or injury suffered by the Operator, its agents, contractors or Employees directly or indirectly caused by:
 - a. the installation of any signage and/or alterations, improvements, modifications, structural changes made in terms of clause L.2 above;
 - b. any failure or suspension of, or any interruption in, the supply of water, electricity, air-conditioning, heating or any other amenity (unless caused by an act or omission of the City in which event the Operator shall be entitled to claim);
 - c. any interruption of, or interference with, the use or occupation of the Property.

L.4 Damage or destruction

- 4.1 If there is partial destruction or damage to the Property or any portion thereof and the City decides to engage in reconstruction, renovation or rebuilding of the Property, the City shall be entitled to temporarily suspend this Property Use Agreement or require the Operator to use that portion of the Property unaffected by such reconstruction and the City shall endeavour to complete such reconstruction within the shortest possible time period.
- 4.2 If the Property is completely destroyed or damaged to the extent that the Operator is unable to utilise the Property as contemplated in this Property Use Agreement, fully or partially, the City shall, within a reasonable period of time, provide the Operator with alternative premises which in the City's opinion is suitable for the rendering of the Services, notwithstanding the provisions of the Operational Specifications or this Property Use Agreement.

L.5 Assignment

- 5.1 The Operator shall not cede, assign, delegate or transfer its rights and/or obligations in terms of this Property Use Agreement, or any part thereof, or any benefit or interest therein, to any third party without the prior written consent of the City.
- 5.2 The Parties record and agree that, where the City provides such prior written consent, the Operator shall be entitled to allow access to and use of the Property or a portion thereof, as the case may be, subject to the following conditions that:
 - a. any third-party access agreement in relation to the Property concluded between the Operator and a third party shall terminate on the Termination Date;
 - b. the purpose for such access and use by a third party is pre-approved by the City;
 - c. the City shall be entitled to all income derived from any such access and use by a third party to the Property, which income shall be paid to the City by the Operator on the 10th Business Day of every Month;
 - d. such third-party access agreement shall comply with all Applicable Law and shall be capable of review and amendment by the City; and

e. the Operator shall remain liable for its obligations in terms of this Property Use Agreement.

L.6 General

Save in respect of clause 84 (Assignment), the provisions of clauses 55 (Force Majeure), 57 (Breach and Termination), 58 (Dispute Resolution) and Part M (General) of the Memorandum of Agreement shall apply mutatis mutandis to this Property Use Agreement.

Signed aton this.....day of

Witness

for **The City of Cape Town**

.....

.....

duly authorised and warranting such authority

Signed aton this.....day of

Witness

for **Service provider /contractor**

.....

.....

duly authorised and warranting such authority

ANNEXURE E – PRO-FORMA VEHICLE LOAN AGREEMENT

Reallocation and handover agreement between

.....
("the Operator")

And

.....
(Second Party)

In favour of the City of Cape Town ("the City")

WHEREAS the City has contracted with the Operator (the Transferring Operator) to provide Services in respect of the roll-out of public transport services and has transferred City vehicles to the Operator for the performance of such Services;

WHEREAS the Second Party (the Receiving Operator) has been contracted to provide other relevant Services to the City for the purpose as described below, using the City vehicles that the City has provided to the Operator;

WHEREAS the City requires the Operator to make the City vehicles available to the Second Party for the purpose of

WHEREAS the City has effected and maintains full comprehensive vehicle insurance of City vehicles ("**Insurance**") and the Operator is liable to pay any excess payments payable in respect of a claim under the Insurance made in respect of City vehicles while such vehicles are in the control of and being operated by the Operator;

WHEREAS the City shall from time to time issue a Service Notice outlining the anticipated duration whereby a handover of City vehicles must take place between each Operator, and the basis upon which handover must take place;

NOW THEREFORE the parties hereby agree and record the following:

1. The City and the Operator have concluded a Vehicle Operating Agreement wherein obligations and responsibilities have been assigned. In particular, ownership of the Vehicles remains vested with the City, and the City in its sole discretion from time to time may make operational determinations that may impact the assignment and use rights of the Vehicles between the different operators, and across different phases of the MyCiTi.
2. The City shall be entitled, by way of a Service Notice, to allocate or re-allocate an appropriate number of City vehicles to the Operator and/or any other Operator, or to require the Operator to transfer City vehicles to any Other Operator or vice versa.
3. Under this agreement, and in accordance with the provisions of the Vehicle Operating Agreement, the Party receiving vehicles shall be known as the "Receiving Operator" and the Party transferring vehicles shall be known as the "Transferring Operator".
4. The Parties affirm that they shall fully cooperate and reasonably endeavour to fulfil the obligations and responsibilities as outlined in the respective Service Notice that may be issued by the City, and wherein the compliance time period shall be outlined in the respective Service Notice.
5. The broader terms and principles for the handover shall be governed by the following principles, and which are supplemented in the respective Vehicle Operating Agreement, and shall be further outlined in the respective Service Notice as issued by the City from time to time:

- 5.1. The contemplated transfer or reallocation by the City from time to time will be made in accordance with the underlying operational requirements of the MyCiTi and may necessitate reallocations or transfers within the same phasing of the system and/or alternatively other phases as the MyCiTi from time to time, and as determined in the sole discretion of the City.
- 5.1.1. The Transferring Operator shall ensure that any City vehicle selected for transfer shall be, subject to fair wear and tear, in a good state of repair, both in relation to its chassis and its body and shall have kilometrage similar to the average kilometrage of all City vehicles then in the possession of the Transferring Operator. If the Operator is unable to comply in relation to a particular selected City vehicle, it shall provide a City vehicle of similar kilometrage to that of the selected City vehicle subject always to such City vehicle being in a good state of repair.
- 5.1.2. As part of the handover of City vehicles process, a handover form shall be duly completed prior to any such handover outlining the condition and status of the relevant City vehicles in order to appropriately assign responsibility for any specific work that may be required, and to assign responsibility to the respective Operator accordingly.
- 5.1.3. This includes an inspection of the relevant City vehicle (including the tyre thread of the City vehicle) by the Transferring Operator, the Receiving Operator, and the City, where applicable and identification of issues requiring repair.
- 5.1.4. The Transferring Operator shall be obliged to attend any repairs identified, insofar as they are contractually the responsibility of the Transferring Operator, as speedily as is reasonably possible.
- 5.1.5. The handover of vehicles from one Operator to another, as determined and instructed by the City by way of a Service Notice, shall also stipulate the anticipated period for the handover of vehicles, and the respective handover shall not be on a daily basis but shall be aligned to the respective period stipulated in the Service Notice as issued by the City from time to time.
- 5.1.6. The Receiving Operator shall record all items requiring repair on the relevant City vehicle and to the extent that the Receiving Operator repairs such City vehicle, it shall be entitled to claim the cost of such repair from the City, provided that the City pre-approves such cost in writing.
- 5.1.7. Where the City approves such costs, it shall be entitled to recover such amount from the Transferring Operator and apply set-off in respect thereof, against any future payments due to the Transferring Operator.
6. The Parties accept the terms of this agreement shall not derogate or limit the City's rights and the overarching principle of reallocation or transfers of the Vehicles from time to time shall be vested with the City, in its sole discretion and at any time during the term of this Agreement, to re-allocate Vehicles between the Operator and any other MyCiTi Operator, and, for purposes of this Agreement.
- 6.1.1. Where the City wishes to instruct a re-allocation of Vehicles, it shall do so by issuing a Service Notice to the relevant Operators, within the time period prescribed in Agreement.
- 6.1.2. The Service Notice shall, amongst other things, specify the intended date on which the Vehicles are to be physically transferred or handed over (the "Re-Allocation Date").
- 6.1.3. Forthwith after the issuing of the relevant Service Notice by the City, directing a re-allocation of Vehicles, the Transferring Operator and the Receiving Operator shall, in the presence of an Authorised Representative of the City, conduct a joint inspection of the relevant Vehicles to record the condition thereof and to identify any defects (fair wear and tear excepted) requiring repair.
- 6.1.4. The City shall identify the specific Vehicles to be re-allocated and advise the Operator accordingly in writing.
- 6.1.5. The Transferring Operator must ensure that all such Vehicles selected for re-allocation, are in a good state of repair, both, in relation to their chassis and body and that such Vehicles do not have excessive mileage relative to the average mileage of all Vehicles then in the possession of the Transferring Operator.

- 6.2. The Transferring Operator shall be obliged to repair any defects identified as soon as possible after the joint inspection (but in any event, by no later than the date stipulated therefor in the Service Notice), and which must be properly and timeously reported to the City on at least a quarterly basis each year.
- 6.3. Notwithstanding the foregoing, the City shall be entitled to instruct the Receiving Operator to repair any identified defects itself. In such instance, the Receiving Operator shall be entitled to claim the cost of repairs from the City, provided that such costs are approved by the City in writing, before they are incurred.
- 6.4. The City shall be entitled to recoup the costs of repairs carried out by the Receiving Operator, directly from the Transferring Operator, whether by applying set-off or otherwise.
- 6.5. The Receiving Operator shall be responsible for all Vehicles received by it pursuant to a re-allocation by the City.
- 6.6. The Receiving Operator must ensure that all such Vehicles are properly maintained in compliance with the provisions of this Agreement and in particular.
- 6.7. The Receiving Operator shall reimburse the Transferring Operator for the Vehicle licence fees of all re-allocated Vehicles, paid in respect of any period extending beyond the Re-Allocation Date (or where the Re-Allocation Date is not so specified, the actual date of physical transfer of the Vehicles) (the "Excess Period"), provided that, the Transferring Operator:
 - 6.7.1. shall be entitled to claim only in respect of the pro-rata portion of the Vehicle licence fees covering the Excess Period; and
 - 6.7.2. must invoice the Receiving Operator for such reimbursements, within 6 months (or such other reasonable period as determined by the Service Notice as issued by the City at the time) after the Re-Allocation Date or the actual date of physical transfer of the Vehicles, as the case may be), failing which, any claim for reimbursement shall lapse.
- 6.8. The Receiving Operator shall only be allowed to put a re-allocated Vehicle into service once it is in possession of the applicable, valid Operating Licence.
- 7. The Transferring Operator and the Receiving Operator shall co-operate with each other and do all things necessary to ensure that the relevant Vehicles are capable of being transferred and received without delay and shall comply with all Protocols or any standard operating procedures issued by the City from time to time in relation to the handing over and transfer of Vehicles.
- 8. The time periods relevant for the reallocation and the assignment of responsibilities between the Parties shall be outlined in the respective Service Notice as issued by the City from time to time.

Signed aton this.....day of 20

Witnesses:

1. _

2. _____

Transferring Operator

Signed aton this.....day of20

Witnesses:

1. _

2. -

Receiving Operator

ANNEXURE F – PRO-FORMA COOPERATION AGREEMENT

.....
 ("Operator")
 and

.....
 ("Advertising Management
 Contractor")

Note to Operator: This document is prepared as a pro-forma to indicate the Co-Operation Agreements that may be concluded between the Operator and identified third parties by the City for purposes of ensuring consistent and ongoing cooperation between the Operator and any City of Cape Town service providers that will be identified from time to time.

1. Interpretation and Definitions

- 1.1 In this Co-operation Agreement, unless inconsistent with, or otherwise indicated by the context:
- 1.1.1 **"Advertising Management Agreement"** means an agreement concluded between the City and the Advertising Management Contractor pursuant to tender no 493C/2010/11;
 - 1.1.2 **"City"** means the City of Cape Town, a metropolitan municipality of Civic Centre, 12 Hertzog Boulevard, Cape Town, or its successor-in-title or assigns;
 - 1.1.3 **"Co-operation Agreement"** means this co-operation agreement;
 - 1.1.4 **"Memorandum of Agreement"** means the agreement entered into between the Operator and the City in and during 2013 for the provision of public transport and other services in relation to the MyCiTi Project.
 - 1.1.5 **"MyCiTi Infrastructure"** means the vehicles, depots, stops and staging areas used by the Operator for the provision of the services for the MyCiTi Project;
 - 1.1.6 **"MyCiTi Project"** means the City's Integrated Rapid Transport system;
 - 1.1.7 **"Operator"** means [insert name of Operator] Proprietary Limited, registration number [insert registration number] appointed by the City to operate the IRTProject;
 - 1.1.8 **"Parties"** means the Operator and the Advertising Management Contractor; and
- 1.2 Unless inconsistent with the context, the words and expressions defined in the Advertising Management Agreement entered into between the City and the Advertising Management Contractor, where they appear in this Co-operation Agreement, have the same meaning.

2. Recordal

- 2.1 The City and the Advertising Management Contractor have entered into the Advertising Management Agreement.

- 2.2 The Operator has entered into the Memorandum of Agreement with the City for provision of public transport and other services.
- 2.3 The Parties have agreed to co-operate for purposes of fulfilling their obligations in terms of the Memorandum of Agreement and the Advertising Management Agreement, respectively.
- 2.4 The Advertising Management Contractor shall provide the Operator with reasonable notice, requesting access to the relevant MyCiTi Infrastructure for purposes of erecting, installing, maintaining and/or repairing advertisements on various advertising sites including any necessary maintenance thereof.
- 2.5 The Operator shall ensure that the MyCiTi Infrastructure is available, and that reasonable access is granted to the Advertising Management Contractor and its duly authorised representatives, employees or sub-contractors.
- 2.6 Upon completion by the Advertising Management Contractor of its obligations in terms of the Advertising Management Agreement, the authorised representatives of the Parties shall record any damage caused to the MyCiTi infrastructure while under the management and control of the Advertising Management Contractor or its employees, contractors and/or agents.
- 2.7 The Operator shall be obliged to repair any such damage caused by the Advertising Management Contractor to the MyCiTi Infrastructure and recover such costs incurred directly from the Advertising Management Contractor.
- 2.8 The Operator shall be obliged to ensure that the cost of necessary repair to the MyCiTi Infrastructure is reasonable. In amplification hereof, the Operator shall submit two quotations to the Advertising Management Contractor prior to making any repairs to the damaged MyCiTi Infrastructure and the parties shall reach agreement on the final cost thereof. All repairs to the MyCiTi Infrastructure shall be conducted only by such contractors pre-approved by the City.
- 2.9 In the event that the Parties fail to agree on the quotations submitted in terms of 2.8 above or any dispute arises from the submission of the quotations within 7 days of submission, such dispute shall be referred to the City for final determination. In this regard, the City shall act as arbitrator and not mediator and its decision shall be final and binding on the Parties.

Signed aton this.....day of.....

Witness

for Operator

.....

.....
duly authorised and warranting such authority

Signed aton this.....day of.....

Witness

for Advertising Management Contractor

.....

.....
duly authorised and warranting such authority

C.7 GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
 - 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services that are ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall

take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the supplier for similar services.

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall

have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the Parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly

notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the Parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2023/24

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (*Supplier’s Insurance Broker*)

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year	Month	Sheet 1 of							
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)	
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
0											0 R	-	
Declared by Contractor or Vendor to be true and correct:				Name				Signature					
				Date									
Received by Employer's Agent / Representative:				Name				Signature					
				Date									

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R40,000,000.00 per contract area

Amount in words: Forty Million South African Rands

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no ...and such amendments or additions to the contract as may be agreed in writing between the Parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Guarantee/Performance Security is restricted to the payment of money.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in accordance with this Guarantee, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.
8. Payment by the Guarantor in accordance with this Guarantee shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit, and the Guarantor shall not have the right to claim his release from this Guarantee/Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of

2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.

- 12. This Guarantee/Performance Security, with the accompanying notices by the CCT claiming such amounts from the Performance Guarantee, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the Parties.

"Plant and materials" mean: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the CCT has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

- 5.1 *the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or*
- 5.2 *a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and*
- 5.3 *The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.*
- 6. *It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.*
- 7. *Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.*
- 9. *The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit, and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.*
- 10. *The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.*
- 11. *This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.*
- 12. *This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.*
- 13. *Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.*

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure E - Approved Financial Institution as at 28 February 2023:

1.1 National Banks

ABSA Bank Limited
FirstRand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment
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1. Contract Price Adjustment will be paid in terms of **Annexure C** (the Contract Price Adjustment Schedule) annexed to **the Agreement** (Special Conditions of Contract) and will apply to all rates except Provisional Sums.
2. The Base Month for purposes of escalation will be the month prior to when the tender closes.
3. The rates will be escalated from the Base Month on a monthly basis and claimed in the invoices.
4. A pro-forma invoice template, containing formulas to calculate the monthly escalation, is provided in **Annexure A** annexed to **the Agreement** (Special Conditions of Contract).

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.

Schedule F.3: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? **(Please mark with X)**

YES		NO	
-----	--	----	--

If YES, submit audited annual financial statements:

- (i) For the past three years, or
- (ii) Since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? **(Please mark with X)**

YES		NO	
-----	--	----	--

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? **(Please mark with X)**

YES		NO	
-----	--	----	--

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? **(Please mark with X)**

YES		NO	
-----	--	----	--

If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true, correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 90/10 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 90/10 PREFERENCE POINT SYSTEM

A maximum of 90 points is allocated for price on the following basis:

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

- Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [Tick applicable box]

- 4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)
--

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty-six (36) months.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Position occupied in the Company (director, trustee, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars: _____

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
 3.15.1 If yes, furnish particulars: _____
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
 3.16.1 If yes, furnish particulars: _____

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true, correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

 Signature
 Print name: _____ Date
 On behalf of the tenderer (duly authorised)

- ¹MSCM Regulations: "in the service of the state" means to be –**
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) an executive member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule F.6: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. **(Please mark with X)**

YES		NO	
-----	--	----	--

1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. **(Please mark with X)**

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the CCT, please contact the following:

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true, correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members/shareholder entities, if any, have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members/ shareholder entities listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members/ shareholder entities listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the tenderer or any of its directors/members/shareholder entities convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		

Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true, correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract,, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true, correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the CCT of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.9: Certificate of Independent Tender Determination
--

I, the undersigned, in submitting this tender number **142S/2024/25** and tender description: PROVISION OF MYCITI PHASE 1: STAGE 2 PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE TOWN in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of tenderer) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule F.11: List of Other Documents Attached by Tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.13: Information to be provided with the tender

The following information shall be provided with the Tender:

Schedule F13A: Track record operating public transport services.

Schedule F13B: Number of motor vehicles operated.

Schedule F13C: Performance operating public transport services.

Schedule F13D: Membership of RTMS or ISO 9001

Schedule F13E: Contract transition plan and programme

Schedule F13F: Proof of performance security / guarantee.

Schedule F13G: Tenderer's ownership and contracting structure.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule F.13A: Track record operating public transport services

The Tenderer is referred to Section 2.2.1 (specifically clause 2.2.1.1.4 on page 10) and shall insert in the spaces provided below details of previous and relevant experience of the tendering entity. If the Tenderer wishes to list additional experience / projects, then a copy of the relevant schedule or an annexure can be attached and should be clearly indexed or referenced.

Item	Description of transport services provided / Contract details	Bus rapid transit (Y / N)	Client	Service commencement date (Indicate month and year)	Service end date (Indicate month and year)	Total operational fleet size	Contactable reference (Name and email address or telephone number)
1.							
2.							
3.							
4.							
5.							

Item	Description of transport services provided / Contract details	Bus rapid transit (Y / N)	Client	Service commencement date (Indicate month and year)	Service end date (Indicate month and year)	Total operational fleet size	Contactable reference (Name and email address or telephone number)
6.							
7.							
8.							
9.							
10.							

SIGNED ON BEHALF OF TENDERER:

Schedule F.13B: Number of motor vehicles operated.

The Tenderer is referred to Section 2.2.1 (specifically clause 2.2.1.1.4 on page 10) and shall insert in the spaces provided below details of the size of the current vehicle fleet operated for public transport services. If the Tenderer wishes to list additional information, then a copy of the relevant schedule or an annexure can be attached and should be clearly indexed or referenced.

Number of vehicles currently or previously operated by the Tenderer that are licenced to carry more than 35 people (including the driver).

Item	Vehicle type (OEM name and model)	Number of passengers licenced to carry	Number of buses currently in fleet.	Vehicle ownership (current registered vehicle owners)
1.				
2.				
3.				
4.				
5.				

Item	Vehicle type (OEM name and model)	Number of passengers licenced to carry	Number of buses currently in fleet.	Vehicle ownership (current registered vehicle owners)
6.				
7.				
8.				
9.				
10.				

SIGNED ON BEHALF OF TENDERER:

Schedule F.13C: Performance operating public transport services

The Tenderer is referred to Section 2.2.1 (specifically clause 2.2.1.1.4 on page 10) and must provide a completed and signed reference from a Contracting Authority or Client for whom the Tenderer has operated a public transport service.

Where the Tenderer is submitting as a joint venture, consortium or partnership, at least **one reference per entity must be provided**, the scoring of which will be a weighted average. In this case, additional copies of the completed template below must be appended to this schedule.

Please note that this schedule must be signed by a senior person responsible for the Public Transport Services (or such equivalent person, which grading or ranking may be reviewed by the City to determine appropriateness of the signed template and that such person has sufficient authority to make such reference) within the contracting authority / client, or his/her delegate.

Reference to be completed by a Contract Authority or Client.	
Please provide the following information relevant to the performance provided by the following company.	
Name of Company being rated:	
Please rate the performance of the Company by providing a <u>score out of 10</u> for each of the following questions.	
Note: Company performance rating should be based on the following scoring system:	
Poor performance = score 1-3.	
Acceptable performance = score 4-5.	
Good performance = score 6-7.	
Very good performance = score 8-9.	
Excellent performance = score 10.	
Performance Aspects	Score
Q1: Did the company provide a punctual and reliable service? Aspects to consider include on-time performance record of the services (especially during peak hours), and consistency in maintaining a regular schedule.	
Q2: Was safety maintained at acceptable levels? Aspects to consider include historical accident rate, the condition and regularity of maintenance of buses and facilities, and driver training and behaviour.	
Q3: Was the level of customer service satisfactory? Aspects to consider include the cleanliness of buses and facilities, friendliness and professionalism of staff, and complaint resolution.	
Q4: Did the company provide a comfortable and accessible (ie easy to use) service? Aspects to consider include the quality and comfort of the buses, including seating, air conditioning, and amenities, and ease of boarding and alighting.	
Q5: Did the company adhere to the terms of the contract / agreement? Aspects to consider include breach of contract, non-performance, discontinuation of services as a result of contractual non-performance.	
Average score	
The City reserves the right to request further information regarding the above answers and may contact the referee for further information.	

Other comments:		
Declaration: I hereby declare that the information submitted is an accurate reflection of my view as at the date of signature of this document.		
Name:	Cell number:	Email:
Position in Organisation:#		
Name of Organisation:		
Signature:		
Date:		

SIGNED ON BEHALF OF TENDERER:

Schedule F.13D: Membership of RTMS or ISO 9001 certification

The Tenderer is referred to Section 2.2.1 (specifically clause 2.2.1.1.4 on page 10) and must provide proof of current membership of the Road Transport Management System (RTMS) or proof of ISO 9001 certification, or evidence that an application for membership / certification has recently been made. This approval / certification must apply to the primary bidding entity only and is to be attached to this schedule or provided to the City prior to City as provided for in the Agreement.

SIGNED ON BEHALF OF TENDERER:

Schedule F.13E: Contract transition plan and programme

The Tenderer is referred to Section 2.2.1 (specifically clause 2.2.1.1.4 on page 10) and must attach a rational and implementable contract transition plan to this schedule, indicating how they propose that the transition from the current to new Contract can be achieved, and the minimum period required to successfully achieve this transition.

At a minimum, the plan must address how the transfer of buses, depots (including all assets within the depots) and labour will be managed and should include, but not be limited to:

- Operational administration:
 - Preparation of all operational documentation, including duty rosters, required for the effective operation of services.
- Depot:
 - Fixed infrastructure and assets, ensuring that the condition is adequately recorded, and any repairs required communicated and agreed to with the City.
 - All office and workshop furniture, fixtures, and equipment (FF&E) required for operations is in place at the Service Commencement Date. This includes all communication systems such as internet.
 - Appropriate security of the depot from the Service Commencement Date.
- Labour:
 - Transfer of applicable staff from an entity or entities.
 - Any staff training that may be required, including but not limited to route familiarisation, product training, and compliance training.
- Fleet:
 - Buses, ensuring that the condition is recorded, and any repairs required communicated and agreed with the City.
 - Preparation of a service and maintenance roster for a short period from the Service Commencement Date to prevent a potential service backlog.

SIGNED ON BEHALF OF TENDERER:

Schedule F.13F: Proof of performance security / guarantee

The Tenderer is referred to Section 2.2.1 (specifically clause 2.2.1.1.6 on page 13) and must provide proof from an approved financial institution (listed in **Annexure E** to the Tender), confirming that, should the Tenderer be awarded the Contract, the financial institution will provide the tenderer with a performance security / guarantee in the amount of **R 40 million per contract area**.

The letter of confirmation must indicate that the performance security will be furnished strictly in accordance with the terms and conditions set out in the Form of Performance Security/ Guarantee provided in **Annexure C** to the Tender.

SIGNED ON BEHALF OF TENDERER:

Schedule F.13G: Tenderer’s ownership and contracting structure

The bidder is referred to Section 2.2.1 (specifically clause 2.2.1.1.7 on page 13) and must provide a detailed and complete ownership and contracting structure of the bidder’s project entity attached to this schedule that must comprise:

- A complete structure chart or organogram which must show ownership up to the ultimate beneficial owner for every entity/person in the structure;
- An organogram showing the staffing structure, including staff job titles, number of staff required per role and which payment item their cost is accounted for (ie Fixed costs, vehicle fixed costs or per km rate etc);
- Description of classes of shares and number of shares held or to be held by each shareholder;
- Copy of Memorandum of Incorporation and shareholders’ agreement (if any) of the project entity of the project entity;
- Names, identity numbers or registration numbers of all shareholders, participants, parent entities (direct and indirect);
- Details of all directors, trustees, and equivalent for every entity/person in the structure; and
- Changes to shareholding and amendments to directorships subsequent to the award of the Tender require the City’s prior consent (and which is further outlined in the Agreement to be concluded between the City and the preferred bidder); and
- Details of how the operator will be financially ring-fenced.

With reference to “ring-fencing” whilst it is a commercial term with no precise definition, for purposes hereof it is generally techniques or methods used to separate and protect the business of one company or entity within a corporate structure. The degree of separation depends on the statutory terms, and in accordance with Regulation 5(2) published under National Land Transport Act, an operator is financially ring-fenced for purposes of the tendered service if –

- the business of the tendered services is to be conducted separately from that of another entity or undertaking or any other organisation or any other business undertaking;
- the operator keeps separate accounting records, in accordance with generally recognised accounting practice and procedures, of its assets, liabilities, income, expenditure, profits and losses in relation to the tendered services;
- the operator's undertaking is financially sustainable in terms of its financial statements; and
- the operator in bidding for the tendered service has no unfair advantage as regards access to financial or other support or resources from any organ of state, unless such advantage is part of a scheme which applies generally to all bidders, approved by the contracting authority to protect or advance public transport operators disadvantaged by unfair discrimination.

Although Regulation 5 published under the National Land Transport Act does not stipulate in express terms that the business of the operator’s undertaking must be conducted in a separate legal entity or special purpose vehicle, in addition, the tenderer is required to conduct the tendered service in a separate legal entity, distinct from any other business that the tenderer or related company also conducts. A signed undertaking that the tenderer will operate the tendered services within a separate legal entity will comply with requirements of this section and Regulation 5 of the National Land Transport Act.

SIGNED ON BEHALF OF TENDERER:

Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

**GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)**

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0	0
---	---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	0	1
---	---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receiving machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

**GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)**

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0	0
---	---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	0	1
---	---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.