


TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 153

TENDER NO: 244S/2022/23

**MAINTENANCE AND OPERATIONAL SUPPORT OF THE MYCITI ADVANCED PUBLIC
TRANSPORT MANAGEMENT SYSTEM (APTMS)**

**CONTRACT PERIOD: FROM THE DATE OF COMMENCEMENT UNTIL 31 DECEMBER 2024 WITH
THE OPTION TO EXTEND UP UNTIL 30 JUNE 2026**

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 6 March 2023

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 148

TENDER FEE: **R200** Non-refundable tender fee payable to City of Cape Town (CCT) 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	
TRADING AS (if different from above)	

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 CITY OFFICIALS AT TENDER OPENING
1
2
3

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	03/02/2023
SITE VISIT/CLARIFICATION MEETING	:	Friday, 17 February 2023 from 10:00-12:00 Not compulsory, but strongly recommended
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Online via Skype https://meet.capetown.gov.za/taryn.hector/7C07JJPd
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 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. 244S/2022/23: MAINTENANCE AND OPERATIONAL SUPPORT OF THE MYCITI ADVANCED PUBLIC TRANSPORT MANAGEMENT SYSTEM (APTMS)" , the tender box No. 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.

CCT TENDER REPRESENTATIVE

[Name: Taryn Hector

Email: TarynLynn.Hector@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'

The details of this are contained in the tender document.

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

By submitting a tender to the City of Cape Town, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- 1.1. 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;
- 1.2 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;
- 1.3 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;
- 1.4 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-contractors' 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;
- 1.5 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);
- 1.6 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
- 1.7 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.

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

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

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

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 the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the 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 by its Director: Supply Chain Management or his nominee.

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 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) the parties are unable to negotiate market related pricing.

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 tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint a single tenderer for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be from the date of commencement until 30 June 2024 with the option to extend up until 30 June 2026.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

2.1.5.3 Nomination of Alternative Bidder

Alternative Bidder means a bidder, identified 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 alternative bidder in terms of the procedures included its SCM Policy.

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 City of Cape Town 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 City, 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 City 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, 3 of 2000 and Promotion of Access to Information 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, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

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, 2013 (POPIA).

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's

Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers assurance provider and Appeal Authority.

2.1.7 City of Cape Town 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 City of Cape Town'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 City of Cape Town'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. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to 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 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 to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- 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 to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules 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 to be completed);
- g) The tenderer (including any of its 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, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its 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

Not applicable.

2.2.1.1.4 Minimum score for functionality

Not applicable.

2.2.1.1.7 Provision of samples

Not applicable to this tender.

2.2.1.1.8 Relevant project experience

In order to be declared responsive, the tenderer must have the relevant project experience in **all three** of the fields ((a) to (c)) as outlined below:

- a) Implementation, commissioning and/or maintenance of at least **one** Advanced Public Transport Management (APTMS) System. The value of this project must have exceeded R5 million. Implementation and commissioning must have been completed. For maintenance only projects the duration must have been more than 1 year.
- b) Implementation, commissioning and/or maintenance of at least **two** Information and Communications Technology (ICT) related projects. The value of each of these projects must have exceeded R5 million. Implementation and commissioning must have been completed. For maintenance only projects the duration must have been more than 1 year.
- c) Implementation, commissioning and/or maintenance of at least **two** CCTV projects related to Safety and Security Surveillance. The value of each of these projects must have exceeded R5 million. Implementation and commissioning must have been completed. For maintenance only projects the duration must have been more than 1 year.

It is accepted that the main tenderer will not have all the required project experience. A signed undertaking from a specialist sub-contractor having the required experience, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contract agreement, will be acceptable. The experience of sub-contractors can be used to illustrate compliance with the above minimum requirements. **However, the main tendering entity must at least have actual experience in one of the above fields of work ((a) – (c)).**

The tenderer is further referred to Clause 2 of Schedule 3: Preference Schedule regarding sub-contracting.

The work experience presented in compliance with the above must be that of the tendering entity, or sub-contracting company and not of key staff members whom they intend to second for the project.

Tenderers must complete Schedule 14A: Schedule of work experience of tenderer.

2.2.1.1.9 Key personnel

In order to be declared responsive, the tenderer must have the following minimum key personnel in its permanent employment at the close of tender and throughout the contract period or for as long as indicated below. Alternatively, a letter of undertaking from an individual confirming they undertake to attend to the specific role if awarded or a signed undertaking from a sub-contracting firm with the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking detailing the duration of the undertaking and guarantee of skills must be attached to Schedule 14C.

Proof of qualification (for NQF level) must be submitted. The tenderer will be responsible for ensuring the qualifications are SAQA verifiable if requested. Personnel CV not required but may be requested.

The tenderer must not offer more than one specific person per key position. The same key person cannot be proposed for more than two positions. Three separate persons must be offered for the Maintenance technician positions.

The minimum key personnel shall include:

Minimum Key Personnel	Experience	Qualifications
1 x Contract manager	5 years' accumulated experience post qualification specifically as a contract manager in APTMS/ICT/CCTV related projects.	NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field)
1 x Project manager	5 years' accumulated experience post qualification specifically as a project manager in APTMS/ICT/CCTV related projects.	NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field)
1 x Technical/Maintenance manager	5 years' accumulated experience post qualification specifically as a technical manager in APTMS/ICT/CCTV related projects.	NQF 5 (Higher Certificates and Advanced National (vocational) Cert.)

3 x Maintenance technician	5 years' accumulated work experience post qualification per technician in APTMS/ICT/CCTV related projects.	NQF 4 (Grade 12 (National Senior Certificate) and National (vocational) Cert. level 4)
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Tenderers must furnish this information on Schedule 14C.

Should it become necessary to replace any of the key personnel listed at the time of tender during this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the prior written approval of the Employer. Key personnel may not be replaced during the tender process.

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 complies 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

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5 Reference documents

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 documents by reference.

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the 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 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.

2.2.7 Clarification meeting

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.

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

2.2.8 Seek clarification

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, where possible.

2.2.9 Pricing the tender offer

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

Do 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 tender conditions 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 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 of 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.

2.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 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 contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

2.2.12.2 Return the entire 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 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation 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.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions 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, as well as the tenderer’s name and contact address.

2.2.12.6 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.

2.2.12.7 Accept that 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.

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

2.2.12.10 Tenders must be properly received and deposited 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.

2.2.12.12 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

Accept that 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 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

2.2.14.2 Accept that, if the CCT extends the closing 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 Accept that, 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 Warrants 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 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

2.2.15.3 A tenderer may request in writing, after the closing date, that the 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.

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

Provide clarification of a 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 Provide, on 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 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 party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers 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

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

If the **Specification** 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 bidders will be retained by the CCT for the duration of any subsequent contract. Bidders 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 bidders 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 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. The tenderer must also provide 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 Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, 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 bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder 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, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations 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

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the 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 Tender Conditions, 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 representative for the purpose of this tender is stated on the General Tender Information page.

2.3.2 Issue Notices

If necessary, 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 Employer 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, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

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 tender conditions that a two-envelope system is to be followed, 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 tender conditions and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 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. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

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 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) detrimentally 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 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 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 tender conditions.

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 bidders 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 bidders 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 bidders, 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 (Part 5)**:

- based on the sum of the prices/rates in relation to a typical project/job.

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 price/preference points system will be applied to the evaluation of responsive tenders over 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:

$$Ps = 90 \times \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

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

HDI COMPLIANCE WITH SECTION 2(1)(d)(i) OF THE ACT

No	Specific Goal	Definition	Required Evidence	Points to be allocated
1	Race (Ownership)	Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race.	B-BBEE Certificate CSD Registration report CIPC Company Registration	10

SPECIFIC GOALS IN COMPLIANCE WITH SECTION 2(1)(d)(ii) OF THE ACT

Not Applicable

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.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT 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.

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 employer'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 employer, to perform the contract free of conflicts of interest.

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

2.3.12.4 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 City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

2.3.12.5 The CCT reserves the right to nominate an alternative bidder 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 alternative bidder 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			
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TENDER NO: 244S/2022/23

**MAINTENANCE AND OPERATIONAL SUPPORT OF THE MYCITI ADVANCED PUBLIC
TRANSPORT MANAGEMENT SYSTEM (APTMS)**

**CONTRACT PERIOD: FROM THE DATE OF COMMENCEMENT UNTIL 30 JUNE 2024 WITH THE
OPTION TO EXTEND UP UNTIL 30 JUNE 2026**

VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 244S/2022/23- MAINTENANCE AND OPERATIONAL SUPPORT OF THE MYCITI ADVANCED PUBLIC TRANSPORT MANAGEMENT SYSTEM (APTMS)

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

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.

Signature(s)

Print name(s):
On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 244S/2022/23- MAINTENANCE AND OPERATIONAL SUPPORT OF THE MYCITI ADVANCED PUBLIC TRANSPORT MANAGEMENT SYSTEM (APTMS)

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Contract
- (5) Price schedule
- 13: Specifications

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

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

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

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

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

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 becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

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2 Subject

Details

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3 Subject

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4 Subject

Details

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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 returnable schedules, 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 receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(5) PRICE SCHEDULE

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

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'

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 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 tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, 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 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks 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 Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices 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.
- 5.8 Pricing schedule A – General obligations: The rates to be filled in hereunder must make provision for all items to cover general obligations specified. No markup will be paid for the Provisional Sum. The Provisional Sum for the nominated subcontractor will only be applicable if the Supplier is a different entity to the nominated subcontractor.
- 5.9 Pricing schedule B – Dayworks: These amounts will only be expended on specific instruction by the Employer to the Contractor for additional tasks that may be required. Procurement of items under the Prime Cost Sum shall be done in compliance with Clauses 182 and 183 of CCT Supply Chain Management Policy, 2019.
- 5.10 Pricing schedule C – Maintenance: The maintenance rates to be filled in must make provision for complete system maintenance to meet the SL obligations as outlined in Section 4.3.5 and 4.3.6 of Part 13.4. Rates to be fully inclusive as follows:
 - Small materials, consumables, tools and instruments.
 - Labour: All staff and labour related costs (technical and administrative) to fully maintain all equipment as and when required.
 - Transport costs to and from depots, stations and the TMC.
- 5.11 Pricing schedule D – OEM Support: The rates to be filled in hereunder must make provision for all specified software, OEM support, equipment and miscellaneous auxiliary and sundry materials and

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testing in order to perform complete installation, setup and configuration of any of the components or software below within SL obligations where applicable.

- 5.12 Pricing schedule H – Training & Ops Support: The rate to be filled in hereunder must make provision for all specified requirements and documentation in order to meet all testing and commissioning requirements as specified to perform training & operational support. Each training session may be either the same as before, or shall include a new scope, to be agreed with CCT. Car rental rate needs to be motivated and proven to be competitive.

INITIALS OF CITY OFFICIALS		
1	2	3

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MAINTENANCE AND OPERATIONAL SUPPORT OF THE ADVANCED PUBLIC TRANSPORT
MANAGEMENT SYSTEM (APTMS)

Pricing Schedule
A: General obligations

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
Refer to clause 5.8 of the pricing instructions.				
A.1	SCC 11	Insurance, as specified in Clause 11 of GCC & SCC	month	
A.2	4.3.2.1	Project & Contract management	month	
A.3		Health and safety obligations	month	
A.4	SCC 7	Provision of performance security, as specified in Clause 7 of GCC & SCC		
a		Provision of performance security: Year 1	Lump sum	
b		Provision of performance security: Year 2	Lump sum	
c		Provision of performance security: Year 3	Lump sum	
A.5		Office, workshop & spares storage	month	
A.6	4.3.1	Site handover from previous contract and systems training	Lump sum	

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Pricing Schedule
B: Dayworks

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
Refer to clause 5.9 of the pricing instructions.				
B.1	4.3.9	Dayworks - Labour (normal working hours)		
a		Unskilled labour	hour	
b		Electrician / Electrical technician	hour	
c		Fibre optics technician	hour	
d		Electronic technician	hour	
e		ICT technician	hour	
f		Communications-network engineer	hour	
g		Systems engineer	hour	
h		Systems integrator	hour	
i		Project manager	hour	
B.2	4.3.9	Dayworks - Labour (outside normal working hours)		
a		Unskilled labour	hour	
b		Electrician / Electrical technician	hour	
c		Fibre optics technician	hour	
d		Electronic technician	hour	
e		ICT technician	hour	
f		Communications-network engineer	hour	
g		Systems engineer	hour	
h		Systems integrator	hour	
i		Project manager	hour	
B.3		Daywork - Material		
a		Daywork - Material	Prime Cost	R 500 000.00
b		Contractor's handling cost, profit and all other charges in respect of item B.3.a above	%	

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Pricing Schedule
C: Maintenance

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
Refer to clause 5.10 of the pricing instructions.				
C.1	4.3.5 & 4.3.6	Maintenance		
a		Control Centre back-office systems (OEM support priced separately)	month	
b		On-bus systems (OEM support priced separately)	bus/month	
c		Station systems (per station platform)	station platform/month	
d		Depot systems	depot/month	

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Pricing Schedule
D: OEM Support (Part 13.4, Sections 4.3.3.1 & 4.3.3.3)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
Refer to clause 5.11 of the pricing instructions.				
D.1	4.3.3.1	Back-office systems OEM support		
a		Bus tracking and schedule adherence OEM support: licences, system updates, bug fixes, new releases & OEM level 2 & 3 maintenance support for duration of contract	month	
b		Schedule Planning OEM support: System updates, bug fixes, new releases & OEM maintenance support for duration of contract	month	
c		Schedule Planning system license: Duty scheduling (2 users)	month	
d		Schedule Planning system license: Duty optimisation	month	
e		Schedule Planning system: Vehicle optimisation	month	
f		Schedule Planning license: Transfer optimisation	month	
g		On bus recording system Fleet Manager OEM support: Applications, front-end at depot & back-end in CC: System updates, bug fixes, new releases & OEM maintenance support.	month	
D.2	4.3.3.1	Software Licences		
a		Microsoft Window Server 2016	No	
b		Microsoft Window Server 2016 User CAL	No	
c		Avira Endpoint Security (60 users)	No	
d		Storage Craft Shadow Protect - Server (35 clients)	No	
e		Storage Craft Shadow Protect - Workstation (20 clients)	No	
f		Microsoft SQL Server 2016	month	
g		Microsoft SQL Server 2016 User CAL	month	
h		Sonicwall Firewall SSL VPN (1 user)	No	
i		Sonicwall Firewall SSL VPN (10 users)	No	
j		Production Support/Subscription for VMware vSphere 7 Standard for 1 processor (1YR)	No	
k		Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor (1YR)	No	
l		Production Support/Subscription for VMware vSAN 7 Standard for 1 processor (1YR)	No	
m		Production Support/Subscription VMware vCenter Server 7 Standard for vSphere 7 (1YR)	No	

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Pricing Schedule
D: OEM Support (Part 13.4, Sections 4.3.3.1 & 4.3.3.3)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
D.3		OEM Hardware support for servers, storage and network equipment		
a		Warranty extensions and onsite support for duration of the Contract	Prov Sum	R 2 000 000.00
b		Contractor's handling cost, profit and all other charges in respect of item D.3.a above	%	
D.4	4.3.5.2	Computerised Maintenance Management System (CMMS)		
a		Maintenance and support of APTMS Schema	month	
b		Maintenance and support of CCT Master Schema	month	
c		Update Service Level (SL)	Prov Sum	R 300 000.00
d		Contractor's handling cost, profit and all other charges in respect of item D.4.c above	%	
D.5		On-board systems		
a		OEM maintenance support and repairs	Prov Sum	R 1 000 000.00
b		Contractor's handling cost, profit and all other charges in respect of item D.5.a above	%	

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Pricing Schedule
E: Spares for on-board systems (Part 13.4, Section 4.3.3.4)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
E.1	4.3.3.4	On-board systems		
a		OBU: Schedule adherence and tracking unit (Fully compatible with existing driver terminal. Fully integrated with existing backend.)	No	
b		OBU: Cabling and connectors required for a complete installation of the unit priced under item E.1.a	No	
c		OBU: Bracket compatible with the unit priced under item E.1.a	No	
d		Driver Terminal: Schedule adherence and tracking (Fully compatible with existing OBU and fully integrated with existing backend.)	No	
e		Driver Terminal: Cabling and connectors required for a complete installation of the unit priced under item E.1.d	No	
f		Driver Terminal: Bracket compatible with the unit priced under item E.1.d	No	
g		CCTV NVR replacement HDD, 2.5", 2TB	No	
h		CCTV NVR replacement SSD, 1TB	No	
i		DTI: MDR-5L caddie	No	
j		DTI: MDR-6 NVR w HDD (Or equivalent in-place replacement compatible with the existing bus installations)	No	
k		DTI: MDR-6 NVR w SSD (Or equivalent in-place replacement compatible with the existing bus installations)	No	
l		CCTV NVR chassis bracket	No	
m		Driver CCTV Display, 10"	No	
n		Driver CCTV Display bracket	No	
o		Ruggedized camera for on-board use complying with EN50155:2017 Class OT2/ST2, 1080P, WDR or equivalent	No	
p		POE Network switch, 4 Port, 100Mb/s Cu, ruggedized for on-board use in compliance with EN50155	No	

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Pricing Schedule
E: Spares for on-board systems (Part 13.4, Section 4.3.3.4)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
q		POE Network switch, 8 Port, 100Mb/s Cu, ruggedized for on-board use in compliance with EN50155	No	
r		POE Network switch, 12 Port, 100Mb/s Cu, ruggedized for on-board use in compliance with EN50155	No	
s		3 axis accelerometer	No	
t		3 in 1 combination Wi-Fi, GSM/UMTS and GPS antenna (IP67) for OBU incl. cabling and connectors	No	
u		3 in 1 combination Wi-Fi, GSM/UMTS and GPS antenna (IP67) for NVR, incl. cabling and connectors	No	
v		Antennae cable, RG-58, RG 142 of type LMR-195, 1m incl. connectors on both ends	No	
w		Antennae cable, RG-58, RG 142 of type LMR-195, 2m to 3m incl. connectors on both ends	No	
x		Antennae cable, RG-58, RG 142 of type LMR-195, 5m to 7m incl. connectors on both ends	No	
y		Antennae cable, RG-58, RG 142 of type LMR-195, 10m incl. connectors on both ends	No	
z		Internal next stop display (with VDV300 interface)	No	
aa		External destination display (with VDV300 interface)	No	
ab		Controller: Internal/external displays (with VDV300 interface)	No	
ac		Driver ruggedized gooseneck type microphone, without key button, of type TOA DM-524B	No	
ad		Driver speaker; 4ohm, 80W; woofer with integrated tweeter	No	
ae		Saloon speaker; 4 ohms, 80W; woofer with integrated tweeter	No	
af		Driver duress button - 2 wire	No	
ag		Spring blade terminal block suitable for automotive use, per unit of 100	No	
ah		Bus door open/close status sensor (n/o n/c magnetic contacts)	No	

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Pricing Schedule

F: Spares for stations and depots (Part 13.4, Section 4.3.3.2 & 4.3.3.3)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
F.1	4.3.3.2 & 4.3.3.3	Stations and depots		
a		Network switch: 19", 24 port, POE, with GigE incl. 4 x FX ports	No	
b		Industrial type network switch: Managed miniature, 1GbE, Layer 2, 3xFX, 7 x TX, including transceivers.	No	
c		Industrial type network switch: Unmanaged miniature, 1GbE, 1xFX, 5 x TX, including transceivers.	No	
d		Alarm control panel: Compatible with Galaxy Dimension, incl. IP communications	No	
e		Alarm system ethernet module: Compatible with Galaxy Dimension	No	
f		Alarm system keypad: Compatible with Galaxy Dimension	No	
g		Magnetic door contacts	No	
h		PIR intruder detectors	No	
i		Alarm battery 12VDC 7AH	No	
j		Passenger Information Display (PID), 40", 24/7 operations, outdoor ready to IP65, 700nit, including PC controller with browser and network interface	No	
k		PID 40" bracket	No	
l		Passenger Information Display (PID), 55", 24/7 operations, outdoor ready to IP65, 700nit, including PC controller with browser and network interface	No	
m		PID 55" bracket	No	
n		Kiosk intercom compatible with Stentofon/Zenitel	No	
o		Platform intercom compatible with Stentofon/Zenitel	No	
p		Kiosk panic button	No	
q		Depot Data Management (DDM) Server: Dell PE R230 Xeon Blade or OEM replacement	No	
r		DTI Central Server: Dell PE R330 Xeon Blade or OEM replacement	No	
s		12V DC Power Supply unit	No	

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Pricing Schedule

F: Spares for stations and depots (Part 13.4, Section 4.3.3.2 & 4.3.3.3)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
t		Cisco Wireless 802.11ac outdoor AP	No	
u		Cisco AP 2.4 GHz 8 dBi/5 GHz 8 dBi directional panel antenna	No	
v		CAT5/CAT6 Patch leads, 1m incl. connectors	No	
w		CAT5/CAT6 Patch leads, 2m incl. connectors	No	
x		FO patch lead, SM, 1m, with LC/APC connectors	No	
y		FO patch lead, SM, 1m, with ST or SC connectors	No	
z		FO patch lead, SM, 2m, with LC/APC connectors	No	
aa		FO patch lead, SM, 2m, with ST or SC connectors	No	

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Pricing Schedule
G: Spares for Control Centre (Part 13.4, Section 4.3.3.1)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
G.1	4.3.3.1	Servers		
a		DELL PowerEdge R730 Server or OEM replacement	No	
b		DELL PowerEdge R430 Server or OEM replacement	No	
c		DELL PowerEdge R230 Server or OEM replacement	No	
d		Microsemi SyncServer S600 Network Time Server with antennas or OEM replacement	No	
e		PBX Yeastar S300 or compatible replacement	No	
G.2	4.3.3.1	Storage		
a		DELL PowerVault MD3200i SAN or OEM replacement	No	
b		DELL PowerVault MD1200 DAS or OEM replacement	No	
c		DELL PowerVault TL4000 Tape Library or OEM replacement	No	
d		HDD compatible with SAN or DAS	No	
e		Tape drives compatible with tape library	No	
G.3	4.3.3.1	Network equipment		
a		Xtreme X620 10Gb network switch or compatible replacement	No	
b		Xtreme X440-G2 48-port GbE network switch or compatible replacement	No	
c		Alcatel-Lucent OmniSwitch 9600 network switch or compatible replacement	No	
d		Alcatel-Lucent OmniSwitch 6400-P24 network switch or compatible replacement	No	
e		SFP 10GbE, SM FO, LC/ACP, 1km	No	
f		SFP 1GbE, SM FO, LC/ACP, 1km	No	
g		SFP 10GbE, SM FO, LC/ACP, 10km	No	
h		SFP 1GbE, SM FO, LC/ACP, 10km	No	
i		SonicWALL NSA 2700 firewall or compatible replacement	No	
j		Cisco Catalyst 9800-40 Wireless Controller or compatible replacement	No	
G.4	4.3.3.1	Workstations		

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Pricing Schedule
G: Spares for Control Centre (Part 13.4, Section 4.3.3.1)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
a		Operator workstations: PC (latest gen i5, 16GB RAM, 1TB SSD, Windows 10 Pro)	No	
b		Operator workstations: 24" monitor	No	

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Pricing Schedule
H: Training & Ops Support (Part 13.4, Section 4.3.8)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
Refer to clause 5.12 of the pricing instructions.				
H.1	4.3.8.1	Training of CCT personnel		
a		Existing Schedule adherence and bus tracking system	Day	
b		Schedule Planning System	Day	
c		On-board training (OBU & MDT)	Day	
d		On-board video surveillance system	Day	
H.2		Local resources: On the job training & Operational Support		
a	4.3.2.4	Schedule adherence and bus tracking system specialist	hour	
b	4.3.2.5	Bus scheduling system specialist	hour	
c		On-board video surveillance systems specialist	hour	
H.3		Overseas resources: On the job training & Operational Support		
a	4.3.2.4	Schedule adherence and bus tracking system specialist	hour	
b	4.3.2.5	Bus scheduling system specialist	hour	
c		On-board video surveillance systems specialist	hour	
H.4	4.3.8.3	Travel and accommodation costs (overseas personnel for training & operational support only)		
a		International return flight ticket in economy class	No	
b		Accommodation per person per night	No	
c		Car rental	Day	

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Pricing Schedule

I: Bus Rectification Works - Optional (Part 13.4, Section 4.3.10)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
I.1	4.3.10	Bus rectification: Looms and Power (Material, installation, configuration, sign-off)		
a		Optare Solo	No	
b		Volvo B7R and B7RM (Rigid)	No	
c		Volvo B12MA (Articulated)	No	
d		Scania K250 and Volvo B9L (Rigid)	No	
e		Scania K310 and Volvo B9LA (Articulated)	No	
f		Victron Energy Orion-Tr Smart Charger Isolated 24/24-17 (400W) or equivalent	No	

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Pricing Schedule
I: Decommissioning (Part 13.4, Section 4.3.11)

ITEM	SPEC REF	DESCRIPTION OF ITEM	UNIT	RATE (Excl. VAT)
J.1	4.3.11	Decommissioning of installed equipment: Includes all cabling, sleeves and brackets		
a		On-bus systems (per bus)	No	
b		Station systems (per platform)	No	
c		Depot systems (per depot)	No	
d		Control Centre back-office systems	No	

(6) SUPPORTING SCHEDULES**Schedule 1: 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 2: 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	
-----	--	----	--

1.1 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	
-----	--	----	--

TENDER NO: 244S/2022/23

3.1 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	
-----	--	----	--

- 4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and 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 employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 3: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

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).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 90 points is allocated for price on the following basis:

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

TENDER NO: 244S/2022/23

- 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:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Race (Ownership)	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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]

4.5. 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 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

TENDER NO: 244S/2022/23

- 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 contractor, 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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

For official use.

**SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING**

1.

2.

3.

Schedule 4: 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 during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
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**

TENDER NO: 244S/2022/23

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 City of Cape Town 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 City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City'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 and 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 employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

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 5: 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 City of Cape Town, please contact the following:

the City'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 and 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 employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 6: 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 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) willfully 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 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 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 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"/>

TENDER NO: 244S/2022/23

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"/>
2.7.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and 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 employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

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;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and 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 employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

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)

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 8: Contract Price Adjustment: Local Materials and Labour

8.1 The Contract Price Adjustment as specified here is applicable to local materials and labour, i.e. materials and labour not subject to rate of exchange variation.

8.2 Any claim for an increase in the Contract price shall be submitted in writing to the:

Director: Supply Chain Management, City of Cape Town,

P O Box 655,

Cape Town,

8000 or

by e-mail to CPA.Request@capetown.gov.za prior to the month upon which the price adjustment would become effective.

8.3 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

8.4 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price for each item shall, for the purpose of this clause, not be regarded as a valid claim.

8.5 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

8.6 Price Adjustment Mechanism for local materials and labour:

8.6.1 The Contract Price as per GCC shall remain Firm for the first 12 months (from date of commencement) and no claims for contract price adjustment will be considered for the first 12 months.

8.6.2 Subject to 8.6.1 above, contract price adjustment will be applicable monthly as from commencement of the 13th month of the Contract. Tenderers shall be entitled to claim contract price adjustment as follows:

- 90% of the tendered rate will be subject to adjustment annually based on the average Consumer Price Index (CPI) as follows:
 - From start of the 13th month of the Contract to end of the 24th month of the Contract: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2, as published by Stats SA). Base month for the price adjustment shall be two (2) calendar months prior to the commencement of the Contract. The end month shall be two (2) calendar months prior to the 12th month of the Contract.
 - From start of 25th month of the Contract to end of contract: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141 – Table B2, as published by Stats SA). Base month for the price adjustment shall be two (2) calendar months prior to the 13th month of the Contract. The end month shall be two (2) calendar months prior to the 24th month of the Contract.
 - The average CPI calculated, the base month to end month (both include) divided by the number of months.
 - The claim will be based on the average between the “base month” and the “end month” e.g. using numbers published in P0141-Table B2 for May 2021 April 2022:
 $5.2+4.9+4.6+4.9+5.0+5.0+5.5+5.9+5.7+5.7+5.9+5.9 = 64.2$; $(64.2/12) = 5.35$ therefore the claim will be 5.4%, rounded to first decimal.
- 10% of the rate will remain fixed.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] in response to the tender invitation made by THE CITY OF CAPE TOWN, 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/or 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

Date

Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

(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 10: Price Basis for Imported Resources

[illegible]

*** State Customs Duty Tariff Reference for each item**

Note:

Note that any Resources not inserted in this Returnable Schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

Schedule 11: Schedule of Pre-Qualification Criteria Sub-Contractors

Not applicable to this Tender

Schedule 12: 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 13: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer 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.

SIGNED ON BEHALF OF TENDERER:

Schedule 14: Information to be provided with the tender

The following information shall be provided with the Tender:

- a. The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules.
- b. Evidence Required for HDI compliance to be used for preference points system scoring:
 - B-BBEE Certificate
 - CSD Registration report
 - CIPC Company Registration
- c. The Tenderer shall complete the following table with appropriate information by stating the actual make and model of devices offered with his tender. Answers such as "Refer to datasheet" are unacceptable. Answers shall be provided in the "Answer" column.

QUESTION	ANSWER
What is the make and model of the <u>On-Board-Unit (OBU)</u> being offered?	Make: Model:
Is the <u>OBU</u> fully compatible with Trapeze back-end equipment?	
If a different make <u>OBU</u> than Trapeze is offered, provide examples where it has been installed and integrated successfully with the Trapeze back-end.	
If a different make <u>OBU</u> than Trapeze is offered, does the Tenderer have a letter of support from Trapeze stating that they support the use of the OBU on their backend? If YES, the Tenderer shall attach the said letter to this schedule.	
What is the make and model of the <u>Driver Terminal</u> being offered?	Make: Model:
Is the Driver Terminal fully compatible with Trapeze back-end equipment?	
If a different make <u>Driver Terminal</u> than Trapeze is offered, provide examples where it has been installed and integrated successfully with the Trapeze back-end.	
If a different make <u>Driver Terminal</u> than Trapeze is offered, does the Tenderer have a letter of support from Trapeze stating that they support the use of the OBU on their backend? If YES, the Tenderer shall attach the said letter to this schedule.	

SIGNED ON BEHALF OF TENDERER:

Schedule 14A: Schedule of work experience of tenderer

The tenderer is referred to section 2.2.1.1.8 of the Conditions of Tender. The tenderer shall insert in the spaces provided below a list of projects that comply with all three of the fields of work ((a) – (c)) as defined in section 2.2.1.1.8. A maximum number of 5 projects can be provided in the tables below to demonstrate the required work experience.

2.2.1.1.8 a) - Implementation, commissioning and/or maintenance of at least **one** Advanced Public Transport Management (APTMS) System:

	One Advanced Public Transport Management (APTMS) System
HOLDER OF WORK EXPERIENCE: (Indicate entity: Main Tenderer or Sub-contractor)	
CLIENT/EMPLOYER:	
NATURE OF WORK: ((a) – (c) as defined in section 2.2.1.1.8)	
PROJECT START DATE: (mm/yy)	
PROJECT END DATE: (mm/yy)	
PROJECT DURATION: (MONTHS)	
VALUE OF WORK: OPEX R(m) EXCL. VAT	
VALUE OF WORK: CAPEX R(m) EXCL. VAT	
PROJECT STATUS: (Indicate status: Implementation, Commissioning, Maintenance or Completed)	
CONTACT PERSON: NAME	
CONTACT PERSON: TEL No. & EMAIL	

2.2.1.1.8 b) - Implementation, commissioning and/or maintenance of at least **two** Information and Communications Technology (ICT) related projects:

	First Information and Communications Technology (ICT) related project	Second Information and Communications Technology (ICT) related project
HOLDER OF WORK EXPERIENCE: (Indicate entity: Main Tenderer or Sub-contractor)		
CLIENT/EMPLOYER:		
NATURE OF WORK: ((a) – (c) as defined in section 2.2.1.1.8)		
PROJECT START DATE: (mm/yy)		
PROJECT END DATE: (mm/yy)		
PROJECT DURATION: (MONTHS)		
VALUE OF WORK: OPEX R(m) EXCL. VAT		
VALUE OF WORK: CAPEX R(m) EXCL. VAT		
PROJECT STATUS: (Indicate status: Implementation, Commissioning, Maintenance or Completed)		
CONTACT PERSON: NAME		
CONTACT PERSON: TEL No. & EMAIL		

2.2.1.1.8 c) - Implementation, commissioning and/or maintenance of at least **two** CCTV projects related to Safety and Security Surveillance:

	First CCTV project related to Safety and Security Surveillance	Second CCTV project related to Safety and Security Surveillance
HOLDER OF WORK EXPERIENCE: (Indicate entity: Main Tenderer or Sub-contractor)		
CLIENT/EMPLOYER:		
NATURE OF WORK: ((a) – (c) as defined in section 2.2.1.1.8)		
PROJECT START DATE: (mm/yy)		
PROJECT END DATE: (mm/yy)		
PROJECT DURATION: (MONTHS)		
VALUE OF WORK: OPEX R(m) EXCL. VAT		
VALUE OF WORK: CAPEX R(m) EXCL. VAT		
PROJECT STATUS: (Indicate status: Implementation, Commissioning, Maintenance or Completed)		
CONTACT PERSON: NAME		
CONTACT PERSON: TEL No. & EMAIL		

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

SIGNED ON BEHALF OF TENDERER:

Schedule 14B: Schedule of sub-contractors

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

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

SUB-CONTRACTORS	
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor

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

SIGNED ON BEHALF OF TENDERER:

Schedule 14C: Details of qualifications and experience of staff

The tenderer is referred to section 2.2.1.1.9 of the Conditions of Tender. Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted. **Proof of qualification (for NQF level) must be submitted for each of the staff below. CV not required but may be requested.**

Contract Manager	Minimum Requirements: Qualification: NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate and B-tech) Experience: 5 years' accumulated experience post qualification specifically as a contract manager in APTMS/ICT/CCTV related projects.				
Name:..... NQF Level:..... Qualifications:..... Overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIED EXPERIENCE: START DATE (mm/yy)	SPECIFIED EXPERIENCE: END DATE (mm/yy)	SPECIFIED EXPERIENCE: DURATION (years + months)

Project Manager	Minimum Requirements: Qualification: NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate and B-tech) Experience: 5 years' accumulated experience post qualification specifically as a project manager in APTMS/ICT/CCTV related projects.				
Name:..... NQF Level:..... Qualifications:..... Overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIED EXPERIENCE: START DATE (mm/yy)	SPECIFIED EXPERIENCE: END DATE (mm/yy)	SPECIFIED EXPERIENCE: DURATION (years + months)

Technical and Maintenance Manager	Minimum Requirements: Qualification: NQF 5 (Higher Certificates and Advanced National (vocational) Cert.) Experience: 5 years' accumulated experience post qualification specifically as a technical manager in APTMS/ICT/CCTV related projects.				
Name:..... NQF Level:..... Qualifications:..... Overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIED EXPERIENCE: START DATE (mm/yy)	SPECIFIED EXPERIENCE: END DATE (mm/yy)	SPECIFIED EXPERIENCE: DURATION (years + months)

Maintenance Technician (1)	Minimum Requirements: Qualification: NQF 4 (Grade 12 (National Senior Certificate) and National (vocational) Cert. level 4) Experience: 5 years' accumulated work experience post qualification per technician in APTMS/ICT/CCTV related projects.				
Name:..... NQF Level:..... Qualifications:..... Overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIED EXPERIENCE: START DATE (mm/yy)	SPECIFIED EXPERIENCE: END DATE (mm/yy)	SPECIFIED EXPERIENCE: DURATION (years + months)

Maintenance Technician (2)	Minimum Requirements: Qualification: NQF 4 (Grade 12 (National Senior Certificate) and National (vocational) Cert. level 4) Experience: 5 years' accumulated work experience post qualification per technician in APTMS/ICT/CCTV related projects.				
Name:..... NQF Level:..... Qualifications:..... Overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIED EXPERIENCE: START DATE (mm/yy)	SPECIFIED EXPERIENCE: END DATE (mm/yy)	SPECIFIED EXPERIENCE: DURATION (years + months)

Maintenance Technician (3)	Minimum Requirements: Qualification: NQF 4 (Grade 12 (National Senior Certificate) and National (vocational) Cert. level 4) Experience: 5 years' accumulated work experience post qualification per technician in APTMS/ICT/CCTV related projects.				
Name:..... NQF Level:..... Qualifications:..... Overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIED EXPERIENCE: START DATE (mm/yy)	SPECIFIED EXPERIENCE: END DATE (mm/yy)	SPECIFIED EXPERIENCE: DURATION (years + months)

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

SIGNED ON BEHALF OF THE TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 244S/2022/23

**MAINTENANCE AND OPERATIONAL SUPPORT OF THE MYCITI ADVANCED PUBLIC
TRANSPORT MANAGEMENT SYSTEM (APTMS)**

**CONTRACT PERIOD: FROM THE DATE OF COMMENCEMENT UNTIL 30 JUNE 2024 WITH THE
OPTION TO EXTEND UP UNTIL 30 JUNE 2026**

VOLUME 3: DRAFT CONTRACT

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

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 contract. 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**. The word 'Employer' may be used interchangeably with the term 'Purchaser'.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 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 the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 "Operations and Maintenance Period" means the system operations and maintenance to the project specifications for the period starting with the Contract commencement date up to the end of the Decommissioning Period.
- 1.29 "Decommissioning Period" means the decommissioning of the existing MyCiTi Phase 1 APTMS systems which are to be replaced through another Contract. The Contractor shall be notified by the City when the Decommissioning Period starts.

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 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this 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 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, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided within 14 days from the date of commencement to the Purchaser prior to the issuing of the order:
- 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
- 3.5.2 Arrange for the documents listed below to be provided within 28 days from the date of commencement:
- a) Draw up a baseline status report of the condition of the site and submit to the City. The first draft shall be submitted within 14 days.
 - b) Issuing of first version of complete maintenance plan
 - c) Issuing of first version of Quality Assurance (QA) plan
- 3.5.3 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.4 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.5 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.6 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.7 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
- 3.5.8 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.9 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.10 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.11 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 to the supplier.
- 3.5.12 Comply with the provisions of the OHAS Act & all relevant regulations including current Disaster Management Act and related Covid-19 regulations at the time of tender.
- 3.5.13 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.
- 3.5.14 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:

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- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods 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 documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods 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 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 contract and need not obtain the supplier's permission to copy 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 for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party 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 contract within two (2) years of completion of the services 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 contract 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 Employer.
 - 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The supplier shall, and warrants that it shall:
 - 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
 - 5.8.3.2 not modify, add to, change or alter the Employer'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 Employer;

- 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 Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 and replace with the following:

- 7.1 Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein.

The Guarantee Sum shall be equal to R 3 000 000 excluding VAT. A replacement Performance Security shall be provided on an annual basis.

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 Guarantee / Performance Security** and can only be issued by any one of the Financial Institutions listed in **Annexure A** (attached to this form).

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 **Form of Guarantee / Performance Security**

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 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 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 order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

- 10.2 The purchaser shall determine, in its sole discretion, whether the goods 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 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 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:

- a) 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 **R20 million** for any single claim;
- b) 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;
- c) 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 bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT 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 **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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 order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

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- 16.7 Notwithstanding the provision of a performance guarantee in terms of Clause 7, interim payments to the Supplier shall be subject to a retention by the Purchaser of an amount of 5% of the said amounts due to the Supplier, with no limit. The amount of retention deducted shall not increase after the start of the Decommissioning Period. The Contractor shall be notified by the City when the Decommissioning Period starts. A guarantee in lieu of retention is not permitted.
- 16.8 50% of the retention money shall become due and shall be paid to the Supplier at the start of the Decommissioning Period. The other 50% shall become due and shall be paid to the Supplier within 30 days of the Contract completion date.
- 16.9 The expenditure of Provisional Sums included in the Schedule of Rates shall follow the process outlined in SCM Policy.

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 Director: Supply Chain Management 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 delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:
- a) Returnable schedule 8 – Contract Price Adjustment
 - b) Returnable schedule 10 - Price Basis for Imported Resources
- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled “**Price Basis for Imported Resources**” and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled “**Price Basis for Imported Resources**” (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT’s** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).
- 17.5.1 Adjustment for variations in rates of exchange:
- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
 - (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
 - (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
 - (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
 - (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled “**Price Basis for Imported Resources**”.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

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

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

17.6 Price adjustment for variations in the cost of plant and materials supplied from within South Africa is provided for in the contract based on the information contained on the schedule titled "**Contract Price Adjustment: Local Materials and Labour**".

17.7 Price adjustment for variations in the cost of plant and materials supplied from within South Africa and imported from outside of South Africa are mutually exclusive.

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, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, 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, such work will not become due and payable until amended order has been issued by 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 the were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relive

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 the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 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 a contract shall be deemed to prohibit the obtaining of goods 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 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 as stated herein for each day of the delay until actual delivery or performance.

In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, a penalty of 0.5% per week of the value of the overdue goods will be imposed. No such penalties shall exceed 10% of the value of the overdue goods concerned.

The penalty for this contract shall be as outlined in the KPI table below.]

1.	2.	3.	4.	5.
Equipment / device type / sub-system / functionality	AVAILABILITY KPI PARAMETERS			Response time KPI
	Availability KPI [%]	Penalty unit [%]	Penalty value per unit [ZAR]	
Control Centre: Schedule adherence and vehicle tracking system				
Central system	100.00%	0.10%	R500	4 hours
Client workstations	100.00%	0.10%	R500	4 hours
Live vehicle tracking	100.00%	0.10%	R500	4 hours
Voice/text communications to vehicles	100.00%	0.10%	R500	4 hours
Passenger Information to stations	99.50%	0.10%	R500	4 hours
System backup	100.00%	0.10%	R500	8 hours
Depot Data Management back-end	99.00%	0.20%	R500	12 hours
Business Intelligence system	99.00%	0.20%	R500	24 hours
Control Centre: Schedule planning system				

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1.	2.	3.	4.	5.
Equipment / device type / sub-system / functionality	AVAILABILITY KPI PARAMETERS			Response time KPI
	Availability KPI [%]	Penalty unit [%]	Penalty value per unit [ZAR]	
Schedule Planning system	100.00%	0.10%	R500	8 hours
System backup	100.00%	0.10%	R500	8 hours
Duty scheduling & optimisation	99.80%	0.10%	R500	8 hours
Vehicle scheduling & optimisation	99.80%	0.10%	R500	8 hours
Despatch module	99.80%	0.10%	R500	8 hours
Client workstations	100.00%	0.10%	R500	12 hours
Timetable publication module	99.00%	0.20%	R500	24 hours
VDV interface	99.00%	0.20%	R500	24 hours
On-board CCTV Archive server	99.00%	0.20%	R500	8 hours
On-board systems				
VLU on-board unit	99.95%	0.01%	R1 000	4 hours; from time when bus available
Mobile driver terminal	99.95%	0.01%	R1 000	4 hours; from time when bus available
SOAP interface with AFC OBU	99.95%	0.01%	R1 000	4 hours; from time when bus available
Driver panic button	100.0%	0.01%	R1 000	8 hours; from time when bus available
Internal next stop display	99.95%	0.01%	R1 000	12 hours; from time when bus available
On-board Network Video Recorder	99.95%	0.01%	R1 000	4 hours; from time when bus available
8 Port, POE Network switch	99.95%	0.01%	R1 000	4 hours; from time when bus available
3-axis accelerometer	99.95%	0.01%	R1 000	8 hours; from time when bus available
On-board CCTV cameras	99.99%	0.01%	R1 000	4 hours; from time when bus available
Driver CCTV display screen	99.90%	0.02%	R1 000	4 hours; from time when bus available
Depot equipment				
Vehicle tracking workstation	99.00%	0.20%	R500	8 hours
Depot Data Management front-end	99.00%	0.20%	R500	12 hours
On-board CCTV archive front-end	99.00%	0.20%	R500	8 hours
Wi-Fi Access Network	99.00%	0.20%	R500	8 hours
Station Equipment				
Network switch	99.50%	0.10%	R500	8 hours
PID	99.50%	0.10%	R500	8 hours
Intruder detection system	99.00%	0.20%	R500	12 hours

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1.	2.	3.	4.	5.
Equipment / device type / sub-system / functionality	AVAILABILITY KPI PARAMETERS			Response time KPI
	Availability KPI [%]	Penalty unit [%]	Penalty value per unit [ZAR]	
Platform intercom	99.00%	0.20%	R500	12 hours
Kiosk intercom	99.00%	0.20%	R500	12 hours

22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

22.3 No more than 10 instances per month of non-compliance with the above KPI's or a total penalty amount of more than 30% of the monthly maintenance cost will be allowed. Should any of these be exceeded, a breach notice will be provided to the supplier.

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 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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.

25. Force Majeure

Add the following after clause 25.2

25.3 In the event of a force majeure, the contractor remains liable to put in place mitigation measures and

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plans to reduce or avoid any delays or additional costs. Within the 10 No. calendar days of becoming aware or ought to have become aware of such delay, the contractor shall give notice to the Contract Administrator/Employer of the intention to submit a claim for a revision to the date of practical/sectional completion, failing which the contractor shall forfeit such claim.

- 25.4 The contractor shall submit a claim for a revision of the date of practical completion to the Contract Administrator/Employer within 20 No. calendar days from when the contractor is able to quantify the delay in terms of the programme.
- 25.5 Where the contractor requests a revision of the date for practical/sectional completion, the claim shall in respect of each circumstances separately state the following:
- 25.5.1 The cause and effect of the delay on the current date for practical/sectional completion, where appropriate illustrate by a change to the critical path on the current programme.
 - 25.5.2 The extension period claimed in calendar days and the calculations thereof.
- 25.6 Upon fulfilling the requirements of the above clause 25.3 to 25.5, the contractor will be entitled to a revision of the date for practical/sectional completion without an adjustment of the contract value for the delay to practical completion caused by one or more of the following events:
- 25.6.1 Adverse weather conditions
 - 25.6.2 Inability to obtain materials and goods where the contractor has taken reasonable steps to avoid or reduce such a delay.
 - 25.6.3 Making good physical loss and repairing damage to the works where such a risk is beyond the control of the parties.
 - 25.6.4 Exercise of statutory power by a body of state or public or local authority that directly affects the execution of the works
 - 25.6.5 Force Majeure

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
 - 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 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

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 23.1(c), 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 (b) and replace with the following:

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

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 supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate 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).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clauses 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. Any failure in this regard may result in a delay in the processing of any payments.

36. Protection of personal information

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

(8) 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 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 so 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.
- 7.2 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 fulfilment 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.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**FORM OF 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 R

Amount in words:

"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.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

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5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance 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. Where the Guarantor has made payment in terms of 5, the City of Cape Town 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 City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town until the date of refund.
8. 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 City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town 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 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

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank na
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface s.a.
Compass Insurance Company Limited
Credit Guarantee Insurance Company Limited
Hollard Insurance Company Ltd.
Limited Guardrisk Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously ABSA Insurance)
Regent Insurance Co.
Renasas Insurance Company Ltd.
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

Not applicable to this Tender.

(10.1) ADVANCE PAYMENT SCHEDULE

Not applicable to this Tender

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (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, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, 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 Why no spec 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 Act 85 of 1993 as amended and I undertake to comply therewith at all times.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20

Witness

for and on behalf of
City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 2013/14

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 CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)**PART 13.1 TRADE NAMES OR PROPRIETARY PRODUCTS**

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

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'

PART 13.2 EMPLOYMENT OF SECURITY PERSONNEL

Not applicable to this tender.

PART 13.3 FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report (**Annexed**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R450.00 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 register 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.

PART 13.4 DESCRIPTION OF THE WORKS

CONTENTS

- 4.1 EMPLOYER'S OBJECTIVES
- 4.2 OVERVIEW OF THE WORKS
- 4.3 EXTENT OF THE WORKS
- 4.4 LOCATION OF THE WORKS

4.1. EMPLOYER'S OBJECTIVES

The objective of this Tender is to appoint a Contractor from the date of commencement until 30 June 2024 with the option to extend up until 30 June 2026. The Contract shall manage and action the maintenance on the MyCiTi Advance Public Transport Management System (APTMS) which include:

1. The MyCiTi Control Centre at the Transport Management Centre (TMC),
2. The MyCiTi Station systems (x38, x4 non-operational),
3. The MyCiTi Depot systems (x7),
4. The MyCiTi Vehicle (Bus) systems (x361).

The detailed system description, an explanation of the maintenance objectives including SL and personnel requirements will be described in detail here in Part 13.4.

4.2. OVERVIEW OF THE WORKS

4.2.1 APTMS System Overview

A high-level systems architecture of the APTMS system is given in the next figure followed with a short description of the system operation.

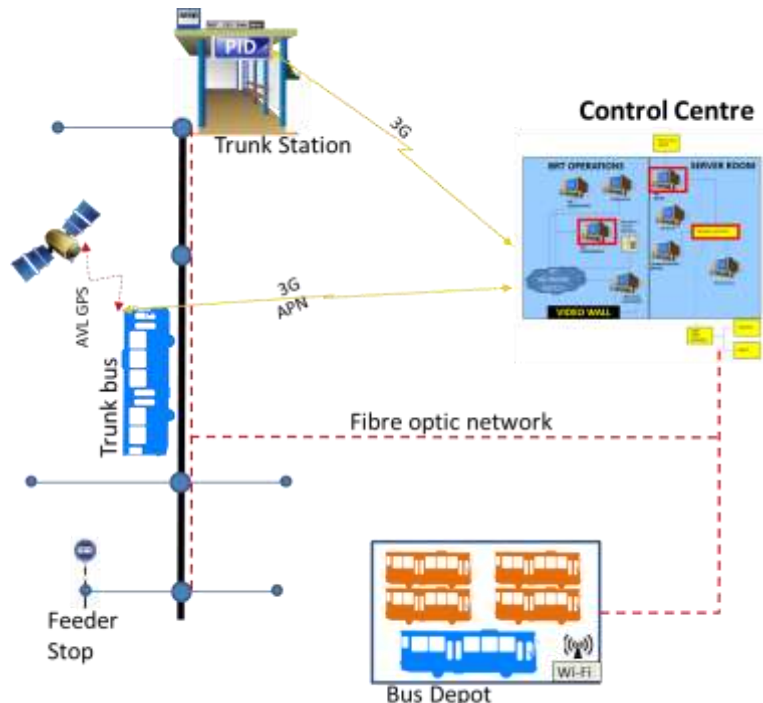


Figure 1: High level APTMS system architecture

The APTMS systems and sub-systems are implemented throughout the BRT infrastructure as follows:

1. Control Centre
2. Vehicles (trunk & feeder buses)

3. Trunk stations
4. Bus depots and layovers

An On-Board Unit (OBU) in every bus allows tracking of the bus and provides an interface to other bus systems. Continuous communications to the control centre is possible via an Access Point Name (APN) and updates the bus location in semi real-time (every 30 seconds). Operators can see the bus location measured against a schedule. The operators can communicate with the bus driver using voice or text messages. All system real-time operating information is logged and available in a database and used for reporting purposes.

Inside trunk stations Passenger Information Displays (PID's) provide semi real-time information about the departures of the next buses, including route information, time of departure and platform (or gate) number. Voice communications to the station supervisor is possible via an Internet Protocol (IP) telephone network. Passenger information is also disseminated to users via the internet onto a website and mobile phone Application (App).

At the bus depots Wi-Fi networks are installed and used to upload / download bulk information from the bus to or from the control centre. A remote viewing station with limited user rights allows the Vehicle Operating Company (VOC) to view bus schedule adherence. This is the same information as seen in the control centre, but with limited system interaction possible from the depot.

4.2.2 Summary of the Existing System

The APTMS systems and sub-systems which shall be maintained throughout this Contract includes but are not limited to the following:

1. Central control system at the TMC
 - a. Bus schedule planning system (Existing system: MDV DIVA)
 - b. Schedule adherence and bus tracking system (Existing system: Trapeze LIO)
 - c. On-board bus CCTV video management system (Existing system: DTI)
 - d. IP intercom and SIP telephone systems
 - e. Station intrusion detection system
2. Station equipment
 - a. Network Switches
 - b. Passenger Information Displays
 - c. Intercoms
 - d. Intrusion Detection Systems
 - e. Kiosk Emergency Panic Button.

3. Depot equipment

- a. Servers and related equipment
 - b. Network switches and Wireless Access Points
4. Vehicle equipment:
- a. On-board Vehicle Logic Unit (VLU)
 - b. Driver Terminal
 - c. Network Video Recorder (NVR) and Accelerometer
 - d. CCTV Driver Display
 - e. Antennas
 - f. Driver Duress Button

4.2.3 High level scope of work

The high-level scope of work for the project includes, but is not limited to the following specific work elements:

1. Project (Maintenance) and Contract Management.
2. Perform comprehensive maintenance of all systems described (per SL including:
 - a. Responsive Maintenance
 - b. Preventive Maintenance
 - c. Continuous Improvement
3. Development of a Maintenance Plan.
4. Use the City's Computerised Maintenance Management System (CMMS) for all maintenance activities. Existing system is Forcelink.
5. Submit Maintenance reports as and when required.
6. Technical support from OEM's.
7. Provide training and technical operational support (including operational reports) to the City of Cape Town as and when required.
8. Any other work obligations as specified or implied throughout the Contract.
9. Optional Works: Bus rectification (Cable looms and power rectification)
10. Decommissioning of the Phase 1 MyCiTi APTMS

4.3. EXTENT OF THE WORKS

4.3.1 Programme

The Contractor shall submit a detailed programme within 14 days of the Commencement date. The Contractor shall address the following in his programme:

1. This Contract is for a period starting from the date of commencement until 30 June 2024 with the option to extend up until 30 June 2026.
 - a. Period 1 is defined as the full maintenance for Phase 1 of the MyCiTi APTMS. This period will be a minimum of 1 year.
 - b. Period 2 is defined by the start of the next Phase 2A MyCiTi Contract. During this period the Phase 1 Contractor (this Contract) will decommission the Phase 1 APTMS. This period will be extended on a month-to-month basis until all Phase 1 buses and stations are equipped with new equipment by the Phase 2A Contractor (to be appointed under another Contract).
2. The first 28 days, starting with the Commencement Date, shall be a hand-over period including at least:
 - a. Familiarisation with the site.
 - b. Draw up a baseline status report of the condition of the site and submit to the City. The first draft shall be submitted within 14 days.
 - c. Ensure he has the necessary tools, instruments, equipment and facilities to conduct the Works and procure the same if required.
 - d. Procure the necessary spares to conduct the Works.
 - e. Setup of the City's CMMS on his own hardware (e.g. tablets). The Contractor shall obtain necessary training on the City's CMMS if required at his own cost.
 - f. Receive system OEM training as required to perform minimum tasks as described in Section 4.3.2.
3. The full system maintenance shall commence immediately after the hand-over period as per the Service Level (SL).
4. Issuing of first version of complete maintenance plan, 28 days after Contract Commencement Date, i.e. at the conclusion of the hand-over period.
5. Issuing of first version of Quality Assurance (QA) plan, 28 days after Contract Commencement Date, i.e. at the conclusion of the hand-over period.
6. The programme shall show how the Contractor is able to meet his SL obligations, including planning of resources.
7. Preventive maintenance cycles of different system components. Depending on the devices / systems this can be
 - a. Weekly
 - b. Bi-weekly
 - c. Monthly
 - d. Quarterly
 - e. Annual
8. Critical assessment of processes as part of Continuous improvement
9. Support in the setup of APTMS assets and maintenance processes in the City's CMMS.
10. Submission of maintenance reports.
11. Provide training to the CCT designated personnel.
12. With the commencement of the Phase 2A contract (Another Contract), the Phase 1 Contractor (This Contract) will be responsible for the removal of all existing equipment installed on Phase 1 buses, stations, depots and control centre systems.
 - a. The Contractor shall cooperate with the Phase 2A Contractor to ensure that the respective programmes are aligned to ensure minimal service downtime.

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- b. All existing Phase 1 equipment including all cabling, sleeves and brackets shall be removed by the Contractor.
 - c. The Contractor shall be notified when the decommissioning period starts.
13. It is important to note that all buses will not necessarily be available at the same time or even on consecutive days. For example, 2 buses might be available on a given day, and then no buses for a few days before more buses are available again.

The programme(s) shall be updated continuously to reflect the actual progress and shall be aligned with cash flow forecasts as necessary.

4.3.2 Personnel Requirements

Personnel requirements specified in this Section are minimum contractual requirements. It shall remain the Contractor's responsibility to ensure that he has suitable quantity and adequately qualified personnel throughout the Contract period to fulfil all his Contractual obligations including SL requirements.

4.3.2.1 Project manager and Contract manager

4.3.2.1.1 Qualifications & experience

The Contractor shall provide a Project Manager and Contract Manager who meets the following minimum requirements:

- 1. Shall be a South African citizen or a person with a permanent residency permit status.
- 2. Reside in Cape Town for the duration of the Contract.
- 3. Must have a higher education qualification at a level of NQF7 or higher.
- 4. Minimum 5 years' accumulated experience post qualification in managing APTMS, ICT or CCTV related projects.

4.3.2.1.2 Summary of minimum tasks

The following minimum tasks are expected from the Project Manager.

- 1. Project Manager (PM) to act as the Contractor's Representative.
- 2. Shall ensure that all Contractual obligations as set out in the General Conditions of Contract and the Special Conditions of Contract are met and adhered to by the Contractor.
- 3. Shall be responsible for all project management related activities specified or implied in this Contract.
- 4. Project management shall be an on-going and continuous service provided by the Contractor to ensure that the City of Cape Town requirements are met within program and budget.
- 5. Various meetings at locations to be advised by the CCT and/or the Engineer shall be held during the Contract, including but not limited to the following:
 - a. Monthly contract meetings.
 - b. Monthly maintenance meetings (a. and b. may be combined or not)
 - c. Various integration and coordination meetings as required.
 - d. Technical meetings as required.
 - e. Other meetings as may become necessary.
- 6. Shall be present at all project meetings and/or send mandated representatives after approval from the City or Engineer.
- 7. Shall ensure that relevant technical personnel attend meetings as and when required.
- 8. Prepare and submit the Contractor's Maintenance Plan in coordination with the maintenance & installation manager for approval.
- 9. Submit monthly maintenance reports in coordination with the maintenance & installation manager.
- 10. Submit monthly progress reports in coordination with the maintenance & installation manager.

11. Coordinate and submit any other report within his team as may be required.
12. Shall compile and submit a compliance traceability matrix for every clause of the specifications.
13. Shall be responsible for the development of and implementation of a quality assurance plan to be approved by the City.
14. The QA plan shall be updated as required and / or instructed by the City or Engineer.
15. Generation and upkeep of as-built documentation together with and in coordination with the maintenance/installation manager and other personnel as may be required.
16. Together with the maintenance/installation manager manage the tasks of all other personnel to ensure persons with the right skills are assigned to maintenance jobs.

4.3.2.2 Maintenance and technical manager

4.3.2.2.1 Qualifications & experience

The Contractor shall provide a person who shall act as the Maintenance and Technical Manager who meets the following minimum requirements:

1. Shall be a South African citizen or a person with a permanent residency permit status.
2. Reside in Cape Town for the duration of the Contract.
3. Must have a higher education qualification at a level of NQF5 or higher.
4. Minimum 5 years' accumulated experience post qualification specifically as a technical manager in APTMS, ICT or CCTV related projects.

4.3.2.2.2 Summary of minimum tasks

The following minimum tasks are expected from the maintenance and installation manager.

1. Act as overall project technical coordinator and director for the Contractor and his sub-contractors.
2. Together with the PM plan minimum required spares to meet SL obligations.
3. Review Service Requests and ensure detailed planning of work orders, and approve these before they are scheduled and executed.
4. Ensure his sub-contractors comply with all technical, quality and maintenance requirements.
5. Be responsible for the actions of all other technical personnel.
6. Be responsible for the overall quality of technical work done throughout the project.
7. Develop and/or review technical documentation and approve before submission to the City and/or Engineer.
8. Ensure testing performed on any replacement/repair work is done correctly and sufficient to demonstrate full functionality and integration.
9. Attend technical meetings as and when required.
10. Carry out certain work items him-self as and when necessary. This may be to resolve issues of any technical nature specified or implied in this Contract, for e.g.
 - a. Issues of critical importance and of urgent nature.
 - b. Where other technical personnel are not qualified or experienced to carry out the work.
 - c. Ensure system backup and recovery of data in event of system failure.
 - d. Ensure back-office systems are maintained, with support from OEM as required.
 - e. Configure or reconfigure any software with support from OEM as and when required.
11. Plan and prepare installation of new systems, including any required design documentation such as wiring diagrams, system schematics, etc.
12. Assist the PM with reporting and documentation requirements as may be necessary.

4.3.2.3 APTMS on-board systems expert

4.3.2.3.1 Qualifications & experience

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The Contractor shall provide an APTMS on-board systems, depot data management and on-board video expert who meet the following minimum requirements:

1. Reside in Cape Town for the duration of the Contract.
2. Have a higher education qualification of NQF 5 or higher in electronics, ICT systems, network engineering or related technical field.
3. Minimum 7 years' experience within the electronics and/or ICT and/or network engineering fields
4. Minimum 3 years' work experience on-board APTMS systems.

4.3.2.3.2 Summary of minimum tasks

The following minimum tasks are expected from the APTMS on-board systems expert:

1. Conduct route surveys to capture stopping point information.
2. Setup, configuration, installation, commissioning and troubleshooting of APTMS on-board units such as the VLU/OBU, CCTV NVR recording unit, etc.
3. VLU/OBU Firmware updates.
4. Installation and configuration of SIM cards in on-board units.
5. Setup and configure OBU's for communications with APTMS system.
6. Registration of new OBU's on APTMS system.
7. Loading of new base versions on OBU's.
8. Installation of cabling, wiring, signals etc. for a complete functional system.
9. Provide certain training to CCT designated personnel.
10. Setup, configuration, installation, commissioning and troubleshooting of NVR, POE switch, CCTV cameras, accelerometer, driver CCTV display screen, etc.
11. Extract on-board video footage as and when required.

4.3.2.4 APTMS schedule adherence and bus tracking system specialist

4.3.2.4.1 Qualifications & experience

The Contractor shall provide an APTMS schedule adherence and bus tracking systems specialist who meets the following minimum requirements:

1. A person approved by the APTMS schedule adherence and bus tracking system OEM to work on the central control system or any other OEM module or sub-system as may be required.
2. Must have at least 5 years' experience and in-depth knowledge of the existing OEM schedule adherence and bus tracking system and other specialist areas required to support and/or expand the existing LIO system.

4.3.2.4.2 Summary of minimum tasks

The duties of the APTMS schedule adherence and bus tracking systems specialist shall include but not be limited to the following:

1. Full OEM maintenance support of current installed system.
2. Shall be available part time, remote and/or local on-site support.
3. Over and above OEM support, must be available for a total of at least 15 working days (Mondays - Fridays) per year for the duration of the Contract, i.e. 45 days total. The time shall be accumulative over the Contract period and can be spent disproportionately over time, e.g. 30 days in year 1 and 10 days in year 2 and 5 days in year 3.
4. Must be available to spend at least half of the above time in Cape Town at the CC or elsewhere on-site if required.
5. Clean-up and prepare route survey data to import and use in the back-office scheduling system.

6. Maintenance, troubleshooting and configuration of the depot data management front-end allowing data upload/download at the depot.
7. Back-end server and / or database configuration and / or re-installation if required.
8. Setup and configuration of schedule adherence workstation clients if required.
9. Provide specialist training to the CCT if required, including on the job training to CCT system controllers and operations manager in the CC.
10. Expansion of the existing APTMS system to accommodate all new buses, routes and stations if required.
11. Any other APTMS schedule adherence and bus tracking systems specialist maintenance and/or operational support work as may be required.

4.3.2.5 Bus scheduling system specialist

4.3.2.5.1 Qualifications & experience

The Contractor shall provide a bus scheduling system specialist who meets the following minimum requirements:

1. A person approved by the existing OEM bus scheduling system to perform specialised OEM work on the central scheduling system or any module as may be required.
2. Must have an in-depth knowledge of the OEM bus scheduling system including database (Oracle), advanced scheduling or any other specialist area required to support and/or expand the existing bus scheduling system.

4.3.2.5.2 Summary of minimum tasks

The duties of the bus scheduling system specialist shall include but not be limited to the following:

1. Full OEM maintenance support of current installed system.
2. Shall be available part time, remote and/or local on-site support.
3. Over and above OEM support, must be available for a total of at least 10 working days (Mondays - Fridays) per year for the duration of the Contract, i.e. 30 days total. The time shall be accumulative over the Contract period and can be spent disproportionately over time, e.g. 20 days in year 1, 5 days in year 2 and 5 days in year 3.
4. Must be available to spend at least half of the above time in Cape Town at the CC or elsewhere on-site if required.
5. Support / advise the CCT bus schedulers in any task if required.
6. Assist in the optimisation of bus and driver scheduling if required.
7. Export of information via VDV standards as required for export to the existing APTMS schedule adherence and bus tracking system or any other as may be required.
8. Provide specialist training to the CCT if required, including on the job training in the CC to CCT designated personnel.
9. Assist in the development of new schedules for the system expansion if required.
10. Any other OEM bus scheduling specialist maintenance and/or operational support work as may be required.

4.3.2.6 Maintenance technicians

4.3.2.6.1 Qualifications & experience

The Contractor shall provide maintenance technicians who meet the following minimum requirements:

1. Shall be South African citizens or persons with a permanent residency permit status.
2. Reside in Cape Town for the duration of the Contract.
3. Must have an education qualification at a level of NQF4 or higher.

4. Minimum 5 years' accumulated work experience post qualification per technician in the APTMS, ICT or CCTV related fields.
5. Technicians working on buses shall have at least 1 year experience working in the automotive environment.
6. The Contractor shall ensure all technicians trained in and adhere to OHS regulations and QA requirements.
7. The Contractor shall provide a sufficient number of technicians to meet the KPI's.

4.3.2.6.2 Summary of minimum tasks

The following minimum tasks are expected from the technicians:

1. Carry out work on buses, at the depot, in the CC or anywhere on-site as may be required.
2. General Responsive Maintenance tasks.
3. General Preventive Maintenance tasks.
4. Basic troubleshooting.
5. General installation of new equipment.
6. Shall adhere to QA and OHS requirements.
7. The Contractor shall assign a responsible person to supervise the work of technicians.

4.3.3 Description of Existing System

This section provides a description of the APTMS systems to be maintained as part of this maintenance contract.

The MyCiTi APTMS can be divided into four main operational areas.

1. The Transport Management Centre (TMC), also known as the Control Centre (CC), where the servers and network infrastructure supporting the APTMS systems are hosted and the MyCiTi APTMS is operated from.
2. The stations where the passengers are provided with real time bus departure times from the APTMS in a secure environment.
3. The depots where the vehicles are stationed outside of operational hours and the transfer of data to and from the on-board APTMS equipment is enabled.
4. The fleet of vehicles with installed on-board APTMS equipment for vehicle tracking, schedule adherence, stop announcements, CCTV recording and other services.

4.3.3.1 Control Centre System Architecture

The Control Centre system architecture consists of, but is not limited to, the information as provided in sections 4.3.3.1.1 to 4.3.3.1.4.

4.3.3.1.1 Servers

The virtual server environment at the TMC consists of 4 x DELL PowerEdge R730 servers and 2 x DELL PowerEdge R430 servers in a VM clusters using vSphere virtualisation software.

A further 2 x DELL PowerEdge R430 and a DELL PowerEdge R230 physical server forms part of the server infrastructure.

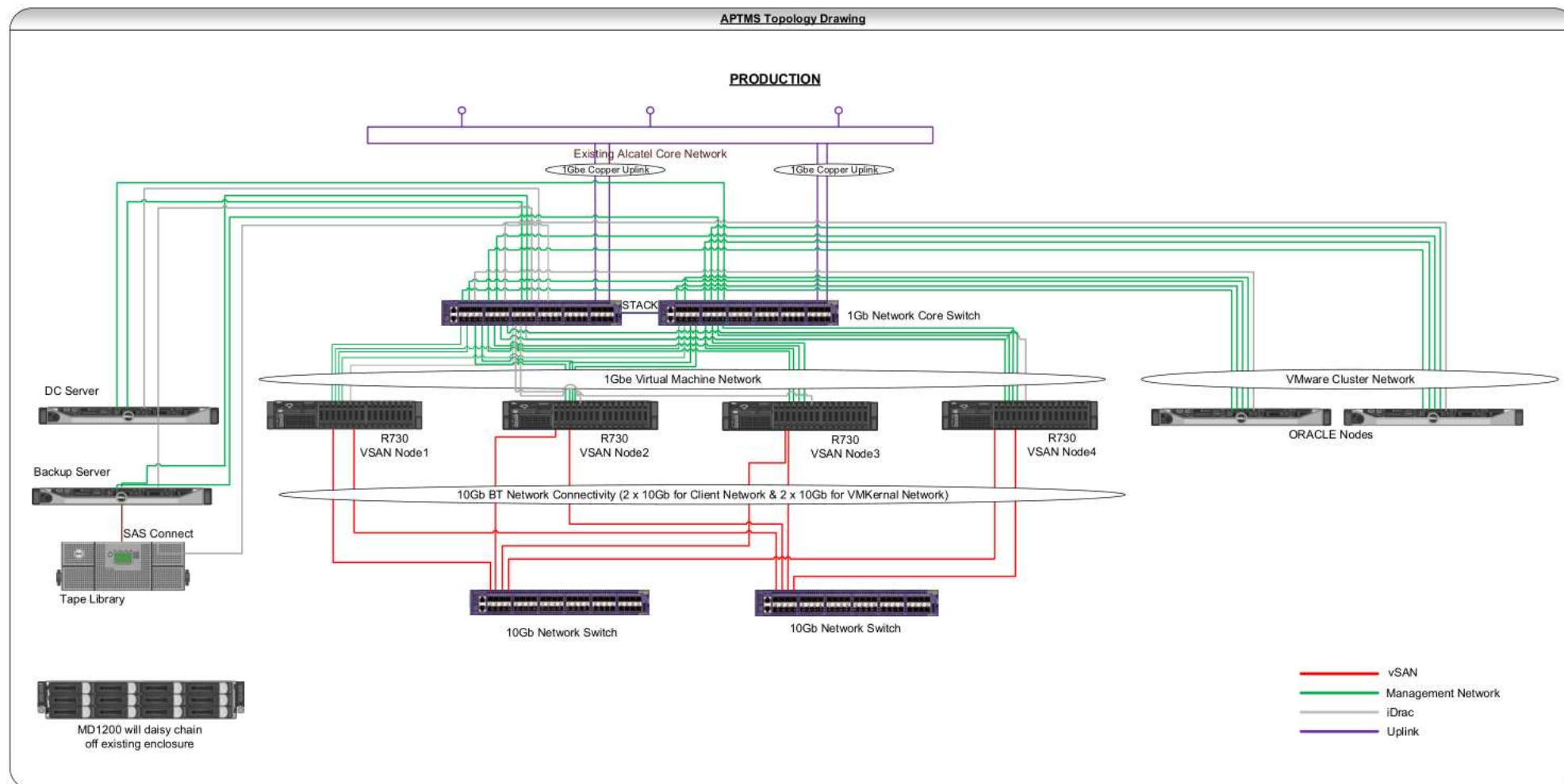


Figure 2: Control Centre virtual server topology.

The storage architecture consists of a DELL PowerVault MD3200i SAN and 2 x iSCSI daisy chained DELL PowerVault MD1200 DAS expansion units for a total storage capacity of 100TB.

The servers located at the TMC includes, but is not limited to, the list as provided below in Table 1.

Table 1: Control Centre servers

#	Description	Quantity
1	DELL PowerEdge R730 Server	4
2	DELL PowerEdge R430 Server	4
3	DELL PowerEdge R230 Server	1
4	DELL PowerVault MD3200i SAN	1
5	DELL PowerVault MD1200 DAS	2
6	DELL PowerVault TL4000 Tape Library	1
7	Microsemi SyncServer S600 Network Time Server with antennas	2

The specification of the DELL PowerEdge R730 Server:

1. 2 x Intel Xeon E5-2667 3.20GHz
2. 3 x Dell/Toshiba 1.5TB SSD
3. 9 x Dell/Toshiba 1.7TB HDD
4. 384GB RAM
5. Dual PSU

The specification of the DELL PowerEdge R430 Server:

1. 2 x Intel Xeon E5-2623 2.60GHz
2. 2 x Dell / ATA 372GB SSD
3. 32GB RAM
4. Dual PSU

The specification of the DELL PowerEdge R230 Server:

1. 2 x Intel Xeon E3-1230 3.50GHz
2. 1TB HDD
3. 8GB RAM

The installed specification of the DELL PowerVault MD3200i SAN: 12 x 4TB = 40TB Raid 5

The installed specification of the DELL PowerVault MD1200 DAS: 12 x 4TB = 40TB Raid 5

4.3.3.1.2 Networking infrastructure

The networking layout at the Control Centre consists of a high availability cluster of 2 x Xtreme X620 10Gb and 2 x Xtreme X440-G2 48-port GbE network switches as part of the VM network.

The APTMS network expands further to the stations and depots with a core cluster of 2 x Alcatel-Lucent OmniSwitch 9600.

Network access to the other areas of the TMC is extended with 2 x Alcatel-Lucent OmniSwitch 6400-P24 network switches.

The firewall is configured with a cluster of 2 x DELL SonicWALL NSA 3600 which acts as the gateway to the internet and MTN APN network.

The networking equipment located at the TMC includes, but is not limited to, the list as provided in Table 2.

Table 2: Control Centre networking equipment

#	Description	Quantity
1	Xtreme X620 10Gb network switch	2
2	Xtreme X440-G2 48-port GbE network switch	2
3	Alcatel-Lucent OmniSwitch 9600 network switch	2
4	Alcatel-Lucent OmniSwitch 6400-P24 network switch	2
5	DELL SonicWALL NSA 3600 firewall	2

4.3.3.1.3 Workstations

The MyCiTi operations floor at the Control Centre consists of 4 rows of workstations with multiscreen configurations.

All workstations are running Windows 10 with Avira antivirus and Shadow Protect backup software as part of the basic software services.

The workstations to be maintained includes, but is not limited to, the summary as provided in Table 3.

Table 3: Control Centre workstations

#	Hardware	Operational Software	Quantity
1	Workstation with 3 monitors	Schedule adherence and bus tracking client	7
2	Workstation with 3 monitors	Schedule planning client	2
3	Workstation with 2 monitors	Station intercom software	2

4.3.3.1.4 Software and applications

The software and applications installed at the TMC consists primarily of the following four groupings. Schedule adherence and bus tracking (Trapeze LIO), schedule planning (MDV DIVA), on-board CCTV recording (DTI) and base layer support software.

The software and applications to be maintained during maintenance includes, but is not limited to, the list as provided in Table 4.

Table 4: Control Centre software and applications

#	Description	Quantity
1	Schedule adherence and bus tracking: server	1
2	Schedule adherence and bus tracking: data management	1
3	Schedule adherence and bus tracking: Business intelligence	1
4	Schedule adherence and bus tracking: Depot data management backend	1
5	Schedule adherence and bus tracking: Depot data management frontend	7
6	Schedule adherence and bus tracking: Bus communication (Voice and data telegrams)	1
7	Schedule adherence and bus tracking: Client workstation (TMC operator)	10
8	Schedule adherence and bus tracking: Depot client (View only)	10
9	Duty Scheduling	2
10	Duty Optimisation	1
11	Vehicle Optimisation	1
12	Transfer Optimisation	1
13	DTI Fleet manager: On-board CCTV management software	8
14	Stentofon AlphaWeb XE	296
15	Avira Antivirus	52
16	Storage Craft Shadow Protect	47

4.3.3.2 Systems at Stations

The MyCiTi bus routes consists of 38 trunk stations on the trunk routes that are equipped with electronic equipment as part of the APTMS infrastructure. An additional 4 trunk stations are non-operational and could become operational at some point during the contract.

Each trunk station is made up of a number of interlinked platforms. A platform is defined as an enclosed space with a bus stopping point on one or both sides. There is a total of 78 platforms as summarised in Table 19: MyCiTi trunk stations in section 4.5.

The equipment installed on the stations and to be maintained as part of this contract consists primarily out of Network Switches, Passenger Information Displays (PIDs), Intruder Detection Systems and Intercom Systems.

A diagram of a typical station with the relevant equipment is shown in Figure 3.

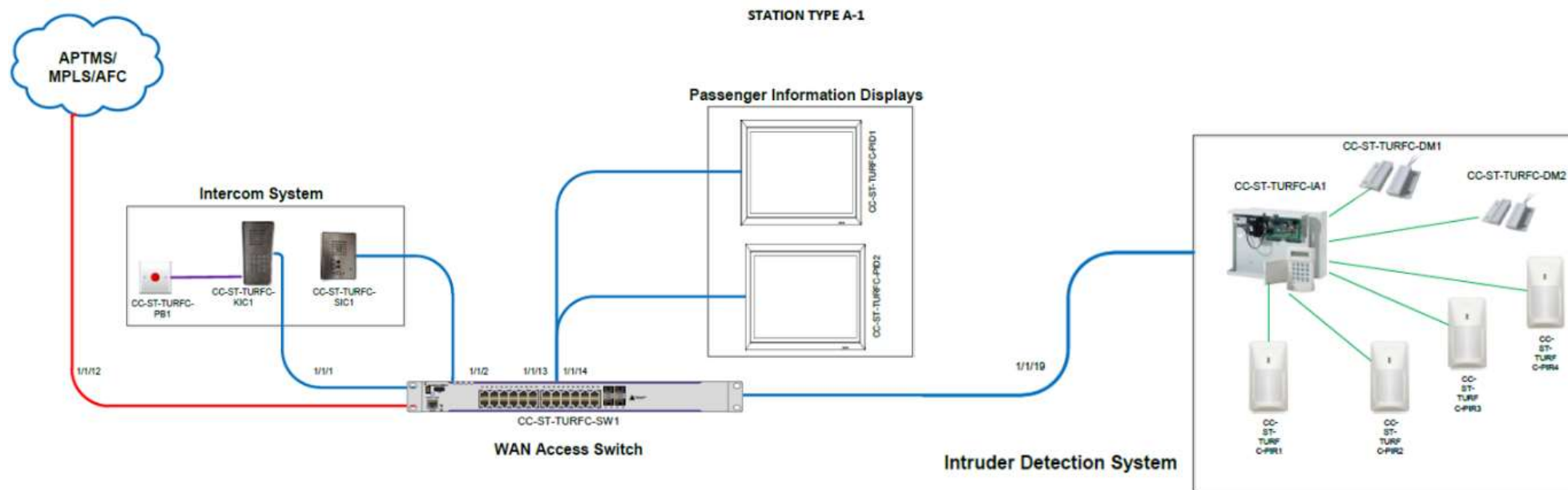


Figure 3: Typical station equipment.

The station equipment types and quantities to be maintained during maintenance includes, but is not limited to, the list as provided in Table 5.

Table 5: Station equipment types and quantities

#	Description	Quantity
1	Alcatel-Lucent 6850E-24	27
2	Alcatel-Lucent 6860E-24	13
3	MOXA EDS 1GT2SFP	5
4	MOXA EDS 518A	1
5	MOXA EDS G509	1
6	Hantarex Airtank 32 inch LCD displays	125
7	Galaxy Dimension GD-48 control panel including Galaxy Ethernet module, Galaxy MK7 LCD keypad	38
8	Kiosk intercom - Stentofon SB 401	47
9	Platform intercom - Stentofon SB 442	78

The systems at the stations consists of, but is not limited to, the information as provided in sections 4.3.3.2.1 to 4.3.3.2.4.

4.3.3.2.1 Network Switches

Network connectivity from the TMC to the APTMS equipment at the stations is provided by the City over their MPLS network.

Connectivity to the MPLS network at the station is established with a copper port connection between the APTMS network switch and the MPLS network switch. Both are located in the same server rack.

The APTMS network switches to be maintained at the stations are typically an Alcatel-Lucent 6850E-24 or Alcatel-Lucent 6860E-24 24 port.

Some stations, depending on their length from the first to the last platform, consists out of more than one network switch interlinked with fibre.

4.3.3.2.2 Passenger Information Displays (PIDs)

All trunk stations are equipped with passenger information displays (PIDs) to display the expected departure time of all buses from the station platform.

The PIDs are connected to a HTML web based stream from the Passenger Information (PI) server located at the Control Centre.

These PIDs are Hantarex Airtank 32 inch LCD displays and are enclosed in a vandal resistant enclosure with built in Windows XP based PC.

The PIDs are fixed to a bracket which is suspended from the platform ceiling. In most cases the PID's are installed back to back per platform on a double sided bracket.

4.3.3.2.3 Intruder Detection System

An intruder detection system is installed at all trunk stations to detect unauthorised access during non-operational hours.

The alarm system consists out of a Galaxy Dimension GD-48 control panel, Galaxy Ethernet module, Galaxy MK7 LCD keypad, a number PIR detectors per platform and a magnetic contact switch on the access door to the server rack.

4.3.3.2.4 Kiosk and Platform Intercom

All trunk stations are equipped with a Stentofon/Zenitel IP based intercom system.

On the platforms a publicly accessible vandal resistant IP intercom is installed for use by the public.

The platform intercom has a button for MyCiTi related information requests and a second button for emergencies.

The Stentofon SB 442 are used on the platforms.

A kiosk IP intercom is installed in all MyCiTi operational kiosks for use by the kiosk attendant.

The kiosk intercom includes a full number pad with panic button integration.

The Stentofon SB 401 are used in the kiosks.

4.3.3.3 Systems at Depots

The MyCiTi bus services are supported by 7 depots located in different locations throughout the greater Cape Town area.

The 7 depots are located in Atlantis, Dunoon, Blackheath, Prestwich, Foreshore, Woodstock and Hout Bay.

In terms of the APTMS, the main purpose of the infrastructure installed at the depots can be categorised into two main sections.

1. The transfer of data to and from the vehicle OBU via the 2.4 GHz Wi-Fi network. This data includes route and schedule information required by the OBU to enable schedule adherence and tracking. Data logged during normal operations is also captured and uploaded to the TMC.
2. The on-board CCTV NVR uploads recorded events to the TMC for further analysis. This is the bulk of data transferred over the 5 GHz Wi-Fi network.

The APTMS infrastructure at a typical depot primarily consists of a network switch, Depot Data Management frontend server, on-board CCTV archiving server, wireless access points and supporting networking equipment depending on the size of the depot.

A diagram of a typical depot with the relevant equipment is shown in Figure 4.

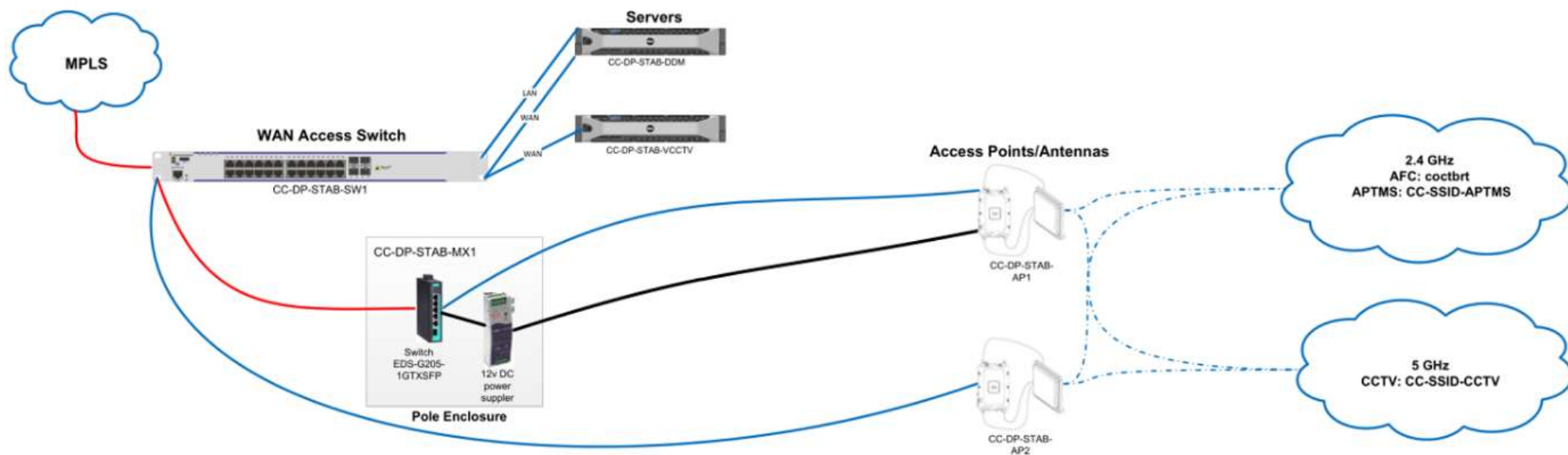


Figure 4: Typical depot equipment

The systems at the depots consists of, but is not limited to, the information as provided in sections 4.3.3.3.1 to 4.3.3.3.3.

4.3.3.3.1 Servers

The server rack at each depot contains two APTMS servers.

1. Depot Data Management frontend server
2. On-board CCTV archive server

The Depot Data Management frontend server is used as an intermediary server for the storage of data in transit to and from the vehicles and the TMC.

This includes software and base version updates for the OBU on the vehicles and schedule adherence data logged during operations by the OBU.

The on-board CCTV archive server is used for the downloading of recorded event from the on-board NVR.

The servers are supported by an PC monitor, keyboard, mouse and KVM switch.

The servers installed at the depots are summarised in Table 6.

Table 6: Depot servers

#	Depot	Depot Data Management frontend	On-board CCTV archive
1	Atlantis	Dell PE R220 Xeon Blade	Dell PE R330 Xeon Blade
2	Dunoon	Dell PE R220 Xeon Blade	Dell PE R330 Xeon Blade
3	Blackheath	Dell PE R220 Xeon Blade	Dell PE R330 Xeon Blade
4	Prestwich	Dell PE R220 Xeon Blade	Dell PE R330 Xeon Blade
5	Foreshore	Dell PE R220 Xeon Blade	Dell PE R220 Xeon Blade
6	Woodstock	Dell PE R220 Xeon Blade	Dell PE R220 Xeon Blade
7	Hout Bay	Dell PE R220 Xeon Blade	Dell PE R220 Xeon Blade

The specification of the Dell PE R220 Xeon Blade installed:

1. 1U Rack Server
2. 1x Intel Xeon E3-1220 v3 3.1GHz, 8M Cache, Turbo,
3. 4C/4T, 80W
4. 2x Broadcom 5720 dual-port 1Gb LOM
5. 4GB Memory 1600MHz
6. 2x 500GB SATA 7.2k 3.5" HDD
7. DVD+/-RW, SATA, Internal

The specification of the Dell PE R330 Xeon Blade installed:

1. 1U Rack Server
2. 1x Intel Xeon CPU E3-1200 v5
3. 4C/4T, 80W
4. 2x Broadcom 5720 dual-port 1Gb LOM
5. 8GB Memory 1600MHz
6. 3TB SATA 7.2k 3.5" HDD
7. DVD+/-RW, SATA, Internal

4.3.3.3.2 Network Switches

Network connectivity from the TMC to the APTMS networks at the depots is provided by the City in all cases using either the City's MPLS network, wireless backhaul link or ADSL.

Connectivity to the MPLS network at the station is established with a copper port connection between the APTMS network switch and the MPLS network switch. Both are located in the same server rack.

The network switch installed at each depot is either an Alcatel-Lucent 6850E-P24 or Alcatel-Lucent 6860E-P24 24 port.

Wi-Fi coverage at the larger depots requires the use of Moxa network switches to provide network connectivity to the Cisco Access Points at the furthest points of the depots.

Connectivity to these Wi-Fi Access Points are provided with multimode fibre between the Alcatel and Moxa network switches. Atlantis, Prestwich, Stables and Woodstock are the depots with additional Moxa network switches.

The installed network switches are summarised in Table 7.

Table 7: Depot network switches

#	Depot	Network switch
1	Atlantis	Alcatel-Lucent 6860E-P24
		Moxa EDS-G205-1GTXSFP
2	Dunoon	Alcatel-Lucent 6860E-P24
		Moxa EDS-G205-1GTXSFP
3	Blackheath	Alcatel-Lucent 6860E-P24
4	Prestwich	Alcatel-Lucent 6860E-P24
		Moxa EDS-G205-1GTXSFP
5	Foreshore	Alcatel-Lucent 6860E-P24
6	Woodstock	Alcatel-Lucent 6850E-P24
		Moxa EDS-G205-1GTXSFP
7	Hout Bay	Alcatel-Lucent 6860E-P24

4.3.3.3.3 Wi-Fi Access Points

Network connectivity to the vehicle on-board equipment is provided via Cisco Wireless Access Points (APs) using both 2.4 GHz and 5 GHz equipped with directional panel antennas.

Wireless connectivity is also provided for MyCiTi AFC on a separate SSID using 2.4 GHz.

The Cisco APs are connected to the local network using CAT6 PoE and for longer runs fibre is used to provide network connectivity back to the Alcatel network switch.

Where fibre is used, an enclosure is installed at the Cisco AP to provide local power for the AP and Moxa network switch.

The Cisco Aironet AP1572EAC is used as Wireless APs at all depots with the Cisco Aironet 2.4-GHz/5-GHz 8-dBi directional antenna (AIR-ANT2588P3M-N).

A summary of the wireless equipment per depot is provided in Table 8.

Table 8: Depot wireless access points

#	Depot	Number of Cisco Wireless APs (PoE/Fibre)
1	Atlantis	1 x PoE, 1 x Fibre
2	Dunoon	1 x PoE, 2 x Fibre
3	Blackheath	2 x Fibre
4	Prestwich	1 x PoE, 2 x Fibre
5	Foreshore	1 x PoE
6	Woodstock	1 x PoE, 1 x Fibre
7	Hout Bay	1 x PoE

4.3.3.4 Systems Installed on Vehicles

The MyCiTi service is operated using a total of 361 vehicles from a combination of 8 vehicle types as summarised in Table 9.

Table 9: Vehicle types

#	Description	Size	Quantity
1	Volvo B12MA	Articulated 18m	8
2	Volvo B7RM	Rigid 12m	34
3	Volvo B7R	Rigid 12m	10
4	Optare Solo	Rigid 12m	212
5	Scania K250	Rigid 12m	40
6	Scania K310	Articulated 18m	23
7	Volvo B9L	Rigid 12m	19
8	Volvo B9LA	Articulated 18m	15

The main systems installed on the vehicles are the bus schedule adherence and tracking system and the on-board CCTV NVR event recorder.

The typical layout of equipment on a 12m vehicle is shown in Figure 5. Note that this is not exactly the same for all bus types and that there are some variations in the combination of equipment installed.

Refer to (14.4) VEHICLE WIRING DIAGRAMS at the end of the document for more detail.

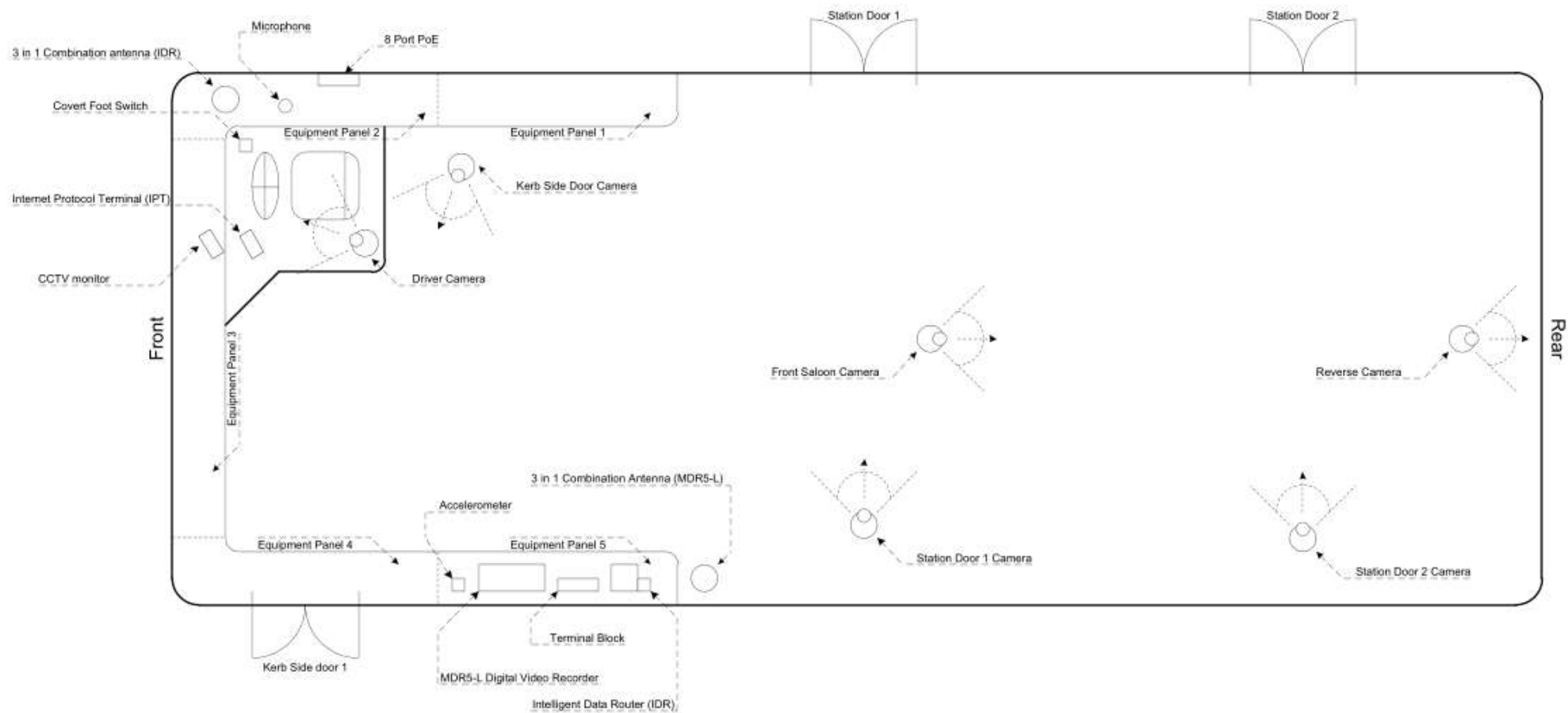


Figure 5: Typical vehicle equipment layout

The systems installed on the vehicles consists of, but is not limited to, the information as provided in sections 4.3.3.4.1 to 4.3.3.4.3.

4.3.3.4.1 OBU and driver terminal

The on-board system for schedule adherence and tracking is installed on the vehicles in three different model configurations.

The first and older combination of OBU with driver terminal (Trapeze IBIS and MTT) were procured during 2011. These units are only installed on the older Volvo B12MA, Volvo B7RM, Volvo B7R and some of the Optare Solo vehicles.

The second combination of OBU and driver terminal (Trapeze IDR-f and IPT) were procured during the period 2016 - 2018. These units are primarily installed on the Scania K250, Scania K310, Volvo B9L, Volvo B9LA and some of the Optare Solo vehicles.

The latest combination of OBU and driver terminal (Trapeze IDR-I and IPT) were procured in 2022. These units are installed on the Optare Solo vehicles.

The implemented on-board system functionality includes but is not limited to:

1. Driver login and route / block selection.
2. Automatic Vehicle Location (AVL) by the OBU via GPS and odometer pulses.
3. Updated vehicle location sent to TMC every 30 seconds (CCT has an existing APN service provider).
4. Schedule adherence tracking and display to driver, colour coded in accordance with predefined thresholds.
5. Interface with and updates the internal next stop display at predefined interval after leaving a stop.
6. Automatic voice annunciation of next stop at predetermined interval before next stop.
7. Request To Talk (RTT) push button requests the TMC to establish contact with the driver.
8. Voice communications with TMC.
9. List of previous and next stops displayed to driver.
10. Passenger voice announcements possible by both the driver and directly from the TMC.
11. Pre-programmed text messages can be selected and sent to the TMC.
12. Interface with various bus signals including odometer, reverse gear signal, ignitions sense signal, door open/close (left and right hand doors).
13. The OBU goes through a managed shut down procedure once the ignition is switched off.
14. The driver terminal power is also managed by the OBU through a control circuit.
15. Real-time operations data for every bus are logged by the OBU unit (known as *.SAF files)
16. OBU enters into a controlled shut down procedure during bus docking at the depot, uploads/downloads data including SAF files via Wi-Fi. Process managed by the Depot Data Management frontend server.
17. OBU is connected to roof-mounted antennas with the following detail: IP67 antenna, 3 in 1 combination including GPS, GSM/UMTS and Wi-Fi. Both 2.4GHz and 5.8GHz Wi-Fi frequencies are supported.
18. Covert driver panic button (2-wire) alerts TMC of an emergency. TMC can choose to listen in to bus only (on-way communications).
19. OBU system clock time is synchronised with central system clock time.

4.3.3.4.2 CCTV Network Video Recorder

The DTI MDR5 on-board Network Video Recorder (NVR) is installed on all vehicles of the fleet.

The NVR is connected to all the on-board CCTV cameras via PoE switch and continuously records the

video footage.

Events triggered by a connected accelerometer or other input signals are tagged on the video stream and uploaded later to the depot video archive server.

The implemented NVR on-board system functionality includes but is not limited to:

1. On-board cameras setup and calibrated to deliver high quality images of the desired field of view.
2. 8 channel event based recording stored locally on NVR.
3. GPS based vehicle tracking as part of video recordings.
4. Calibrated accelerometer interface with NVR to trigger events, based on harsh braking, cornering, impact, etc.
5. Bus driver can view cameras on CCTV display screen.
6. Wi-Fi connectivity at depots for video upload.

4.3.3.4.3 On-Board Equipment Quantities

The OBU, driver terminal, NVR and all other equipment installed throughout the fleet of 361 vehicles and included as part of the maintenance contract are summarised, but not limited to, the items listed in Table 10.

Table 10: Summary of on-board equipment

#	Description	Quantity
1	OBU first generation (IBIS)	105
2	Driver terminal first generation (MTT)	105
3	OBU second generation (IDR-f)	179
4	Driver terminal second generation (IPT)	256
5	OBU third generation (IDR-l)	77
6	Antenna for OBU (3 in 1 combination antenna: GPS, GSM/UMTS and Wi-Fi. Both 2.4GHz and 5.8GHz)	361
7	Driver panic button (2 wire covert push button)	361
8	TOA DM-524B driver microphone	361
9	CCTV NVR (MDR5)	361
10	Driver CCTV display (10 inch Inelmatic)	361
11	Accelerometer	361
12	IP cameras (Axis M3113-R and Axis P3904-R)	2036
13	PoE switch (4 port and 8 port)	620
14	Antenna for MDR5-L (3 in 1 combination antenna: GPS, GSM/UMTS and Wi-Fi. Both 2.4GHz and 5.8GHz)	361
15	Terminal block	361
16	Driver and saloon speakers	361
17	Internal next stop display	361
18	External destination display	581
19	Controller: Internal/external displays	361

4.3.4 Detailed specification: General

4.3.4.1 Quality requirements

The following shall apply:

1. The quality assurance obligations shall apply to the Contractor (including all Joint Venture or Consortium partners) and all subcontractors.
2. It is the Contractors responsibility to ensure all his sub-contractors complies with quality management procedures.
3. The Contractor shall develop a comprehensive Quality Assurance (QA) plan and methodology to be submitted to the City for approval.

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4. The QA plan shall be continuously reviewed, improved and updated as required throughout the Contract duration.
5. The QA plan shall include detailed procedures, schedules and checklists used by the Contractor and his personnel. This shall include sign off and holding points as required.
6. The QA plan shall address all aspects of the work, including:
 - a. Administrative obligations incl.
 - i. record keeping
 - ii. document management
 - iii. document naming structure and version control
 - iv. register of documents submitted to CCT
 - v. register of as-built documentation, updated as and when required
 - vi. register of training and attendance registers
 - vii. other as required
 - b. version control of software, firmware and any other items as applicable
 - c. financial management, costs breakdown, payment certificates, cash flow forecasts
 - d. internal processes, procurement procedures, internal pre-commissioning and commissioning procedures with sign off points
 - e. Test and commissioning procedures
 - f. Spares stock management
 - g. Training and documentation
7. Devices, equipment, parts, software, etc. procured under these specifications shall be new and shall be the latest model in current production, as offered to commercial trade, and shall conform to quality workmanship standards.
8. As part of maintenance, installed equipment may be repaired. Repaired equipment may be taken back into stock, given that they have been proven to be fully operational and reliable. It shall at all time be possible to differentiate between new and repaired devices / equipment.
9. No self-tapping screws shall be used unless specifically approved.
10. Double sided tape is not an acceptable means to fix equipment or any part thereof.
11. Equipment and sub-components shall be identified by a part number and/or serial number, permanently and legibly affixed directly to the surface of the unit.
12. Wherever the Contractor is required to label cabling, components or any other device, numbering schemes shall be consistent with that already in place or as agreed with the City.
13. All work shall be of the highest standard and shall include provision and installation of any sundry material to make work neat, e.g. cable management systems and labelling where required.
14. The Contractor shall make neat any maintenance or installation work and ensure the work site is clean. The Contractor shall remove any packaging or debris from site which shall be disposed in an environmentally friendly manner.
15. The Contractor shall not stand on bus seats to gain access to a bulk head or any device or part of the bus. A step ladder or alternative shall be used if safe.
16. Where no other practical means are possible, the Contractor shall use protective covering over bus seats to be approved by the VOC in writing.
17. The Contractor shall close all bus windows once his work is completed.
18. The Contractor shall not alter, modify, adjust or do any type of work on another Contractors' equipment without prior written permission to do so.
19. Measurement instrumentation shall be calibrated by a recognised certified calibration laboratory (e.g. SANAS). Certification of calibration shall be provided upon request without delay.
20. The City and / or the Engineer or one of their representatives may attend any maintenance activity from time to time. If it is found that maintenance is not performed to acceptable quality standards,

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the Contractor shall promptly rectify, include any procedures as required and / or employ more personnel of relevant skills level at his own cost.

4.3.4.2 Electrical, Wiring, Connections and Environmental

The following shall apply.

1. Except on buses, installations are 230V, AC.
2. On buses, electrical installations are < 100V.
3. Electrical installations shall be to SANS 10142-1: Latest revision (The wiring of premises Part 1: Low-voltage installations).
4. Electrical cables on buses shall be to SANS 1017: Latest revision.
5. Only qualified electricians and auto-electricians shall be used where required.
6. Any electrical component and wiring used on vehicles shall be designed and intended for use in the automotive environment and shall be used to manufacturer specifications.
7. Overvoltage: The Contractor shall provide overvoltage protection for all equipment installed.
8. If miniature circuit breakers are required as part of any work, these shall comply with SANS 60947-2 with thermal magnetic operation.
9. All devices shall be suitably protected through earth connections.
10. In bus installations earth/ground connections shall be connected to the chassis and according to SAE J1908_201302.
11. Wire and cable ties shall not be so tight as to cause indentation and damage to the insulation.
12. Adhesive-mounted bases shall not be used to support wire ties or cable supports.
13. Cable routing shall be done to keep conductors free from metal edges, bolt heads or sharp interfering points which could damage cable insulation.
14. Cable routing shall be done to keep conductors separated from strong magnetic fields, e.g. speakers on buses.
15. All conductors providing connections between components shall be provided with strain-relief, and be clear of moving objects that could damage either the conductor or the object.
16. All terminations and cables shall be clearly indexed, labelled and schematically identifiable to the CCT's specifications.
17. All wire labels shall be non-metallic and shall resist standard lubricants and cleaning solvents.
18. When components must be connected to each other through individual wires, the wiring shall be incorporated into a wiring "harness," where each branch of each circuit can be separated from others for troubleshooting.
19. Where required cabling shall be shielded to protect against Radio Frequency Interference (RFI) and Electromagnetic Interference (EMI) emission sources, as well as internal conductive or inductive emissions, e.g. antenna cables of class RG-58, RG-142, e.g. LMR195 or similar.
20. Cable Sprague shall be used wherever required to neaten cable installations.
21. Spring-loaded blade terminals shall comply with the following minimum requirements:
 - shall be of type WAGO or equivalent approved for automotive use
 - shall be used to manufacturer specifications
 - terminals shall be sized correctly for type of wiring used. Any wire size which is smaller than that specified for use with the terminals shall be fitted with a ferule, crimped onto the cable to ensure proper connection.

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- as far as possible it shall be avoided for 2 wires to share the same terminal, unless the terminal is designed for this purpose
 - close to the terminal, cables shall be secured onto the bus body/bulkhead to prevent vibration of the cable in proximity to the terminal block.
22. Items installed on buses operate in environmentally harsh conditions. Any replacements parts or components shall be designed and manufactured to be used in this environment.
23. Items installed on buses operate in harsh environments including continuous vibrations, high ambient temperatures, etc. Any new or replacement parts shall be able to continuously operate without problem within this environment
24. Devices shall be tested and approved to EN50155 heat and vibration, or equivalent approved standard.

4.3.5 Detailed specification: Maintenance

The following shall apply:

1. Maintenance applies to the complete APTMS installation as described in Section 4.3.3
2. The purpose of the maintenance is to ensure complete system functionality remains available and is safe, reliable and delivering integrated systems operations and making improvements where required. As a minimum the full current system functionality as described or implied in Section 4.3.3, including sub-sections shall be maintained.
3. The complete maintenance is included for all systems, subsystems, devices, parts, components, accessories, hardware, applications, software, firmware, and interfaces to other systems and / or any other element as required.
4. The Service Level (SL) with Key Performance Indicators (KPI's) shall apply to all maintenance.
5. The Contractor shall make use of acceptable change control procedures to keep record of any system changes. This procedure shall include holding points to obtain authorised approvals/signatures where applicable.
6. If the Contractor uses different terminology to that specified here, the Contractor shall map this to his own terminology to prove that, as a minimum, all components and maintenance elements specified are covered.
7. The Contractor shall provide an email address and telephone number dedicated to maintenance support. The telephone number shall be manned during system operating hours. Receipt of emails shall be acknowledged immediately and responded to within 24 hours or as required by the SL.
8. The Contractor shall ensure maintenance of all systems is carried out according to manufacturer's recommendations and with approval from OEM's, unless otherwise written approval is granted by the City.
9. The City's current Computerised Maintenance Management System (CMMS) will in future move to a new system. The current platform is Forcelink and the City may in the future migrate to a new asset and maintenance management system.

4.3.5.1 Maintenance Definitions

Below follow key definitions. Other terms will be as defined throughout the document.

1. **Maintenance Plan:** A documented plan defining a detailed approach to system maintenance. It describes application of the maintenance program to a specific system or set of systems. It typically identifies the maintenance activities, priorities, timetables, and resource commitments and expenditures.
2. **Fault or Failure:** when an item can no longer fulfil one or more of its intended functions, or operates in an unstable condition or outside of certain acceptable operating parameters. An item does not need to be completely unable to function to have suffered a failure. Partial functionality will be considered a failure. Software that becomes out of date is considered a failure.
3. **Breakdown:** a type of failure where an item is completely unable to function.
4. **Service request (SR):** Document used to request initiation of maintenance task. Converted into a work order after the service request has been authorised.

5. **Work order (WO):** Document used to plan and manage maintenance tasks. Include description of the work, priority, procedures, parts, materials, tools, instrumentation and equipment required, labour hours, costs and materials consumed. Also include key information about failure causes, work performed, etc.
6. **Job or Task:** A work order which contains all the necessary information required to perform a maintenance task.
7. **Responsive maintenance:** Sometimes called “corrective maintenance”. Maintenance performed in response to failure in order to rectify the problem.
8. **Preventive maintenance:** Sometimes called “routine maintenance”. Maintenance performed on a routine basis at predefined scheduled intervals.
9. **Planned maintenance:** maintenance for which a job procedure (pre-determined or otherwise) has been documented. All labour, materials, tools and equipment required have been estimated and availability assured before commencement of the task.
10. **Scheduled maintenance:** any maintenance work that has been planned and included on an approved maintenance schedule.

Maintenance is divided into 3 main categories, shown in the figure below. Each of these will be discussed in the next sections.

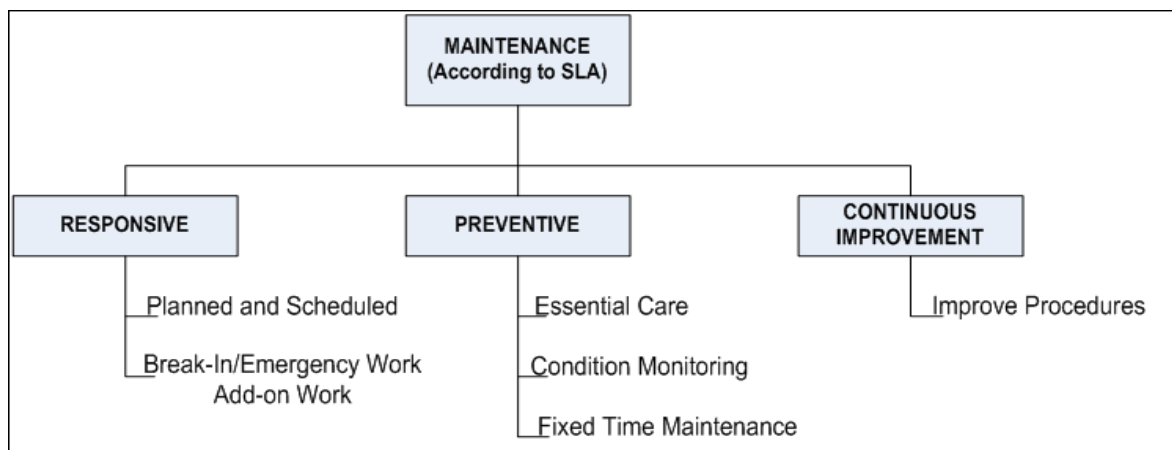


Figure 6: Maintenance categories

4.3.5.2 Responsive Maintenance

The following shall apply:

1. Responsive Maintenance shall include supply, delivery, installation, setup and configuration and testing and re-integration of all parts, components, devices or software and related services and any work required to correct / rectify / resolve any system failure and its restoration to safe, reliable, normal operation to fulfil its intended function.
2. Major software updates or system upgrades shall be included.
3. Responsive Maintenance shall include testing and re-commissioning to prove complete system functionality has been re-instated.
4. Failures and upgrades shall be rectified by repair or replacement of faulty components and / or update/upgrade of any software, firmware, databases, applications, etc.
5. Key Performance Indicators (KPI's) shall be measured against SL obligations.
6. System failures shall be logged directly in the City's CMMS by the Contractor. This can also be done by parties other than the Contractor.
7. Failures will result in a Service Request (SR) being logged in the City's CMMS and assigned to the Contractor by the CC.
8. If a failure is outside of the Contractors scope, the SR shall be rejected with motivation for escalation to the correct party.

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9. The Contractor and/or his sub-contractors shall create a Work Order (WO) which shall detail the planning of resources.
10. After the final remedy, the WO will not be considered closed before 3 days of normal, stable systems operation after the fault was rectified. If the same problem occurs again within this period, it will be considered as belonging to the original WO.
11. Where applicable Responsive Maintenance shall be initiated through Preventive Maintenance procedures. For example, failure modes which lend themselves to condition monitoring shall be inspected on a regular basis and/or conditions monitored remotely to detect any failure before it results in a breakdown.
12. Any system failure shall be inspected and analysed to identify the reason for the failure.
13. Where a device / component fails and requires return to the OEM for analysis, the Contractor shall promptly return such device / component to the OEM. Any related costs for shipment and / or analysis shall be carried by the Contractor.
14. Action shall be taken to eliminate or reduce the frequency of similar future failures.
15. Failure analysis procedures and results shall be documented and form part of the maintenance reports and continuous improvement process.
16. The cause of any failure shall be logged against the asset and Root Cause Analysis (RCA) shall be reported against all items. A complete record of the asset history shall be kept and made available to CCT upon request by the City of the Engineer.
17. Repaired parts can be used as part of the spares stock. Repaired parts shall be clearly identifiable to differentiate them from new stock.
18. No part shall be repaired more than twice. Upon the third breakdown or failure of the same part, that part shall be replaced by a new part.

4.3.5.2.1 Planned and Scheduled Maintenance

The following shall apply:

1. The maintenance manager shall be responsible for planning of all work orders.
2. Planning shall include a form with checklist to complete including but not limited to:
 - Verify the scope of the job.
 - Equipment, tools, instruments, parts, material, spares and personnel to do the job are identified and allocated.
 - Personnel have the required skills needed.
 - A description of job steps is documented.
 - Risk and safety requirements are identified.
 - Necessary technical documentation is available.
 - Estimated job duration by skills and the number of people needed for the job.
 - Required permits available, including wayleaves if necessary.
 - Consider location and define physical and environmental constraints.
 - Record keeping of all parts and costs
 - Identify and avoid duplicate work
 - Consider performing other jobs in parallel to save time and/or costs
 - Coordination with other Contractors / role players
 - Consider testing to be performed to prove system restoration
3. Where other parties report a fault, an accurate description of the fault will be given as far as possible. It shall however remain the responsibility of the Contractor to obtain complete information about any failure to plan the maintenance as described.

4. After a job is planned it shall be scheduled and executed, within the obligations of the SL.

4.3.5.2.2 Emergency Maintenance

The following shall apply:

1. Emergency maintenance will be assigned the highest priority level. Various scenarios of critical nature can lead to this including but not limited to:
 - a. An immediate safety or environmental hazard.
 - b. Failure of any core CC system functionality.
 - c. Failures that undermine system integrity, e.g. scenarios that lead to incorrect BI reports to manage the VOC contract, e.g. incorrect mileage, missed trips reporting, etc.
 - d. No communications with buses.
 - e. No tracking of buses.
 - f. System backup failure
 - g. LIO G3 client(s) down
 - h. Bus have incorrect base version, i.e. incorrect route/schedule information loaded
 - i. Any failure or breakdown with significant impact on the system or operations
 - j. Any further requirements as may be determined by CCT from time to time.
2. The Contractor shall have pre-planned emergency maintenance procedures in place at all times. These shall be submitted to the City for approval.
3. Emergency maintenance shall be carried out without delay, within the requirements of the SL.

4.3.5.2.3 Failure Resolution, System Testing and Documentation

Responsive maintenance shall include testing and re-commissioning to prove complete re-integration and reliable, accurate and safe operating conditions have been re-instated. The following shall apply:

1. It shall be the Contractors responsibility to:
 - a. Prove full system functionality has been re-instated.
 - b. Develop detailed test documentation and issue to the CCT for approval.
 - c. Submit test reports with results of any testing proving normal and stable operations have been re-established.
2. If test procedures or results are not satisfactory the Contractor shall include additional testing and / or re-testing or perform further maintenance if required, while SL obligations and penalties remain in force.
3. The City and/or Engineer might at their own discretion witness any testing.
4. The City retains the right to demand further testing if in its opinion the provided information is inadequate, or if the system is unstable or fails to meet intended operating conditions or for other reasons as may be motivated by the City.
5. Testing might be required over more than one day and include other systems to prove systems integration and to achieve acceptable test conditions or sample size for acceptable statistical evaluations.
6. Where system changes are effected, the Contractor shall be responsible to keep, update and generate new as-built documentation as required within 14 days after failure resolution.

4.3.5.3 Preventive Maintenance

1. The key objectives of Preventive Maintenance are:
 - a. ensure continuous optimum system performance and peak efficiency of equipment

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- b. monitor device performance and minimize deterioration
 - c. detection and correction of incipient failures either before they occur or before they develop into breakdowns
 - d. ensure all software is updated
2. Preventive Maintenance shall be a planned, scheduled and controlled program.
 3. Depending on the device or component preventive maintenance periods for different parts may be done at different intervals, such as weekly, bi-weekly, monthly, quarterly, 6 months or annual.
 4. Preventive maintenance is sub-divided into
 - a. Fixed time maintenance:
 - i. Systematic inspections based on manufacturer recommendations, considering Mean Time Between Failures (MTBF) and any other recommendations as may apply.
 - ii. Trend analysis through component History. Anticipate component failure before it occurs.
 - b. Essential care including:
 - i. Detailed cleaning
 - ii. Replace and renew
 - iii. Adjust and re-configure
 - iv. Testing, analysis and verification
 - v. Routine software or system updates
 - c. Condition monitoring: System performance monitoring through systematic inspections and / or remote monitoring.

4.3.5.3.1 Preventive Maintenance Tasks

1. Preventive Maintenance will be monitored according to a schedule and checklists to be agreed with CCT. The Contractor shall ensure that the checklists are signed off by facilities managers as applicable (e.g. VOC, SOC, CCT) and shall be submitted to the City on a monthly basis.
2. The tables below specify the minimum Preventive Maintenance to be performed.
3. The Contractor shall remain responsible for the complete maintenance of the entire system and the Contractor shall review the tables and propose improvements if required. Any changes shall only take effect after written approval from the City.

Table 11: Preventative maintenance tasks of the APTMS at the TMC building

Ref	Support System	Task Description
1	Servers	<ul style="list-style-type: none"> • Server Disk usage and availability check • Server Volume Group status • Verify the system logs • Server Process check • Check for updates • Confirm Backups done • Check Alarms/log files • Check performance reports • Check for environmental conditions (e.g. temperature) • Cleaning

Ref	Support System	Task Description
2	SAN and DAS	<ul style="list-style-type: none"> • Server Disk usage and availability check • Server Volume Group status • Verify the system logs • Server Process check • Check for updates • Confirm Backups done • Check Alarms • Check performance reports • Check for environmental conditions (e.g. temperature) • Cleaning • Manage Archive (backup storage)
3	Firewall	<ul style="list-style-type: none"> • Check for alarms • Check for software updates • Check log files and status report • Ensure equipment is clean
4	Workstations	<ul style="list-style-type: none"> • Update all software • Clean • Virus free • Restart • Confirm all software functioning correctly
5	Anti-Virus	<ul style="list-style-type: none"> • Check for updates • Check Alarms • Check performance reports • Check for environmental conditions • Cleaning server
6	Disk usage check	<ul style="list-style-type: none"> • Verify that the Operating System mount points have enough disk space to allow operation.
7	Process check	<ul style="list-style-type: none"> • Verify that all operational processes are up and running.
8	Check for updates	<ul style="list-style-type: none"> • For Operating System software; • For Database software; • Drivers • For Third-Party software (Java, DotNet, Web Browser, etc.) installed;
9	Backup process	<ul style="list-style-type: none"> • Verify log files for backup process and successful completion of the defined backup process; • Test integrity of backup;
10	Database Checks	<ul style="list-style-type: none"> • Check disk space for the tables and system elements; • Verify log files for errors and warnings;

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Ref	Support System	Task Description
		<ul style="list-style-type: none"> • Actuate preventative maintenance for error and warning log messages; • Ensure that database clients has connectivity;
11	Check performance reports	<ul style="list-style-type: none"> • Verify that the system is running unstressed and with enough resources;
12	Check High Availability	<ul style="list-style-type: none"> • Verify the High Availability status of the Vmware. Perform a test by shutting down a physical server.
13	Check for environmental conditions	<ul style="list-style-type: none"> • Verify CPU temperatures; • Verify HDD temperatures; • Verify Rack temperature; • Verify Rack humidity;
14	Check system time synchronisation	<ul style="list-style-type: none"> • Check and confirm system time is synchronised.
15	Clean equipment	<ul style="list-style-type: none"> • Clean equipment as required. Remove dust and/or foreign particles/objects.
16	LIO and DIVA systems	<ul style="list-style-type: none"> • Check and confirm that all data from all buses (SAF files) have been successfully uploaded from the previous night and data are available as part the BI reports. • Check and confirm VDV data is passed along to PI systems. Check interface between DIVA and LIO. • Check and confirm that the PID server is providing passenger information to PID's • Check and confirm time-synchronisation between all servers, PID's, on-board systems, etc.

Table 12: Preventative maintenance tasks of the APTMS station equipment

Ref	Support System	Task Description
1	PID	<ul style="list-style-type: none"> Physically inspect equipment; Check that all cabling are connected and secured Remove dust or foreign substances; Measure power supplies and confirm within acceptable operating tolerance Check and clean filter fans. Check and ensure PI controller in operation. Restart. Update OS / software / firmware if required. Check and confirm correct bus schedule departure information is displayed and updated. Check I/O device and connections, test functionality Check tamper alarm and test functionality Check integrity of brackets Check integrity of enclosure Check brightness level and brightness level auto adjustment through ambient light sensor. Check for environmental conditions (e.g. temperature)
2	Kiosk intercom	<ul style="list-style-type: none"> Confirm operational Confirm high quality voice Confirm software up to date Clean
3	Platform intercom	<ul style="list-style-type: none"> Confirm operational Confirm high quality voice Confirm software up to date Clean
4	Alarm system	<ul style="list-style-type: none"> Confirm operational Test all PIR detectors for sensitivity Confirm software up to date Clean
5	Network switch	<ul style="list-style-type: none"> Check all Firmware and software up to date Check log files for errors and alarms Restart Clean

Table 13: Preventative maintenance tasks of the APTMS depot equipment

Ref	Support System	Task Description
1	Wi-Fi network	<ul style="list-style-type: none"> Check status of all access points Confirm firmware and software up to date Check log files for warnings or errors

Ref	Support System	Task Description
		<ul style="list-style-type: none"> • Clean from dust • Confirm alignment is correct • Confirm wiring is fixed and functional • Check Controller firmware and software up to date • Check throughput • Clean enclosure on mast • Check log files for errors
2	Communications Network	<ul style="list-style-type: none"> • Check all Firmware and software up to date • Check log files for errors and alarms • Clean
3	Depot data manager functionality check	<ul style="list-style-type: none"> • Check and ensure connectivity between DDM front-end and back-end. • Check the upload status of SAF files from buses to DDM. Check that all buses have uploaded latest SAF files from last docking at depot
4	DTI front end server	<ul style="list-style-type: none"> • Check and ensure connectivity between DTI front-end and back-end. • Check the upload status of video files from buses to DTI front-end. • Check DTI system health monitor
5	Clean equipment	<ul style="list-style-type: none"> • Clean equipment as required. Remove dust and/or foreign particles/objects.

Table 14: Preventative maintenance tasks for the on-board equipment

Ref	Support System	Task Description
1	General inspection	<ul style="list-style-type: none"> • Visually check integrity of installation: • All devices & brackets securely fastened • Cables connected and secured • Check for dust and foreign objects and clean • Fuses in place and intact • Check labelling • Earth connections secured • Tighten connections if necessary • Confirm antenna cable and connections integrity • Investigate for possible water ingress through roof of otherwise
2	Terminal block	<ul style="list-style-type: none"> • Check connections at terminal block • Ensure wires are properly secured and rectify if required • Measure signals received and check if within acceptable levels, door signals, odometer, stop signal, etc.
3	IDR-f, IDR-i and IBIS	<ul style="list-style-type: none"> • Check space available on hard drive and record • Check hard drive integrity • Check that latest base version is loaded and same on all buses • Check last successful upload of SAF files and record status and date

Ref	Support System	Task Description
		<ul style="list-style-type: none"> • Check and confirm odometer pulse calibration, recalibrate and adjust if necessary • Check for new OS/firmware updates
4	IPT and MDT	<ul style="list-style-type: none"> • Check integrity of satellite reception • Check Wi-Fi connectivity • Test RTT request and communications to ICC
5	Covert alarm button	<ul style="list-style-type: none"> • Check functionality of covert alarm operations with TMC.
6	On-board NVR	<ul style="list-style-type: none"> • Check space available on hard drive and record • Check hard drive integrity, error monitoring, predictive failure analysis • Check that system files are up to date. • Check last successful upload of video files and record status and date • Check and confirm event recordings are setup correctly • Check for new OS/firmware updates • Check shock absorbent bracket integrity • Check NVR free of any weight, e.g. no cables resting on top of NVR • Review alarm event recording triggers and adjust if necessary. • Confirm event recording frame rate & resolution is setup correctly. • Check and recalibrate accelerometer if necessary.
7	Accelerometer	<ul style="list-style-type: none"> • Check mounting to ensure proper response to g-forces. • Confirm calibrations is correct
8	NVR & CCTV cameras	<ul style="list-style-type: none"> • Confirm all cameras working • Check connections and brackets for integrity • Check all CCTV cameras securely fixed and field of view covers required areas, e.g. doors, saloon, etc. • Adjust lens and camera field of view if necessary • Clean enclosure with approved, non-corrosive cleaning material • Replace dome enclosure if necessary.
9	Driver CCTV display	<ul style="list-style-type: none"> • Check that display is operational and display cameras upon startup • Check that during an event (e.g. reverse gear engaged) camera is displayed full screen
10	Clean equipment	<ul style="list-style-type: none"> • Clean equipment as required. Remove dust and/or foreign particles/objects.

4.3.5.4 Continuous Improvement

1. The goal of Continuous Improvement is to improve and optimise maintenance procedures over the duration of the Contract period.
2. Optimised maintenance eliminates both under-maintenance and over-maintenance and results in overall cost savings.

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3. After review, evaluation and analysis of current and alternative procedures, the Contractor shall propose amendments including motivation.
4. Any changes to maintenance procedures shall only come into effect after written approval from CCT or the Engineer.
5. CCT may at its own discretion instruct the Contractor to review, analyse and/or amend any specific process.
6. Trend analysis, Route Cause Analysis (RCA) and Current Best Practice (CBP) Assessment shall form part of Continuous Improvement.
7. The Contractor shall keep record and report on all Continuous Improvement actions and outcomes.
8. The maintenance plan shall be continuously updated to reflect the most recent maintenance procedures and status.

4.3.5.5 Maintenance Reporting

The following reports shall be submitted as and when necessary:

1. Monthly maintenance report including at least the following:
 - a. System summary and overview showing SR's and WO's categorised per sub-system, device, status, priority and over an adjustable defined period.
 - b. Rejected SR's including motivation for rejections e.g. outside Contractor's scope of work. Where applicable and possible the Contractor shall identify the correct service provider to whom the SR should be assigned.
 - c. Open and completed WO's.
 - d. Average time to repair.
 - e. System uptime and percentage available per sub-system and/or equipment type.
 - f. SL performance against KPI's.
 - g. Risks & mitigation measures.
 - h. Responsive Maintenance.
 - i. Preventive Maintenance against the planned schedule.
 - j. Continuous Improvement.
 - k. Status of spares stock and stock movement, e.g. repaired, at OEM, etc.
 - l. Pending insurance claims which impact maintenance with related detail.
 - m. Any other information to assist in interpreting system performance and reliability or as instructed by the City or Engineer.
2. System test and re-commissioning reports including test procedures, analysis and results as may be required to prove the system has been reinstated to full functionality.
3. Trend analysis report.
4. Breakdown analysis/system failure report, to describe the cause of breakdown, how it was repaired and what can be done to avoid similar future problems.

5. Maintenance reports shall be submitted to the City and Engineer at least 2 days prior to the monthly maintenance meeting. If the report is submitted late, the City reserves the right to subtract 5% of the value claimed by the Contractor for Maintenance and SL obligations.

4.3.5.6 Maintenance Plan

The Contractor shall develop a maintenance plan. The following minimum requirements shall apply:

1. Cover all maintenance activities and processes as specified.
2. Identifies the maintenance activities, priorities, maintenance schedules, and resource commitments and expenditures.
3. Depending on the device or component preventive maintenance periods for different parts may be done at different intervals, such as weekly, bi-weekly, monthly, quarterly, 6 months or annual.
4. Forms per maintenance activity shall be developed as required and include checksheets of tasks performed and records of readings or results of tests.
5. Include flowcharts of all processes, showing decision points, holding points and responsibilities. Decision and holding points shall be as relevant for internal approvals / commissioning as well as approvals / sign off by the City and/or Engineer.
6. Clearly describe escalation procedures and show the interface between Preventive Maintenance and how any identified issues are escalated to Responsive Maintenance.
7. Include the maintenance team organogram.
8. Describe maintenance processes considering planning of human & material resources with the view of SL compliance.
9. Describe procurement procedures, lead times and keeping sufficient spares stock to meet SL obligations.
10. Describe how the Contractor will manage sub-contractors and suppliers to ensure sufficient spares stock is available as may be required.
11. Shall include any other information as may be required for a complete maintenance plan.
12. Upon Instruction from the City or Engineer, the Contractor shall review and amend the maintenance plan if required.
13. Shall be critically reviewed and updated on a continuous basis

4.3.5.7 Spares Stock

The following shall apply:

1. The Contractor shall ensure he carries enough spares stock to meet his SL obligations.
2. The Contractor shall be responsible to ensure his sub-contractors carry sufficient spares stock to meet his SL obligations.
3. The Contractor shall submit to the City a minimum recommended spares list for approval.
4. Upon Instruction from the City or Engineer the minimum required spares shall be amended.
5. The Contractor shall be responsible to store the spares in a separate lockable room, for exclusive use of this Contract.
6. New stock shall be separated and distinguished from repaired stock.
7. The Contractor shall assign a responsible person to the spares store. This person shall:

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- a. Manage access to the spares store and prevent unauthorised access.
 - b. Keep inventory and take full responsibility for the release of any items from stock.
 - c. Promptly update the inventory upon any change in the stock i.e. release of stock, return, new stock, etc.
8. The Contractor shall carry complete insurance on all spares against any eventuality.
 9. Upon Instruction by the City or Engineer, the Contractor shall allow the City and/or Engineer access to the spares for inspection of inventory.
 10. Six months before the end of the Contract, the City will enter into a discussion with the Contractor on how to handle maintenance spares at the end of the Contract.

4.3.6 Service Level (SL)

1. The SL shall be applicable to the Contractor and all his sub-contractors.
2. The Contractor shall be responsible for his sub-contractors and ensure that his sub-contractors comply with SL obligations.
3. The Contractor shall enter into a signed agreement with each sub-contractor including:
 - a. an undertaking between the parties that both the Contractor and sub-contractor shall comply with the SL obligations
 - b. spares stock management
 - c. dispute resolution procedures and application of penalties
4. The signed sub-contractor agreements shall be submitted to CCT and the Engineer.
5. The system operating times are: 04:00 to 22:00; Monday to Saturday and 04:30 – 20:30 Sundays and public holidays

4.3.6.1 Key Performance Indicators (KPI's) & penalties

It is essential to ensure both systems availability and adequate response times and the following KPI regime shall apply:

1. The availability KPI defines the **average uptime** required during system operations spread over all the equipment of one type.
2. The response time KPI defines the required **response & repair time**, measured during system operations for a particular equipment type.
3. Both KPI's shall be applied and measured simultaneously and independent of each other.
4. KPI's are calculated during operating hours only, i.e. downtime outside of these hours will not be considered in the availability or response time calculations.
5. Partial functionality will be considered a normal failure, e.g. intermittent functionality of any device.
6. If one KPI affects others, then the most stringent KPI requirements shall apply.
7. The total penalty shall be capped at a maximum of 30% per month for all maintenance items.
8. Penalties shall be subject to escalation.
9. Exceeding the KPIs shall not result in a credit to the Contractor.

10. The imposing of penalties is at the sole discretion of the CCT.
11. The Contractor may request scheduled system downtime as part of routine maintenance procedures, e.g. to update software. The City and the Contractor shall agree ad-hoc if such downtime will be acceptable in operating hours, or if such downtime will have to be outside of operating hours.
12. The Contractor may make representation in order to adjust SL limits. Any changes shall be agreed in writing between both parties before coming into effect.

The following table lists the KPIs per equipment, sub-system or functionality:

Table 15: KPI's for availability and response times.

4.	5.	6.	4.	5.
Equipment / device type / sub-system / functionality	AVAILABILITY KPI PARAMETERS			Response time KPI
	Availability KPI [%]	Penalty unit [%]	Penalty value per unit [ZAR]	
Control Centre: Schedule adherence and vehicle tracking system				
Central system	100.00%	0.10%	R500	4 hours
Client workstations	100.00%	0.10%	R500	4 hours
Live vehicle tracking	100.00%	0.10%	R500	4 hours
Voice/text communications to vehicles	100.00%	0.10%	R500	4 hours
Passenger Information to stations	99.50%	0.10%	R500	4 hours
System backup	100.00%	0.10%	R500	8 hours
Depot Data Management back-end	99.00%	0.20%	R500	12 hours
Business Intelligence system	99.00%	0.20%	R500	24 hours
Control Centre: Schedule planning system				
Schedule Planning system	100.00%	0.10%	R500	8 hours
System backup	100.00%	0.10%	R500	8 hours
Duty scheduling & optimisation	99.80%	0.10%	R500	8 hours
Vehicle scheduling & optimisation	99.80%	0.10%	R500	8 hours
Despatch module	99.80%	0.10%	R500	8 hours
Client workstations	100.00%	0.10%	R500	12 hours
Timetable publication module	99.00%	0.20%	R500	24 hours
VDV interface	99.00%	0.20%	R500	24 hours
On-board CCTV Archive server	99.00%	0.20%	R500	8 hours
On-board systems				
VLU on-board unit	99.95%	0.01%	R1 000	4 hours; from time when bus available
Mobile driver terminal	99.95%	0.01%	R1 000	4 hours; from time when bus available
SOAP interface with AFC OBU	99.95%	0.01%	R1 000	4 hours; from time when bus available
Driver panic button	100.0%	0.01%	R1 000	8 hours; from time when bus available
Internal next stop display	99.95%	0.01%	R1 000	12 hours; from time

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				when bus available
On-board Network Video Recorder	99.95%	0.01%	R1 000	4 hours; from time when bus available
4/8 Port, POE Network switch	99.95%	0.01%	R1 000	4 hours; from time when bus available
3-axis accelerometer	99.95%	0.01%	R1 000	8 hours; from time when bus available
On-board CCTV cameras	99.99%	0.01%	R1 000	4 hours; from time when bus available
Driver CCTV display screen	99.90%	0.02%	R1 000	4 hours; from time when bus available
Depot equipment				
Vehicle tracking workstation	99.00%	0.20%	R500	8 hours
Depot Data Management front-end	99.00%	0.20%	R500	12 hours
On-board CCTV archive front-end	99.00%	0.20%	R500	8 hours
Wi-Fi Access Network	99.00%	0.20%	R500	8 hours
Station Equipment				
Network switch	99.50%	0.10%	R500	8 hours
PID	99.50%	0.10%	R500	8 hours
Intruder detection system	99.00%	0.20%	R500	12 hours
Platform intercom	99.00%	0.20%	R500	12 hours
Kiosk intercom	99.00%	0.20%	R500	12 hours

4.3.6.1.1 Availability KPI

The following shall apply:

1. The reporting period for availability is one month, including weekends and public holidays.
2. Availability will be the average availability of sub-system, equipment or device type as per Table 15 over the reporting period.
3. Different availabilities applies to different systems / sub-systems / equipment / functionality as listed in the table.
4. Downtime, which determines the availability, will be calculated from time that an SR is logged until the SR is closed by MyCiTi operations (via the City's CMMS). This reflects the time that the system was down or unavailable.
5. Unavailability due to 3rd party damage, e.g. resulting in an insurance claim will not be considered as part of the availability calculation.
6. In Table 15 columns 2 to 4 have the following meaning
 - Availability KPI [%]: This is the required availability. Below this threshold penalties will start to apply.
 - Penalty Unit [%]: This is the unit of unavailability (expressed as avg. percentage of equipment/device types over the reporting period) for which penalties shall apply. The penalty value will be incremented for each unit of unavailability. Part of a unit shall be counted as a full unit.

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- Penalty Value per Unit [ZAR]: This is the value of penalty that applies for every unit of unavailability.

7. The following are 2 examples to demonstrate the application of the above:

Example 1:

- The total operational minutes for the **Central System** for the **Schedule adherence and vehicle tracking system** over a 31 day month without public holidays is 33 000 minutes (04:00 to 22:00; Monday to Saturday and 04:30 – 20:30 Sundays and public holidays).
- The **Central System** requires 100% uptime. If the system is down a penalty will apply for every 0.1% of time (33 minutes) accumulated over the month for which the system is down.
- The applicable penalty per unit of downtime is R500. If the system is down for a total of 45 minutes over the period of a month, a penalty of R1 000 will apply (part of the 0.1% downtime will be counted as a full 0.1% downtime).

Example 2:

- There are 2500 **on-board CCTV cameras** in operation. Each of these have 33 000 minutes operating time in a month, for a total of 82 500 000 minutes over a 31 day month.
- The on-board CCTV cameras require 99.99% uptime. If the accumulative downtime of all on-board CCTV cameras over the month is more than 0.01% of the total operational time (8 250 minutes or approximately 137 hours) a penalty will apply for every 0.01% of time (about 137 hours) during the month for which the on-board CCTV is down.
- The applicable penalty per unit of downtime is R1 000. If the total accumulative on-board CCTV downtime over a month is 80 hours, a penalty of R3 000 will apply (part of the 0.01% downtime will be counted as a full 0.01% downtime).

4.3.6.1.2 Response time KPI

The following shall apply:

1. The response time KPI's stated in column 5 of Table 15 is the times within which repairs must be completed measured during system operations. Different response times apply to different systems, sub-systems or functionality as listed in the table.
2. Response time KPI's for on-board systems are determined from the time when the Contractor has access to the bus to carry out the repairs.
3. The City may, at its own discretion accept a temporary solution within the specified response times, given that such a temporary solution provides full functionality of the device, component or sub-system. The time in which to complete the full repair shall be limited as agreed with CCT.
4. System testing shall be completed within the response times.
5. Where extended testing necessitates periods longer than the response times it shall be considered as a temporary solution as specified in point 2 above. It shall be regarded as the full repair once complete testing has been successfully conducted.
6. Response time KPI's targets shall be met for all repairs, including 3rd party damage and repairs performed under insurance and shall not be dependent upon payment or any other condition of an insurance claim.
7. Submission of test reports shall be within 5 business days after failure resolution.
8. Every hour over the KPI target, that a piece of equipment remains faulty, shall attract a penalty of R 1 000 for that equipment.

9. Part of an hour shall constitute a full hour.
10. The following is an example to demonstrate the application of the above.
- An SR is logged against a bus with a faulty Mobile driver terminal at 20:00 on a Tuesday. The bus arrives back at the depot at 23:00. The next morning at 09:30 the Mobile driver terminal is repaired and tested (confirmed by the MyCiTi operations). The time between 22:00 to 04:00 is outside of system operations. The Contractor had access to the bus at 04:00 and his response time is 4 hours. The Mobile driver terminal should have been repaired at 08:00. The Contractor has therefore exceeded his response time by 1.5 hours. This incurs a penalty of R2 000, as part of an hour is counted as a full hour.

4.3.6.2 Performance Evaluation

The consistent provision of quality preventative and responsive maintenance to the CCT is important.

The overall maintenance performance by the Contractor will be monitored by calculating a performance score every month, using the KPI's above as well as a score derived from the execution of preventative maintenance (PM).

Performance score = Quality score + PM score

Quality score = the sum of all the penalties expressed as a percentage of the maintenance pay items accumulated by the Contractor over a month.

PM score = 0 or 5%

Preventative Maintenance will be monitored according to a schedule and checklists/SOPs agreed with the CCT. The Contractor shall ensure that his equipment PM checklist is signed off by the facilities/depot / bus manager after each visit and these shall be submitted with his monthly invoice as proof of the PM work done. Failure to adhere to and complete the agreed schedules or work shall result in a PM score of 5%. Note the PM score is not a financial penalty.

The Performance level of Good, Average or Poor will then be established from the evaluation table below

Table 16: Performance levels

Monthly Performance Level	Performance score
Poor	> 10%
Average	5-10%
Good	< 5%

Where performance is unsatisfactory, the following process shall occur:

1. Achieving a "poor" performance level in any single month shall result in the issue of a "first warning notice" by the Employer to the Contractor, indicating the performance measures which have been breached giving rise to the notice, and indicating to the Contractor the implications of the notice. The Contractor shall within five (5) business days, provide to the CCT, an action plan to achieving future compliance with the relevant performance measures for the written approval of the CCT. The Contractor shall implement the action plan and provide to the CCT a report evidencing how the measures identified in the action plan have been implemented by the end of the next month.
2. If the Contractor fails to implement and comply with the action plan, and/or obtains a second consecutive month score of "poor", the CCT has the right to issue a "second warning notice" to the Contractor, indicating the performance measures which have been breached, and requesting a second action plan to achieve future compliance with the relevant performance measures. The Contractor shall implement the second action plan and provide to the CCT a report evidencing how the measures identified in the second action plan have been implemented by the end of the next month.

3. If, following the above remedies, the Contractor:
 - a) fails to implement and comply with the second action plan, and/or
 - b) obtains a third consecutive month score of "poor", and/or
 - c) obtains 5 or more "poor" scores in the course of a 12 month period

The CCT has the right to issue a "final warning notice" to the Contractor, indicating the performance measures which have been breached, and requesting a final action plan to achieve future compliance with the relevant performance measures. The Contractor shall implement the final action plan and provide to the CCT a report evidencing how the measures identified in the final action plan have been implemented by the end of the next month.

If the Contractor fails to implement and comply with the final action plan, the CCT shall have the right to terminate the agreement with immediate effect.

4.3.7 Equipment warranties

The following shall apply:

1. All new equipment supplied under this contract shall carry of warranty of at least 365 days after taking over by the City.
2. Considering point 1. above the Contractor is advised to negotiate the warranty to come into effect at the appropriate time or to take out an extended warranty on equipment in order that all equipment are covered under warranty for the entire defects notification period of 365 days.
3. Any warranties extending beyond the Contract completion date must be honoured by the Contractor.
4. The Contractor shall repair or replace all equipment that faults within the warranty period free of charge, unless the fault is caused by conditions outside the Contractor's control, such as vandalism, accidental damage etc.
5. The Contractor warrants that it has good title to the system and the right to sell to CCT free of any proprietary rights of any manufacturer (if the Contractor is not the manufacturer) or other party, and free of any lien or encumbrance.
6. The Contractor warrants that it has good title to all system software or that it has the right to license the use of such software, or both, free of any proprietary rights of any other party and free of any other lien or encumbrance.
7. The Contractor warrants that all installation work and system hardware shall perform according to the specifications given in this document for the warranty period.
8. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any such work and system hardware or software shall be obtained by the Contractor for the benefit of CCT regardless of whether or not such warranties and guarantees have been assigned or transferred to CCT by separate agreement. The Contractor shall fully enforce such warranties and guarantees on behalf of CCT.
9. During the Warranty Period, the Contractor using stock from the spare parts inventory will replace defective hardware. For each defective part, the Contractor shall provide new replacement units to replenish the spare parts inventory. The replacement units shall be fully tested and certified compliant with the original part.
10. The cost of all transportation and insurance charges for shipping defective and replacement parts to and from the Contractor shall be borne by the Contractor.

4.3.8 Training and operational support

4.3.8.1 Training

The purpose of the training is to ensure sufficient knowledge transfer takes place between the Contractor and the City and/or other parties in order to operate and maintain the system independently at a level where the full benefit of the system can be extracted.

The Contractor shall train personnel as decided by the City on the maintenance and/or operations of all

systems. The City may decide that training be provided to a third party.

The Contractor shall conduct training classes as per the following table and shall submit training handbooks/manuals/material for approval by CCT at least 14 days before scheduled training. Upon Instruction by the City or the Engineer the Contractor shall amend training documentation to include/exclude/amend the scope of training.

The Contractor shall not conduct training without written approval from the City on the date and content of the training session. Any number of personnel may attend any class up to a reasonable size, to be determined by the City. The City will provide training facilities as required.

Table 17: Training categories

#	Training categories
1	Existing Schedule adherence and bus tracking system incl.
A	• LIO data
B	• G3 client operations
C	• Passenger information & PI web server
D	• Business Intelligence (BI)
E	• Preparation of data supply and base version
F	• Depot Data Management, front-end & back-end
2	Schedule Planning System
A	• Duty scheduling & duty scheduling optimisation
B	• Bus scheduling & bus scheduling optimisation
C	• Despatch module
3	On-board training (OBU & MDT)
A	• Driver training on use of MDT
B	• Troubleshooting of devices, incl. OBU, MDT and other on-board devices if necessary.
4	On-board Video Surveillance System
A	• Extracting video footage via Fleet Manager application
B	• Extracting footage directly from on-board NVR
C	• Troubleshooting of on-board video display, NVR and CCTV
D	• Recording, normal and event based

Each training session shall cover enough scope to last at least one day.

Some of the training sessions may be to train the trainer, depending on the category and if approved by the City in writing.

The Contractor shall keep an attendance register of each session and submit this to the City and / or Engineer after every session. The Contractor shall keep a complete register / breakdown of all training which was provided and still to be provided for approval by the City. This shall include dates, training session topic, content summary, name of trainer, duration of training, etc. This shall be included in the Contractor's monthly progress report.

The same or different scope of work shall be covered per session as instructed by CCT upon which the Contractor shall issue a training document for approval by CCT. The content of the training sessions per category or sub-category may differ depending on the level of competence of the trainees.

Certain categories and training sessions may require to be carried out by the OEM system specialists of the existing systems.

Besides the formal training sessions per Table 17, the Contractor shall:

1. Provide on the job training in the CC, depot, station or buses upon request from the City. Scope of such training to be agreed with and approved by CCT in writing.
2. Allow up to 2 persons per time, as designated by CCT to job-shadow the Contractor's personnel as part of training, as and when required by the City. There shall be no limit in the number of times job shadowing is allowed.

4.3.8.2 Operational support

The Contractor shall provide operational support to the City on the existing schedule adherence and bus tracking system, schedule planning system and on-board video surveillance systems as and when required, including but not limited to the following:

1. Generate BI reports to review bus operations performance, e.g. productive / unproductive mileage reports including missed trips per route, schedule adherence reports, etc.
2. Analysis and interpretation of BI reports in terms of operations.
3. Optimising the current MyCiTi bus routes and the operations along each route.
4. Review and improvement of existing Standard Operating Procedures (SOP).
5. Assist and advise on the development of new SOP's.
6. Assist system controllers in the CC with the application of SOP.
7. Perform route surveys of new routes.
8. Optimise driver rosters.
9. Assisting with developing schedules for whatever new roll-outs may occur.
10. Remote support and checking of schedules which the City may prepare for future roll-outs.
11. Assisting with the transferring and roll-out of base versions and developing of operating procedures for future roll-outs.
12. Export of information via VDV standards as required for export to LIO data or any other as may be required.
13. Export/extract of on-bus recorded video footage, if required.

The scope and dates of any operational support shall be subject to approval in writing from the City

4.3.8.3 Travelling and accommodation for Training and Operational support

Travelling and accommodation costs for training and/or operational support will be paid subject to the following:

1. Only for overseas-based personnel, after approval from the City in writing on the scope and dates of training and/or operational support to be provided.
2. A return flight ticket per trip, economy class at the going rate of the major airlines at the time required.
3. Accommodation at a maximum of R1 500 per person per night, for the duration of the training as approved by the City.

This excludes travel costs for the purpose of system maintenance.

4.3.9 Dayworks

The dayworks rates to be provided shall only be expended on specific instruction by the Engineer to the Contractor for additional tasks that may be required.

The labour resources that shall be provided are as listed below:

1. Unskilled labour
2. Electrician / Electrical technician
3. Fibre optics technician
4. Electronic technician
5. ICT technician
6. Communications-network engineer
7. Systems engineer

8. Systems integrator
9. Project manager

4.3.10 Optional Works: Bus rectification

Bus rectification works to replace the cabling looms and power cabling and connectors was initiated in 2021. The purpose of the works is to improve and standardise the supporting bus infrastructure for the bus onboard equipment.

The scope of the bus rectification works is primarily split between cable looms and power rectification.

Cable looms: Replacement of looms, including cables, connectors, sleeving and labelling.

Power: Replacement of power cables, including connectors, fuses, terminal block, distribution block, sleeving, labelling and earthing.

Depending on the progress made with the bus rectification works during the current APTMS Contract ending in June 2023, there might be some works left to be completed. The City reserves the right to request bus rectification works on any number of buses.

For the Scania K250, Volvo B9L, Scania K310 and Volvo B9LA a DC-DC smart charger shall be installed. The charger shall be rated at 24V input, 24V output, 17A continuous output current. The Victron Energy Orion-Tr Smart Charger Isolated 24/24-17 (400W) or equivalent shall be installed.

The material types and quantities required for the bus rectification works are summarised, but not limited to, the items listed in **Error! Reference source not found..** Actual quantities and material types might vary depending on final approvals.

The material required shall include all consumables specifically split tubing, cable ties, heat shrink, screws, bolts, washers, nuts, labels.

Table 18: Bus rectification material types and quantities (per bus type)

	Optare Solo	Volvo B7R and B7RM (Rigid)	Volvo B12MA (Articulated)	Scania K250 and Volvo B9L (Rigid)	Scania K310 and Volvo B9LA (Articulated)
Replacement of looms					
Twin flex (red/black) - Driver speaker wiring	7 m	2 m	2 m	6 m	6 m
Twin flex (white/black) - Passenger speaker wiring	25 m	30 m	42 m	30 m	42 m
Covert button cabling, 4core .22 mylar	8 m	6 m	6 m	-	-
IP Camera cabling (stranded CAT 6E)	40 m	75 m	115 m	75 m	115 m
Inelmatic VGA monitor loom	8 m	4 m	4 m	8 m	8 m
Power rectification					
1.5 panel wire (Red) - Terminal block	4 m	4 m	4 m	4 m	4 m

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	Optare Solo	Volvo B7R and B7RM (Rigid)	Volvo B12MA (Articulated)	Scania K250 and Volvo B9L (Rigid)	Scania K310 and Volvo B9LA (Articulated)
1.0 panel wire (Red) - POE, MDR, Terminal block, EDD	4 m	4 m	4 m	4 m	4 m
1.0 panel wire (Black) - POE, MDR, Terminal block, EDD	6 m	6 m	6 m	6 m	6 m
1.5 panel wire (Yellow) - Terminal block	1 m	1 m	1 m	1 m	1 m
1.0 panel wire (Yellow) - Terminal block, MDR	2 m	2 m	2 m	2 m	2 m
0.22 2 core Mylar - Microphone, Odometer pickup	8 m	8 m	8 m	8 m	8 m
0.5 panel wire (Black)	9 m	16 m	22 m	16 m	22 m
0.5 panel wire (White)	9 m	16 m	22 m	16 m	22 m
n/o n/c magnetic contacts	2 units	3 units	5 units	3 units	5 units
2 way mate n lock m/f connectors c/w pins (to fit 1.0mm twin flex)	7 units	9 units	11 units	9 units	11 units
4 way mate n lock m/f connectors c/w pins (to fit .22 mylar)	1 units	1 units	1 units	1 units	1 units
FR307 diode	5 units	5 units	5 units	5 units	5 units
8mm Yellow ring terminal	6 units	4 units	4 units	4 units	4 units
6mm Yellow ring terminal	4 units	4 units	4 units	4 units	4 units
6.3 female yellow push on terminal	1 units	1 units	1 units	-	-
RJ45 connector (CAT 6)	18 units	18 units	20 units	18 units	20 units
RJ 45 boot	18 units	18 units	20 units	18 units	20 units
Grounding					
6.0 panel wire (Black)	9 m	3 m	3 m	-	-
Power distribution block					

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	Optare Solo	Volvo B7R and B7RM (Rigid)	Volvo B12MA (Articulated)	Scania K250 and Volvo B9L (Rigid)	Scania K310 and Volvo B9LA (Articulated)
Fuse terminal (PIT 4-FSI/F)	2 units	-	-	-	-
Ground terminal (PIT 4-PE)	3 units	-	-	-	-
Clip fix ends (CLIPFIX 35)	2 units	-	-	-	-
End caps (D-ST 4)	1 units	-	-	-	-
Din rails (Perforated)	0.15 m	-	-	-	-
Terminal block					
Fuse terminal (PIT 4-FSI/F)	10 units	10 units	10 units	10 units	10 units
2A Mini blade fuse	5 units	5 units	5 units	5 units	5 units
5A Mini blade fuse	6 units	6 units	6 units	6 units	6 units
15A Mini blade fuse	1 units	1 units	1 units	1 units	1 units
Ground terminals (PIT 4-PE)	7 units	7 units	7 units	7 units	7 units
Signal terminals (PIT 1,5/S)	26 units	26 units	26 units	26 units	26 units
Clip fix ends (CLIPFIX 35)	2 units	2 units	2 units	2 units	2 units
End caps (D-ST 4)	4 units	4 units	4 units	4 units	4 units
Din rails (Perforated)	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m
Power relays (PLC-RPIT- 24DC/21HC)	2 units	2 units	2 units	2 units	2 units
Reverse signal (PLC-RPIT- 24DC/21)	1 units	1 units	1 units	1 units	1 units
Rectifier diode	6 units	6 units	6 units	6 units	6 units

4.3.11 Decommissioning of Phase 1 Systems

With the commencement of the Phase 2A Contract (future Contract), the Phase 1 Contactor (this Contract) will be responsible for the removal of all existing equipment installed on Phase 1 buses, stations, depots and back-office systems in the control centre.

The Contractor will receive a written confirmation of the start of the decommissioning period from the City.

The Contractor shall coordinate with the Phase 2A Contractor to ensure limited operational downtime between the removal of the existing system and the installation of the new system. The Phase 1 Contractor will be required to adapt their decommissioning programme to align with the installation programme of the Phase 2A Contractor.

The Phase 1 Contractor will only commence with the decommissioning of a specific bus, station or depot upon receiving a written instruction from the City.

The following APTMS Phase 1 systems will be required to be decommissioned and includes all equipment, cabling, sleeves and brackets:

1. On-bus systems
2. Station systems
3. Depot systems
4. Control Centre back-office systems

The above list includes all equipment and material forming part of the existing APTMS Phase 1 systems. The Contractor shall price for the complete removal of all systems, but the full extent of the decommissioning process will be determined after the appointment of the Phase 2A Contractor.

4.4. MEASUREMENT AND PAYMENT

Pricing shall be provided for maintenance and repair as outlined below.

Maintenance shall be provided to meet the requirements of the SL at the rates provided in the Pricing Schedules as follows.

Fully inclusive maintenance rates shall be given for all responsive maintenance, preventative maintenance and continuous improvement.

This shall include as a minimum:

1. Personnel costs, transport and fuel
2. Labour to replace equipment and spares as and when required
3. Materials consisting of small materials, consumables and cleaning materials
4. Use of any required tools and instrumentation
5. Setting up and upkeep of the maintenance plan and procedures
6. Use of the CMMS and support to the CMMS contractor to update the CMMS as required
7. Asset and spares stock control
8. All tasks as may be required for complete system maintenance
9. Device installation, setup, configuration and testing and approval of maintenance work if required
10. Any reporting required for the maintenance related activities
11. System bug fixes, updates and new firmware and software releases
12. Full support of all back-end, front-end and systems as may be required

4.5. LOCATION OF THE WORKS

All works are located within the boundaries of the Cape Town Metropolitan Area and specifically at the TMC in Goodwood, along the MyCiTi trunk and feeder routes and at the MyCiTi bus depots.

The trunk stations and depots that are part of the MyCiTi service are listed in Table 19 and Table 20.

TENDER NO: 244S/2022/23**Table 19: MyCiTi trunk stations**

#	Type	Name/location	# Platforms
1	Station	Adderley	3
2	Station	Airport	2
3	Station	Atlantis	4
4	Station	Century City	3
5	Station	Circle East	2
6	Station	Civic Centre	12
7	Station	Gardens	2
8	Station	Granger Bay	1
9	Station	Grey	2
10	Station	Janssens	2
11	Station	Killarney	1
12	Station	Lagoon Beach	1
13	Station	Melkbosstrand	2
14	Station	Milnerton	1
15	Station	Mitchells Plain	1
16	Station	Montague Gardens	2
17	Station	Neptune	2
18	Station	Omuramba	2
19	Station	Paarden Eiland	2
20	Station	Porterfield	1
21	Station	Potsdam	1
22	Station	Queens Beach	2
23	Station	Racecourse	1
24	Station	Refinery	1
25	Station	Royal Ascot	1
26	Station	Sanddrift	1
27	Station	Sandown	1
28	Station	Section	2
29	Station	Stadium	4
30	Station	Sunset Beach	1
31	Station	Table View	3
32	Station	Thibault	2
33	Station	Turf Club	1
34	Station	Vrystaat	2
35	Station	Waterfront	1
36	Station	Wood	3
37	Station	Woodbridge	1
38	Station	Zoarvlei	1

Table 20: MyCiTi depots

#	Type	Name/location
1	Depot	Stables (Dunoon)
2	Depot	Woodstock
3	Depot	Prestwich
4	Depot	Foreshore
5	Depot	Atlantis
6	Depot	Hout Bay
7	Depot	Eastgate (Blackheath)

The MyCiTi network map and schedule information is available at <https://www.myciti.org.za/>

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	
		CELL WORK	
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")			
JAN	FEB	MAR	APR
MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC
YEAR			

ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)	
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)			
R			

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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												
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

(14.2) VEHICLE WIRING DIAGRAMS