

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 1 of 184

TENDER NO: [121S]/2022/23

TENDER DESCRIPTION: PROVISION OF A PUBLIC TRANSPORT DIAL-A-RIDE SERVICE ON BEHALF OF THE CITY OF CAPE TOWN

CONTRACT PERIOD: FOR A PERIOD OF 72 MONTHS FROM THE EFFECTIVE DATE |

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: [19 October 2022]

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: [169]

TENDER FEE: [R 200.00] 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

121S/2022/23
TABLE OF CONTENTS

VOLUME 1: THE TENDER	4
(1) GENERAL TENDER INFORMATION	4
(2) CONDITIONS OF TENDER	5
VOLUME 2: RETURNABLE DOCUMENTS	23
(3) DETAILS OF TENDERER	23
(4) FORM OF OFFER AND ACCEPTANCE	25
(5) PRICE SCHEDULE	28
(6) SUPPORTING SCHEDULES	34
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	34
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	35
SCHEDULE 3: PREFERENCE SCHEDULE	37
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED).....	42
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	45
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	46
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	48
SCHEDULE 8: PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION	49
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	50
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE XXX.....	51
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES.....	52
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS.....	53
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	54
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	55
SCHEDULE 15: COMPANY TRACK RECORD	56
SCHEDULE 16: FLEET LIST (CURRENT FLEET).....	57
SCHEDULE 17: FLEET LIST (BASE AND SUBCONTRACTED FLEET).....	59
VOLUME 3: DRAFT CONTRACT	62
(7) SPECIAL CONDITIONS OF CONTRACT	62
(8) GENERAL CONDITIONS OF CONTRACT	84
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	94
(10) FORM OF ADVANCE PAYMENT GUARANTEE	97
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	98
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	99
(13) SPECIFICATION(S)	100
13.1. INTERPRETATION AND DEFINITIONS.....	100
13.2. INTRODUCTION.....	105
13.3. BUS OPERATIONAL SPECIFICATIONS	109
13.4. PAYMENT TERMS	115
13.5. CALL CENTRE, SCHEDULING FUNCTIONS AND REPORTING	118
13.6. SUMMARY OF RESPONSIBILITIES	126
13.7. EMPLOYMENT OF SECURITY PERSONNEL	127
13.8. FORMS FOR CONTRACT ADMINISTRATION	127

121S/2022/23

ANNEXURE A: GRAPHICAL ILLUSTRATION OF DIFFERENT KILOMETRE TYPES130

ANNEXURE B: SERVICE CHARTER131

ANNEXURE C: VEHICLES AND EQUIPMENT SPECIFICATIONS SCHEDULE134

ANNEXURE D: INFORMATION ABOUT THE EXISTING CONTRACT139

ANNEXURE E: SERVICES MONITORING SCHEDULE151

ANNEXURE F: DIAL-A-RIDE SERVICE AREA153

ANNEXURE G: INFRINGEMENTS AND PENALTIES154

ANNEXURE H: DRIVER’S WAYBILL FORMAT160

ANNEXURE I: NO SHOW AND CANCELATION REPORT161

ANNEXURE J: DAILY PASSENGER REPORT162

ANNEXURE K: PRIMARY OPERATOR INVOICE163

ANNEXURE L: MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....164

ANNEXURE M: BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)166

ANNEXURE N: PARTNERSHIP / JOINT VENTURE (JV) / CONSORTIUM EXPENDITURE REPORT (PRO FORMA)168

ANNEXURE O: PRICE ADJUSTMENT SCHEDULE170

ANNEXURE P: DECAL MEASUREMENTS AND COLOUR SPECIFICATIONS172

**VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION**

- TENDER ADVERTISED** : [09 September 2022]
- SITE VISIT/CLARIFICATION MEETING** : [12:00 – 14:00 on 23 September 2022]
(The clarification meeting will be compulsory. Please note that only two representatives per tenderer will be permitted to attend.)]
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : [Platinum Boardroom, Transport Management Centre, Cnr Smartt Road and Hugo Street, Richmond Estate, Goodwood, Cape Town.]
- 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. 121S/2022/23: PROVISION OF A PUBLIC TRANSPORT DIAL-A-RIDE SERVICE ON BEHALF OF THE CITY OF CAPE TOWN,”** 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: Cameron Davids
Cell No. 061 470 6183]
Email: cameron.davids@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’

(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 not to appoint a tenderer at all.

The contract period shall be from the date of commencement for a period of **72 months**) |

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of 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 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

121S/2022/23

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

2.1.7 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. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

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 Compliance with minimum specifications

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

- a) The Base Fleet of 10 vehicles must be newly purchased or leased i.e. must not have an odometer reading of more than 200km at the time of delivery of the vehicles. The Tenderer must provide written confirmation from a bank that they qualify for the required vehicle financing for the Base Fleet (proof of which must be attached to the tender as specified in **Schedule 17**). If the Tenderer owns or leases the vehicles and does not require financial aid from a bank, a letter of confirmation from the Tenderer that the vehicles will be self-financed or a letter of confirmation from the lessor confirming that the vehicles will be leased, must be attached to **Schedule 17**. The letter must confirm that the vehicles will be provided in accordance with the specifications in **Section 13.3.7** and **Annexure C13.3.6**.
- b) In addition to the Base Fleet, the Tenderer must sub-contract a minimum of one Type A and one Type B vehicle (or alternatively, two Type A and zero Type B vehicles will be acceptable), two Type C

121S/2022/23

vehicles and two Type D vehicles in accordance with the specifications in **Section 13.3.7** and **Annexure C13.3.6**. A letter of commitment from the subcontracted company(s) indicating the availability and specification of the vehicles must be provided in **Schedule 17**. **Please note that subcontracted companies providing vehicles will be permitted to subcontract to more than one Tenderer for the purpose of the tender submission.**

- c) Subcontracted vehicles:
 - i. Type A and/or Type B: must not be older than three-years and must not have an odometer reading of more than 200 000 km at the date of tender submission.
 - ii. Type C and D: must not be older than three-years and must not have an odometer reading of more than 200 000 km at the date of tender submission.
- d) The Tenderer must meet the minimum functionality requirement in the table below. The description of the functionality criteria and the maximum possible score for each category is shown in the table. The score achieved for functionality will be the sum of the scores achieved for the individual criteria.

Functionality requirements (maximum points = 100)

	Evaluation Criteria	Applicable Points	Score
1	Track Record of the Tenderer		50
1.1	Company experience operating contracted transport services (schedule of previous contracts with contactable references must be provided in Schedule 15)	0-3 years = 0 points >3-5 years = 20 points >5-10 years = 30 points >10 years = 40 points	40
1.2	Previous experience transporting people with disabilities (Provide evidence in Schedule 15)	None = 0 points 0-3 years = 5 points >3 years = 10 points	10
2	Tenderer's Vehicles		35
2.1	Total number of vehicles currently in the company's fleet (Proof of ownership or lease of vehicles and specifications must be provided in Schedule 16)	0 – 5 vehicles = 0 points 6 – 10 vehicles = 15 points 11 – 20 vehicles = 25 points >20 vehicles = 35 points	35
3	Subcontracted Vehicles*		15
3.1	Number of Type A and Type B sub-contracted vehicles <u>in addition to the minimum requirements</u> stipulated in 2.2.1.1.3 (b). (A letter of commitment from the subcontracted company(s) indicating the availability and specification of the vehicles must be provided in Schedule 17)	0 – 2 vehicles = 0 points 3 – 5 vehicles = 5 points >5 vehicles = 10 points	10
3.2	Number of Type C and Type D sub-contracted vehicles <u>in addition to the minimum requirements</u> stipulated in 2.2.1.1.3 (b). (A letter of commitment from the subcontracted company(s) indicating the availability and specification of the vehicles must be provided in Schedule 17)	0 – 4 vehicles = 0 points 5 – 8 vehicles = 3 points >8 vehicles = 5 points	5

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

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

2.2.1.1.4 Compulsory clarification meeting

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

Details of the meeting are stated in the General Tender Information. Tenderers must ensure that they arrive well before the stipulated starting time due to security protocols and sign the attendance register. Only 15 minutes grace will be allowed for late bidders, thereafter no bidders will be allowed to sign the register and will be declared as non-responsive bidders.

Only two representatives per tenderer will be permitted to attend due to the size of the venue.

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

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.

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.

121S/2022/23

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

121S/2022/23

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 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax 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), or included with this tender. 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.

121S/2022/23

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 and the preferences 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.

121S/2022/23

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 the estimated quantities. |

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:

121S/2022/23

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **10** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.*

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
less than 51%	4	5
at least 51% but less than 100%	2	9
100%	1	10

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2	9
100%	1	10

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_s + N_P$$

Where: P_s is the number of points scored for price;

121S/2022/23

Np is the number of points scored for preference.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.]

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.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing

121S/2022/23

- b) participation in the employer's procurement, 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		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 22 of 66

TENDER NO: []/2022/23

TENDER DESCRIPTION: PROVISION OF A PUBLIC TRANSPORT DIAL-A-RIDE SERVICE ON BEHALF OF THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM THE DATE OF COMMENCEMENT FOR A PERIOD OF 72 MONTHS |

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)	

121S/2022/23

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER [INSERT TENDER NUMBER AND TENDER DESCRIPTION]

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 [INSERT TENDER NUMBER AND TENDER DESCRIPTION]

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

2 Subject
Details

3 Subject
Details

4 Subject
Details

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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 TRADEMARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

For further details on how to price each item, please refer to pricing instructions below.

PART 1 - Primary Operator				
Section A: Type A vehicle costs (Base fleet)		Unit	Quantity	Rate (excl. VAT)
A1	Vehicle related cost per month	per vehicle	10	
A2	Variable cost (total km per month for 10 vehicles)	per km	85 000	
Section B: Management and staff costs				
B1	Fixed cost	per month	1	
B2	Driver related cost per month	per driver	25	
Section C: Vehicle payment costs				
C1	Bank re-payment or lease cost per month	per vehicle	10	
Section D: Scheduling function and call centre operation				
D1	Scheduling function using data management platform	per month	1	
D2	Operation of call centre using data management platform	per month	1	
D3	Manual scheduling function	per month	1	
D4	Manual operation of call centre	per month	1	
D5	Maintain and operate cash fare collection system	per month	1	
Section E: Establishment costs				
E1	Contract commencement training per driver	per driver	60	
E2	Contract commencement training per call centre staff and others	per person	20	
E3	New livery	per vehicle	10	
E4	Initial setup cost of a call centre	lump sum	1	

PART 2 – Sub-contracted services				
Section F: Total vehicle operating costs		Unit	Quantity	Rate (excl. VAT)
F1	Operating cost – Vehicle Type A	per km	10 000	
F2	Operating cost – Vehicle Type B *	per km	8 000	
F3	Operating cost – Vehicle Type C	per km	4 000	
F4	Operating cost – Vehicle Type D	per km	4 000	
Section G: Pilot study operations				
G1	Pilot study set-up costs	lump sum	1	R5 000 000
G2	Admin fee (% mark-up on set-up costs)	%	R5 000 000	
G3	Pilot passenger subsidy paid	per month	1	R500 000
G4	Admin fee (% mark-up on monthly payments)	%	R 500 000	

* Note: Please refer to item 5.26 in pricing instructions

PART 3: General				
Section H: Provisional sum		Unit	Quantity	Rate
H1	General provisions	lump sum	1	R10 000 000

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 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.**
- 5.6 All rates are subject to price adjustment as provided for in Clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.7 This award will be rates-based and the estimated quantities above are **only for Tender Evaluation purposes**. Allowing that certain items will remain fixed post award of the tender, such as the base

fleet and fixed costs associated with these, **actual monthly quantities during the contract will vary and any deviations from the estimated quantities will not be grounds for any future claims.**

- 5.8 The above schedules contain estimated monthly quantities, except for Part 2: Section G1 and G3; Part3: Section H1, which is a fixed budget applicable to the full contract period.
- 5.9 VAT is not applicable to public transport services and is therefore not applicable to these rates but may be applicable to items claimed through the provisional sum.

Part 1 – Primary Operator

Section A: Type A Vehicle Costs

- 5.10 **Section A1: Vehicle related cost per vehicle per month** - this item covers all adapted vehicles (type “A”) available for the service (not only peak vehicles used) and is required to cover all vehicle-related costs including, but not limited to: vehicle tracking equipment, bus-related operational staff costs (excluding drivers), operating and vehicle licences, and permits, regular roadworthy tests, breakdown costs incl. towing, any fixed maintenance costs not related to kilometres travelled, bus cleaning costs (including consumables), diagnostics, fire extinguishers, sanitizer, first aid equipment, livery replacement (not first application), fuel management system, vehicle insurance premiums and excess. Refer to Bus Operational Specifications in **Section 13.3** and **Schedule 17** for further detail.
- 5.11 **Section A2: Variable cost per km** - this item covers the per kilometre costs of operating the vehicles and is required to cover all costs including, but not limited to fuel, ad blue, tyres and tubes, lubricants, maintenance, OEM services, spare and major parts and all repairs not covered by insurance. The kilometres paid for include all operated route revenue, operated route positioning and depot positioning kilometres but excludes shunting kilometres within the depot and engineering kilometres for servicing. Refer to Bus Operational Specifications in **Section 13.3** and **Section 13.4**, and **Annexure A** and **Annexure D** for further details.

Section B: Management and Staff Costs

- 5.12 **Section B1: Fixed cost per month** – this item is required to cover all monthly fixed costs of operating the service, including but not limited to: head office staff costs and all other personnel, refresher training every six months (which training, including outline and content thereof, shall require the prior approval of the City) (initial training of new staff due to attrition will be at the cost of the Operator), public liability and other insurances on items such as buildings, depot and equipment etc. (excluding buses), performance guarantee costs, office/depot rental costs, office equipment, communication costs (telephone, internet etc.), consumables (includes cleaning materials, stationery, etc), property rates / electricity / water, property maintenance (depots - buildings & equipment), security costs (excluding salary costs), bank charges and interest, IT support and maintenance, software licenses, legal and audit fees, professional fees and other general expenses etc., ISO maintenance upkeep, and staff transport. Please note that the City may require certain items, such as depot maintenance and security, to be invoiced separately when the service is operational.
- 5.13 **Section B2: Driver related cost per month** - this item covers the monthly costs of employing drivers and is required to cover all costs including, but not limited to: Driver salary and cost of employment for drivers, PDP and driver's licence costs, smart cell phones for interaction with the official DaR App and sufficient data during operational hours, driver transport, driver uniforms , and ongoing refresher training to improve the drivers' proficiency. Initial training of new drivers due to attrition will be at the cost of the Operator. Refer to Bus Operational Specifications in **Section 13.3** for further detail.

Section C: Vehicle payment costs

- 5.14 **Section C1: Monthly re-payment** - this item covers the full monthly capital repayment cost of the procurement of the Base Fleet plus a markup for administration fees over the Contract Period. The Operator will be required to provide written confirmation from a bank that they qualify for the required vehicle financing for the Base Fleet, or alternatively a letter confirming that the vehicles will be self-financed (which must be attached to Schedule 17). If the Operator owns or leases the vehicles and does not require financial aid from a bank, the repayment will consist of a monthly depreciation or lease payment. The rate in the pricing schedule must consider the residual value of the buses and the remaining value of the asset after the contract. Refer to Bus Operational Specifications in **Section 13.3** for further detail.

Section D: Scheduling function and call centre operation

- 5.15 **Section D1: Scheduling function per month using data management platform** – refers to a monthly cost including but not limited to: staff and equipment to perform all daily scheduling functions and issuing waybills based on bookings received etc. using the Data Management Platform. The bookings will be received at a minimum of 24 hours' notice through the Data Management Platform or Call Centre. The Data Management Platform will be developed by the City through a separate service provider. The Data Management Platform will include a booking system and will have scheduling functionalities that will assist the Primary Operator to deliver the schedules and waybills efficiently. The Primary Operator is, however, still responsible for all scheduling and waybills etc. The City will provide training for all Call Centre staff and drivers who are required to use the Data Management Platform user interfaces.
- 5.16 **Section D2: Operation of call centre per month using data management platform** – this item includes all day-to-day operational costs to run the call centre using the Data Management Platform, these costs may include and are not limited to cost of employment of call centre staff, refresher training every six months (which training, including outline and content thereof, shall require the prior approval of the City) (initial training of new staff due to attrition will be at the cost of the Operator), IT support, telephone and electricity and office rental etc. Please refer to the Specifications in **Section 13.5** for further details. The City reserves the right to insource the call centre function if and when required, in which case this rate will no longer be payable.

Manual scheduling function, Call centre operation and Fare collection, refers to the event that the Data Management Platform is out of service for more than 24 hours. The Primary Operator will be responsible for all services within reason.

- 5.17 **Section D3: Manual scheduling function per month** – this item covers the cost of scheduling the trips and preparing driver waybills and instructions for collection of passengers, manually in the absence of the Data Management Platform. It is anticipated that the bookings will need to be accommodated within 24 hours' notice, or a period as agreed with the City.
- 5.18 **Section D4: Manual operation of call centre per month** – this item includes all day-to-day operational costs to run the call centre without the assistance of bookings via the Data Management Platform, these costs may include and are not limited to cost of employment of call centre staff, IT support, telephone and electricity and office rental etc. Note, this item will be required when the Data Management Platform is non-operational, and all bookings and complaints will be made via the call centre.
- 5.19 **Section D5: Maintain and operate a cash fare collection system per month** this item covers the cost of calculating, issuing tickets and collecting cash fares from the passengers without the option of automatic payment via the Data Management Platform. It also includes the costs of cash handling, counting, collating, storage and banking etc. The Operator will pay over the fares to the City on a weekly basis via EFT.

Section E: Establishment costs, refers to once off start-up costs to establish the service.

- 5.20 **Section E1: Contract commencement training per driver** – All drivers (including the Subcontracted Operators) must be adequately trained to enable them to render a high-quality service. Driver training must include training in the handling of the vehicles and all specialised equipment. The driver (including those of Subcontracted Operators) will be responsible for the passengers and therefore, in addition to normal technical training, the Operator must ensure that all drivers receive training in proper customer care and the specific requirements of persons with disabilities. The training programme must be drawn up in consultation with the City. See **Section 13.3** in the Specifications for more details. Training to use the Data Management Platform user interface is excluded and will be provided by the City, however the Primary Operator will be responsible for the cost of the Driver's time and sustenance.
- 5.21 **Section E2: Contract commencement training per call centre staff and others** - All call centre and other staff shall receive appropriate training (which training, including outline and content thereof, shall require the prior approval of the City) for their duties at the beginning of their service. Training must include but is not limited to sensitivity training for people with disabilities, customer care based on passenger Service Charter, first aid etc. See **Section 13.5** in the Specifications for more details.

Training to use Data Management Platform user interfaces is excluded and will be provided by the City, however the Primary Operator will be responsible for the cost of the call centre staff and others time and sustenance.

- 5.22 **Section E3: New Livery** – All vehicles provided by the Tenderer must be branded in specified livery that complies with all reasonable instructions from the City, regarding the use of any graphics, information and signage. This does not include identification stickers for the subcontracted vehicles. Note that this sum is only for the initial application of the livery and the maintenance or replacement of livery during the Contract must be covered under the monthly Vehicle related costs. See **Section 13.3** in the Specifications and **Annexure P** for more detail.
- 5.23 **Section E4: Initial setup of a call centre** – this item refers to the complete set up of a fully functioning call centre for the DaR service. This may include but is not limited to the following establishment costs: office equipment, computers, internet and telephone lines etc. Detailed specifications are provided in **Section 13.5**.

Part 2 – Sub-contracted services

The Primary Operator will provide sub-contracted services from other operators, through sub-contracting agreements with private companies and non-governmental organisations (NGOs) etc., with an existing fleet of adapted and/or non-adapted vehicles who currently provide private transport services. The purpose of this is to increase the supply of vehicles and to empower smaller operators and NGOs who stand to benefit from utilising the adapted vehicles that they already own. This will include sub-contracted operators using vehicles that aren't adapted for wheelchair use, to cater for passengers who are ambulatory or who have manual wheelchairs and can travel in a standard seat. These will be all inclusive services i.e., including vehicle, driver, maintenance, fuel, insurance etc.

Section F1 – F4: Total vehicle operating costs

- 5.24 **Operating cost per km – Vehicle Types A, B, C & D** - This item refers to an all-inclusive rate per km that the sub-contracted Operators will charge the Primary Operator for vehicles specified as Type A, B, C or D, see **Section 13.3** and **Section 13.4** for the specifications of the vehicle types. The number of kilometres billable include all operated route revenue, operated route positioning and depot positioning kilometres but excludes shunting kilometres within the depot and engineering kilometres. Any waiting time is to be included in the rate. The rate should cover all the Primary Operator's markup, management and administration costs to manage the Sub-contractors. See **Annexure A** for further details.
- 5.25 As indicated in **Section 2.2.1.1.3 and Schedule 17**, it is a minimum requirement that the Tenderer provide at least one Type A and one Type B vehicle (or alternatively, two Type A and zero Type B vehicles will also be acceptable), two Type C vehicles and two Type D vehicles.
- 5.26 Please note if zero Type B vehicles are provided, then the per kilometre rate for Type A vehicles must also be applied to the Type B vehicle category in the pricing schedule.

Section G: Pilot Study Operations

This refers to a separate pilot project that comprises existing public transport or private operators that have a license to operate e-hailing and/or other services and will provide on-demand services (no booking required) in a standard or adapted vehicle. Further detail is described in **Section 13.4** of the specifications.

- 5.27 **Section G1: Pilot study set-up costs (Lump sum)** – this is a provisional amount made available for the set-up costs of the pilot study, the details of which will be agreed prior to implementation of the pilot.
- 5.28 **Section G2: Admin fee (% mark-up on set-up costs)** - this is a percentage of the budget amount for the pilot study and should cover all markup, management and administration costs to establish and manage the pilot study.
- 5.29 **Section G3: Pilot passenger subsidy paid per month** - This is a monthly budget made available for the pilot to subsidise passenger trips on the e-hailing and/or other services. The Primary Operator will be responsible for managing these payments, which may be on a daily, weekly or monthly basis, and claiming the amount back from the City through the monthly invoice.

5.30 **Section G4: Admin fee (% mark-up on monthly payments)** - this is a percentage of the total pilot passenger subsidy amount that is paid to the sub-contractors. The admin fee should cover all markup, management and administration costs to manage the sub-contractors and cash flow.

Part 3 – General

Section H: Provisional sum

This refers to budgetary allocations for ad-hoc or unknown items that are paid at the discretion of the City and are not monthly but fixed for the life of the Contract. **In accordance with the City’s procurement policies, the Operator is to typically invite three quotations for any provisional sums where its cost does not exceed R300 000 (including VAT). Where the cost is likely to exceed this amount, the Operator is to follow an open tender process. The Operator’s mark-up is to include for the cost of obtaining and adjudicating quotations or tenders.**

5.31 **Section H1: General provisions sum** – this is a lump sum that covers any ad-hoc, set-up or regular costs that are not listed above or envisaged at the time of the tender. These costs will only be reimbursed on submission of a tax invoice and procurement must be in terms of the City’s Supply Chain Management Policy.

INITIALS OF CITY OFFICIALS		
1	2	3

(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	
-----	--	----	--

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 Schedule

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- **the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and**
- **the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).**

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The City reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the City.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;

- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEM

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in

paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 A bidder will not be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

8.2 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.2.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor(s).....
.....
.....
- iii) The B-BBEE status level of the sub-contractor(s).....
.....
.....
- iv) Whether the sub-contractor(s) is/are an EME or QSE

(Tick applicable box)

Company 1:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Company 2:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Company 3:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Company 1:	EME	QSE
Designated Group: An EME or QSE which is at last 51% owned by:	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

Company 2:	EME	QSE
Designated Group: An EME or QSE which is at last 51% owned by:	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

Company 3: Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- Y Partnership/Joint Venture / Consortium
 - Y One person business/sole propriety
 - Y Close corporation
 - Y Company
 - Y (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

9.6 **COMPANY CLASSIFICATION**

- Y Manufacturer
 - Y Supplier
 - Y Professional service provider
 - Y Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the City that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the City may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

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 of 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**

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"/>

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.

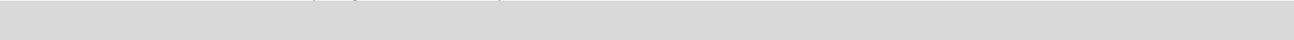
Physical Business address(es) of the tenderer	Municipal Account number(s)

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: Price Adjustment and/or Rate of Exchange Variation

1. Contract Price Adjustment will be paid in terms of **Annexure O** and will apply to all rates except lump sums and provisional sums.
2. The Base Month for purposes of escalation will be the month in which the tender closes.
3. The rates will be escalated from the Base Month on a monthly basis and claimed in the monthly invoices.
4. An invoice template, containing formulas to calculate the monthly escalation will be provided to the DaR Operator once operations commence.

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: Local Content Declaration / Annexure XXX

NOT USED

Schedule 11: Price Basis for Imported Resources

NOT USED

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

NOT USED

Schedule 13: 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 14: 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 15: Company Track Record

The Tenderer is referred to Section 2.2.1 and shall insert in the spaces provided below details of previous and relevant experience of the tendering entity.

If the tenderer wishes to list additional experience/projects then a copy of the relevant schedule or an annexure can be attached and should be clearly indexed or referenced.

No.	Description of Transport Services Provided / Contract details	Did the services provided include transporting people with disabilities? (Y/N)	Client	Contract Fleet Size	Contract Commencement Date (Indicate month and year)	Contract End Date (Indicate month and year)	Contactable Reference (Name and email address or telephone number)
1							
2							
3							
4							
5							

SIGNED ON BEHALF OF TENDERER:

TENDER NO:

Schedule 16: Fleet List (Current fleet)

The Tenderer is referred to Section 2.2.1 and shall insert in the spaces provided below details of the current fleet owned and operated by the tendering entity. This is the fleet of vehicles that the Primary Operator has in his current fleet. Please note that proof of ownership must be attached to this schedule.]

No.	Vehicle Specifications	Registration Number	Odometer Reading	Year Model	Proof of Ownership Attached (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

TENDER NO:

16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

SIGNED ON BEHALF OF TENDERER:

TENDER NO:

Schedule 17: Fleet List (Base and Subcontracted fleet)

The Tenderer is referred to Section 2.2.1 and shall insert in the spaces provided below details of the Base and Subcontracted fleet as proposed for this tender. The Operator will be required to provide written confirmation from a bank that they qualify for the required vehicle financing for the Base Fleet, or alternatively a letter confirming that the vehicles will be self-financed or leased (See **Section 5.14**).

Provide the vehicle details for the Base Fleet in the table below:

No.	Vehicle Make and Model	Vehicle Type A*	Configuration		Bank financed, self-financed or leased
			Number of Wheelchair Spaces	Number of Passenger Seats	
1.		A			
2.		A			
3.		A			
4.		A			
5.		A			
6.		A			
7.		A			
8.		A			
9.		A			
10.		A			

* Vehicle Type A as defined in Section 13.3.7 of the Tender Specifications.

If the tenderer wishes to list additional vehicles, then a copy of the relevant schedule can be attached but should be clearly indexed or referenced under Schedule 13 – List of other documents attached by tenderer.

SIGNED ON BEHALF OF TENDERER:

TENDER NO:

Provide the vehicle details for the Subcontracted Fleet in the table below:

	Veh. No.	Subcontracted Company's Name	Company Registration Number	Letter of commitment attached (Y/N)	Vehicle Details				Vehicle Type (A, B, C or D)*	Vehicle Configuration		Road Worthy Certificate Attached (Y/N)
					Vehicle Registration Number	Vehicle Make and Model	Vehicle Mileage	Year Model		Number of Wheelchair Spaces	Number of Passenger Seats	
Minimum Required Subcontracted Fleet	1.								A			
	2.								A or B			
	3.								C			
	4.								C			
	5.								D			
	6.								D			
Additional Subcontracted Fleet	7.											
	8.											
	9.											
	10.											
	11.											
	12.											
	13.											
	14.											
	15.											

* Vehicle Type A, B, C and D as defined in Section 13.3.7 of the Tender Specifications.

If the tenderer wishes to list vehicles then a copy of the relevant schedule can be attached, but should be clearly indexed or referenced under Schedule 13 – List of other documents attached by tenderer.

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 61 of 66

<p>TENDER NO: []/2022/23</p> <p>TENDER DESCRIPTION: PROVISION OF A PUBLIC TRANSPORT DIAL-A-RIDE SERVICE ON BEHALF OF THE CITY OF CAPE TOWN</p> <p>CONTRACT PERIOD: FROM THE DATE OF COMMENCEMENT FOR A PERIOD OF 72 MONTHS </p>

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 the Contract:

1(a) Definitions

In addition to the definitions contained in paragraph 1 of the General Conditions of Contract (GCC), the following terms shall be interpreted as indicated:

“Annexes” means the Annexes attached hereto;

“Applicable Law” means any constitution, statute, ordinance, treaty, decree, proclamation or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by any authority in terms of any of the foregoing governing the legal framework of the Republic of South Africa;

“Authorised Representatives” means the representatives of the City and/or the Operator, as the case may be, as contemplated in clause 36;

“Base Fleet Capital Repayment Costs” means the agreed monthly rate payable to the Operator in respect of the capital cost of the Base fleet, as specified in Section C of the Price Schedule, it being recorded that the Operator shall be obliged to provide the City with such prior written proof of its capital cost of the Base Fleet as the City may reasonably require;

“B-BBEE” means broad based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act 2003 (as amended);

“Business Day” means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;

“City” means the City of Cape Town, a metropolitan municipality as contemplated in section 1 of the Local Government: Municipal Structures, Act 117 of 1998. The address of the City is 12 Hertzog Boulevard, Cape Town;

“Client Data” means any data, including Personal Information, supplied to the Operator by or on behalf of the City, or Processed on behalf of the City by the Operator directly or indirectly in connection with the Services, including Personal Information of Dial-a-Ride passengers or prospective users of the Dial-a-Ride Service. The terms “Personal Information” and “Processed” shall have the meaning ascribed to them in the POPI Act;

“Commencement Date” means 1 October 2023, or such alternate date as may be determined by the City and notified to the Operator in writing after the Effective Date, being the date on which the Operator shall first become responsible for the provision of the Services;

“Companies Act” means the Companies Act, 71 of 2008;

“CPI” (or the consumer price index) means the percentage of change in Statistics South Africa’s Geographic Price Index for the Western Cape Province for the relevant month, compared to the concomitant consumer price index for the same month a year before (as published at <http://www.statssa.gov.za>);

“Depot/s” means the immovable properties utilised as a base from which Vehicles will operate;

“Effective Date” means the Signature Date, being the date on which the Contract comes into effect;

TENDER NO:

“Invoice” means a valid tax invoice substantially in the format of Annexe K, as may be amended by the City from time to time;

“Operator” means tenderer or Primary Operator to whom the Tender was awarded by the City to provide Dial-a-Ride Services on behalf of the City of Cape Town. Operator is synonymous with “Primary Operator”;

“Operating Licence” means any licence, consent or permit required by the Operator and/or Subcontracted Operators, to provide the Services in terms of the National Land Transport Act, 5 of 2009;

“Operational Hours” means the hours during which the Services are being rendered, as may be amended from time to time in terms of the Contract;

“POPI Act” means the Protection of Personal Information Act, 4 of 2013 and any regulations thereunder;

“Parties” means the parties to the Contract and “Party” means any one of them;

“Penalties” means the amounts to be deducted from the Consideration Amount pursuant to penalising the Operator for particular infringements or service level failures, as set out in the Penalty Schedule;

“Penalty Schedule” means the schedule recording the Penalties applicable to any infringements or deviations from the expected levels of service required by the City in terms of the Contract, attached as Annexe G ;

“Performance Guarantee” means the written, irrevocable performance guarantee to be provided to the City by the Operator on the terms and conditions set out in the **Form of Guarantee / Performance Security** of the Tender Documents;

“Price Schedule” means the Price Schedule of the Tender Documents, reflecting the agreed rates for each function to be performed as part of the Services, as duly completed and submitted by the Operator and accepted by the City. The rates contained therein may not be changed other than as provided for in the Contract and shall be subject to adjustment strictly in accordance with the Price Adjustment Schedule;

“Price Adjustment Schedule” means the price adjustment schedule annexed as Annexe O;

“Protocol” means written guidance and instruction issued by the City from time to time, indicating, amongst other things, its requirements in relation to standard operating procedures, the manner in which the Services are to be rendered and any other procedures to be followed to comply with the City’s service level requirements;

“Provisions” means the provisional amounts in respect of certain expenditure as listed in the Price Schedule, which may become payable to the Operator at the City’s discretion;

“Reasonable and Prudent Operator” means an operator seeking in good faith to perform its contractual obligations and in doing so, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all Applicable Laws, engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Operator, and any reference to the standards of a reasonable and prudent operator shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid;

“Recognised Financial Institution” means a financial institution approved by the City from the list of institutions specified in the **Form of Guarantee / Performance Security** of the Tender Documents;

“SARPBAC” means the South African Road Passenger Bargaining Council;

“Services” or **“the Dial-a-Ride Service”** means the Dial-a-Ride public transport service to be provided by the Operator to the City, aimed at members of society with disabilities who may be unable to access mainstream public transport, and all other services to be provided by the Operator as contemplated in terms of the Contract, any Service Notices and Protocols;

TENDER NO:

“Service Charter” means the service charter annexed as Annexe B and which may be amended and/or updated by the City from time to time;

“Service Notice” means a written notice or instruction in relation to the Services, given to the Operator by the City, pursuant to the terms of the Contract and which must be expressly identified as a “service notice” for purposes of the Contract;

“Service Notice Matter” means any event or need which, in the sole discretion of the City, impacts on and/or requires an increase, variation or reduction in the Services, whether permanently or temporarily, scheduled or otherwise, such as a special event, or added or reduced Services arising from a change in operational needs and which, in some instances, may include an emergency or Event of Force Majeure;

“Signature Date” means the date on which the Contract is signed by the last party signing;

“Subcontracted Operator” means any entity, (whether private or public company or non-governmental organisation) with an existing fleet of adapted or standard Vehicles, as the case may be, licenced to provide private transport services and appointed by the Operator to render a portion of the Services on a subcontracted basis, as contemplated in the Specifications;

“Subsidiary” has the meaning ascribed to it in terms of the Companies Act;

“Tender” means the tender - Provision of a public transport Dial-a-Ride Service on behalf of the City of Cape Town;

“Tender Documents” means all the documents pertaining to the Tender which were provided by the City to the Operator prior to the award of the Tender;

“Termination Date” means 24h00 hours on the calendar day preceding the 6th anniversary of the Effective Date, being the time and date on which the Contract expires, unless terminated beforehand in terms of the remaining provisions of the Contract;

“VAT” means value-added tax levied in terms of the Value-Added Tax Act 89 of 1991;

“Vehicles” mean all or any vehicles, used in the rendering of the Services, as described more fully in the Specifications.

1(b) Amendments to existing Definitions in the GCC

The existing definitions contained in paragraph 1 of the General Conditions of Contract (GCC) are hereby amended as follows:

1.3 *The words “Contract Price” to be replaced with the words “Consideration Amount” wherever they occur in the GCC and consequently, Clause 1.3 is hereby deleted and substituted with the following new definition:*

“Consideration Amount” means the agreed amount payable by the City to the Operator monthly for the Services rendered in terms of the Contract as contemplated in the Price Schedule. It is expressly recorded that the Consideration Amount shall be determined in the manner applicable to re-measurable contracts and accordingly, the amount payable to the Operator monthly, shall be determined by multiplying the agreed contracted rates by the actual measured quantities for each relevant component of the Services as itemised in the Price Schedule;

1.12 *Delete Clause 1.12 in its entirety and substitute with the following definition:*

“Event of Force Majeure” means:

1.12.1 an act of God (including but not limited to, drought, earthquake, hurricane, fire, explosion, typhoon, flood, storm or other natural disasters and/or adverse weather conditions);

1.12.2 acts of war (whether declared or undeclared), invasion of foreign enemies, terrorism, civil war, revolution or insurrection;

- 1.12.3 civil commotion, sabotage, riots or other civil disorder or industry-wide strikes at a national level, lock-outs, blockades or other labour disputes (excluding any strike, blockade, lockout, embargo, civil disorder or other labour disputes involving the employees of the Operator or a subcontractor, as the case may be, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between the employees on the one side and the Operator on the other, or between the employees of a subcontractor and the subcontractor);
- 1.12.4 sanctions, epidemics, acts of government, compliance with new law or regulations not in existence at the time of the publication of the Tender, or lawful demands of any government or governmental agency in terms of such laws or regulations;

1.15 *Delete Clause 1.15 and substitute with the following:*

The word 'Goods' is to be replaced everywhere it occurs in the GCC with the word "Services".. This definition shall also be applicable, as the context requires, anywhere where the word "supplies" occurs in the GCC.

1.19 *Delete Clause 1.19 and substitute with the following:*

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 City's SAP System

1.21 *Delete Clause 1.21 and substitute with the following:*

The word 'Purchaser' is to be replaced everywhere it occurs in the GCC with the word "City";

1.24 *Delete Clause 1.24 and substitute with the following:*

"Services" or **"the Dial-a-Ride Service"** means the Dial-a-Ride public transport service to be provided by the Operator to the City, aimed at members of society with disabilities who may be unable to access mainstream public transport, and all other services to be provided by the Operator as contemplated in terms of the Contract, any Service Notices and Protocols;

1.25 *Add the following after Clause 1.25 (to follow chronologically pursuant to the additional definitions in 1(a) above:*

1.26 The word 'Supplier' is to be replaced everywhere it occurs in the GCC with the word "Operator" ;

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(c) Insertion of additional interpretation provisions in the GCC

1.28 In addition to the definitions contained in clause 1 of the General Conditions of Contract (GCC), unless the context requires otherwise:

1.28.1 any definition in the Contract, shall bear the same meaning and apply throughout the Contract, unless otherwise stated or inconsistent with the context in which it appears;

1.28.2 the singular includes the plural and vice versa;

1.28.3 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as re-enacted from time to time;

1.28.4 any one gender, whether masculine, feminine or neuter, includes the other two and any reference to a natural person includes an artificial person and vice versa;

TENDER NO:

- 1.28.5 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in the Contract, refer to notices or requests in writing;
- 1.28.6 no rule of construction shall be applied to the disadvantage of a Party to the Contract because that Party was responsible for or participated in the preparation of the Contract or any part of it;
- 1.28.7 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
- 1.28.8 references to weeks or months shall mean calendar weeks or months unless expressly stated otherwise;
- 1.28.9 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 1.28.10 a reference to a Party includes that Party's successors and permitted assigns.

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 the contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the City in terms of the contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the Services and give all notices and pay all charges required by such authorities.
 - 3.4.1 The Parties agree that the contract shall also be subject to the City's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the City 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 City'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 Operator, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

4. Standards

Delete the heading of clause 4 and replace as follows:

Service Standards

Delete clause 4 in its entirety and replace with the following:

- 4.1 The Services shall be performed:
 - 4.1.1 in accordance with the Contract and in particular, the Specifications;
 - 4.1.2 in compliance with all Applicable Laws;
 - 4.1.3 in accordance with Service Charter and any Protocols, Service Notices and/or other lawful and reasonable directions from the City from time to time;
 - 4.1.4 in a manner that does not conflict with the City's obligations in discharging its statutory functions and duties;

- 4.1.5 with the highest degree of skill, care, and diligence and to the standards expected of a Reasonable and Prudent Operator.

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 Operator in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to the Contract shall be vested in the City. Where copyright is vested in the Operator, the City 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 Operator's permission to copy for such use. Where copyright is vested in the City, the Operator 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 City hereby indemnifies the Operator against any claim which may be made against it by any party arising from the use of such documentation for other purposes.

5.6 Publicity and publication

The Operator shall not release public or media statements or publish material related to the services or contract without the written approval of the City, which approval shall not be unreasonably withheld.

5.7 Confidentiality

- 5.7.1 The Operator shall not, without the City's prior written consent, disclose the contents of the Contract or any other information received by it pursuant to the Contract or Tender, or any information relating to the City's operations, processes, plans, models, and business affairs furnished to it by or on behalf of the City (the "Confidential Information"), to any other person, unless in accordance with clause 5.7.2 below.

- 5.7.2 Notwithstanding clause 5.7.1 above, the Operator may disclose the Confidential Information only to those of its directors, officers, employees, agents, consultants, and professional advisors who:

- 5.7.2.1 have a need to know (and then only to the extent that such person has a need to know);

- 5.7.2.2 have been made aware that such Confidential Information should be kept confidential in compliance with this clause 5.7; and

- 5.7.2.3 have undertaken to keep such Confidential Information confidential.

5.8 Intellectual Property

- 5.8.1 The Operator acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the City.

- 5.8.2 The Operator hereby assigns to the City, 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 Operator shall, and warrants that it shall:

- 5.8.3.1 not be entitled to use the City's Intellectual Property for any purpose other than as contemplated in the Contract;

- 5.8.3.2 not modify, add to, change or alter the City's Intellectual Property, or any information or data related thereto, nor may the Operator 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 City;

- 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 City;

- 5.8.3.4 comply with all reasonable directions or instructions given to it by the City in relation to the form and manner of use of the City's Intellectual Property, including without limitation, any brand guidelines which the City may provide to the Operator 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 City expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The Operator represents and warrants to the City 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 City from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Operator 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 City's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the City by the Operator and no copies thereof shall be retained by the Operator unless the City expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clauses 7.1 to 7.4 (both inclusive) and replace with the following:

- 7.1 As security for the due and proper performance by the Operator of all its obligations under the Contract, the Operator shall furnish the City with a Performance Guarantee issued by a Recognised Financial Institution within fourteen (14) Days of the Operator being notified of the successful award of the Tender. The Performance Guarantee shall be for the sum of R 6 000 000,00 (six million Rand).
- 7.2 The City shall, subject to any maximum amount contemplated in the Performance Guarantee, be entitled to call upon the guarantor under the Performance Guarantee, on prior written notice to the Operator, to make good to the City on demand, all losses, costs, damages, and liability (as the case may be) it may suffer or incur, pursuant to a breach by the Operator of any of its obligations under the Contract.
- 7.3 The Operator shall be obliged to ensure that the amount of the Performance Guarantee, is reinstated on demand by the City, regardless of any intermediate payment or discharge.
- 7.4 The Performance Guarantee is intended to be a continuing guarantee and shall remain in place for the duration of the Contract unless the City expressly advises the Operator to the contrary in writing.

8. Inspections, tests and analyses

Delete the heading of clause 8 and replace as follows:

Inspections and Monitoring

Delete Clauses 8.1 to 8.8 (both inclusive) and substitute with the following:

- 8.1 For purposes of monitoring compliance with the Operator's obligations under the Contract, the City (and its Authorised Representatives) shall be entitled to inspect the Vehicles and/or Depots at such time and place as the City may reasonably request.
- 8.2 In addition to the inspection rights of the City's Authorised Representatives as contemplated in clause 36.3, the City shall be entitled to appoint a monitoring service provider ("MSP") to act on behalf of the City to monitor the activities of the Operator in all aspects of the service delivery required in terms of the Contract.
- 8.3 The Operator shall provide the MSP with such access as may be reasonably required to enable such monitoring and must provide the MSP, with all such information, documentation, or materials, in such format as may be reasonably required, within three (3) Business Days of request.

- 8.4 Further details of the different types of monitoring that may be undertaken by or on behalf of the City, is set out more fully in the Specifications.

10. Delivery and documents

Delete the heading of clause 10 and replace with the following:

Delivery and duration

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the Services shall be made by the Operator in accordance with the terms specified in the Contract.
- 10.2 The Operator shall provide the Services from the Commencement Date until the Termination Date.
- 10.3 The Operator acknowledges that certain preparatory obligations, as contemplated in the Specifications, shall be required to be performed prior to the Commencement Date (but after the Effective Date) and which must be complied with to enable the Operator to render the Services from the Commencement Date.
- 10.4 The Operator also acknowledges that, given the limited competitive modes of accessible public transport currently available to passengers with disabilities within Cape Town, the City may wish to introduce further and/or similar accessible public transport services during the period of the Contract. Accordingly, the Operator is appointed on a non-exclusive basis.

11. Insurance

Delete clause 11.1 in its entirety and replace with the following:

- 11.1 The Operator shall, at its own cost, effect and maintain comprehensive insurances for the duration of the Contract with an insurer of recognised standing, registered within South Africa and accepted by the City in respect of:
- 11.1.1 public liability claims, arising from any negligent act or omission by the Operator and or its employees, subcontractors, agents and representatives, in connection with the provision of the Services, in an amount of no less than R 20 000 000,00 (twenty million Rand) per claim;
- 11.1.2 comprehensive motor vehicle liability insurance (which for the avoidance of doubt must include SASRIA, and passenger liability insurance) in respect of all Vehicles;
- 11.1.3 employers liability insurance in compliance with statutory provisions as envisaged in the Compensation for Occupational Injuries and Diseases Act 130 of 1993. This can take the form of either 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 the Operator's broker or the insurance company itself;
- 11.1.4 any loss or damage to its assets and equipment used in the provision of the Services in such amounts as will adequately cover the replacement costs and/or repair of such assets and equipment, to ensure that the Services are uninterrupted;
- 11.1.5 all such other risks and for such amounts as a Reasonable and Prudent Operator would reasonably insure in order for the Operator to render uninterrupted services to the City and to be in a position to compensate any party to whom the Operator may become liable in terms of the Contract or otherwise.
- 11.2 The Operator shall:
- 11.2.1 be responsible for the timeous payment of all premiums in respect of the insurances (and any excesses in respect thereof);
- 11.2.2 notify the City promptly in the event of a claim and generally comply with all the conditions of the insurance policies. In this regard the City shall be entitled but not obliged to make further

TENDER NO:

enquiries regarding the circumstances giving rise to any particular claim and the Operator shall provide the City with all necessary assistance in this regard;

- 11.2.3 not do or cause to be done or omit or cause to be omitted any act that may affect the validity of the insurance policies or cause their cancellation, provided that should this nonetheless occur, the Operator shall notify the City forthwith of such occurrence;
- 11.2.4 provide the City, on an annual basis, with schedules confirming insurance cover; and
- 11.2.5 furnish the City with written proof (to the City's reasonable satisfaction) of all insurances and/or proof of payment of premiums, immediately upon request by the City.
- 11.3 If the Operator fails to effect or procure any policy of insurance required in terms of this clause 11, the City shall be entitled but not obliged to effect such insurance and recover such premiums and other costs paid by it from the Operator forthwith on demand (by way of set-off or otherwise).
- 11.4 If the proceeds of any relevant insurance policy are insufficient to fully reinstate or fully compensate any loss and/or damage, or if any insured claims are repudiated by the relevant insurer for any reason or if any loss or damage is not an insured claim, the claim or shortfall (as the case may be) shall be borne by the Operator.
- 11.5 Notwithstanding any of the aforementioned, prior to the Commencement Date, the Operator shall be obliged to provide the City with evidence that the insurance policies have been effected in terms of this clause 11, which evidence shall be in the form of an Insurance Brokers Warranty worded precisely in accordance with the **Insurance Broker's Warranty (Pro Forma)** of the Tender Documents or copies of the insurance policies.

15. Warranty

Delete Clause 15.1 to 15.5 in its entirety and replace with the following:

- 15.1 The Operator warrants that:
 - 15.1.1 the entering into of the Contract shall not constitute a breach by the Operator of any other agreement and/or arrangement to which it is a party;
 - 15.1.2 the provisions of the Contract are and shall remain legally binding on the Operator and the obligations imposed on it pursuant to the Contract constitute legal, valid and binding obligations enforceable in accordance with their terms;
 - 15.1.3 it is and will continue to be materially in compliance with all Applicable Laws including without limitation to the City's Supply Chain Management Policy, Labour Relations Act, 66 of 1995, the Basic Conditions of Employment Act, 75 of 1997, the Employment Equity Act, 55 of 1998, the Unemployment Insurance Act, 63 of 2001 and the Occupational Health and Safety Act, 85 of 1993 and any relevant bus industry Bargaining Council and/or SARBPAC Agreements;
 - 15.1.4 all information disclosed by or on behalf of the Operator to the City at any time up to the Effective Date and, in particular during the Tender process preceding the execution of the Contract, is true, complete and accurate in all material respects and the Operator is not aware of any material facts or circumstances not disclosed to the City which would, if disclosed, be likely to have an adverse effect on the City's decision (acting reasonably) to award the Tender to the Operator;
- 15.2 Each of the warranties given by the Operator shall:
 - 15.2.1 be made as at the Signature Date and each day of the Contract, unless specifically stated to be in relation to the position as at a specified date only;
 - 15.2.2 be deemed to be material, unless the contrary is proved by the Operator;
 - 15.2.3 be a separate warranty and in no way limited or restricted by any reference to, or inference from, the terms of any other warranty or by any other provision in the Contract.

16. Payment

Delete the heading of clause 16 and replace with the following:

Payment and Invoicing

Delete Clauses 16.1 to 16.3 in its entirety and replace with the following:

- 16.1 Subject to the due and proper performance of the Services by the Operator in accordance with the Contract, the City shall pay the Operator, the Consideration Amount.
- 16.2 The Consideration Amount shall be payable to the Operator, monthly in arrears, strictly in accordance with the City's Standard Payment Terms for Goods and Services, and upon receipt by the City, of a valid Invoice.
- 16.3 Payment of the Consideration Amount to the Operator shall not constitute a waiver of any right held by the City in respect of a breach of the Contract by the Operator, nor shall it imply any condonation of such breach.
- 16.4 The City is hereby authorised, to the fullest extent permitted by Applicable Law, to set-off and apply any and all amounts held by the City on behalf of the Operator against any and all of the obligations of the Operator in connection with the rendering of the Services.
- 16.5 Unless agreed otherwise between the Parties in writing, the Operator shall submit its Invoice to the City by no later than the 5th Business Day of every month.
- 16.6 The Operator's Invoice shall be for the Consideration Amount less:
- 16.6.1 if applicable, any deductions to be made in respect of amounts owing to the City in the previous month which were not accounted for in the previous month's Invoice;
- 16.6.2 any deductions arising from the imposition of Penalties, as provided in clause 22; or
- 16.6.3 any other deductions which the City is otherwise entitled to make in terms of the Contract.
- 16.7 If any amount claimed by the Operator in any Invoice:
- 16.7.1 was not calculated correctly; or
- 16.7.2 contains an error or inadequacy, or
- 16.7.3 is disputed for any other reason,
- the Parties shall use all reasonable endeavours to resolve the error, inadequacy or dispute within ten (10) Business Days of it being identified and raised by either Party. Notwithstanding the foregoing, in the absence of a resolution by the Parties, but subject always to the Operator's rights to refer a dispute for resolution as contemplated in term of clause 27, should the City consider it necessary to correct the relevant amount, it shall be entitled to adjust the subsequent monthly payment to the Operator to reflect any required monetary increase or decrease, as the case may be.
- 16.8 An Invoice issued by the Operator must comply with all reasonable instructions issued by the City from time to time and be clear, accurate and adequately descriptive, in order to avoid any unnecessary delays in the processing of payments due by the City. All Invoices shall be subject to verification by the City and the City shall at all times be entitled to demand such proof and/or additional supporting information as it may require from the Operator, to substantiate the Operator's claim for payment under any Invoice.
- 16.9 Save as expressly provided for herein, the Operator shall only be entitled to payment for services rendered by it as contemplated in the Contract. All expenses against Provisions shall be paid at the discretion of the City, subject always to compliance with the City's Supply Chain Management Policy, and against receipt by the City, of proof, to the satisfaction of the City, of the reasonable and verifiable expenses claimed by the Operator.

- 16.10 Notwithstanding any of the foregoing, all Invoices received for the Services which are dated on or before the 20th Day of a particular Month will typically be paid between the 23rd and the 26th Day of the following Month. The actual payment run dates will be dependent on the number of Days in the Month and the public holidays.

17. Prices

Add the following after clause 17.1

- 17.2 The prices for the Services performed shall be subject to contract price adjustment and the following conditions will be applicable:
- (a) Contract Price Adjustment will be paid in terms of Annexure O and will apply to all rates except lump sums and provisional sums.
 - (b) The Base Month for purposes of escalation will be the month in which the tender closes.
 - (c) The rates will be escalated from the Base Month on a monthly basis.

18. Contract Amendments

Clause 18.1 is hereby supplemented by adding the following sentence:

It is expressly recorded that any third party appointed by the City as its Authorised Representative, as contemplated in clause 33, does not, and shall not, have authority to vary, add to, delete from or cancel the Contract on behalf of the City.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Operator shall be liable for the acts, defaults and negligence of any subcontractor, their agents or employees as fully as if they were the acts, defaults or negligence of the Operator.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the City and the subcontractor, or a responsibility or liability on the part of the City to the subcontractor and shall not relieve the Operator from any liability or obligation under the contract.
- 20.4 Specifically, in relation to any Subcontracted Operators appointed in accordance with the Specifications, the Operator warrants that, at the time of appointing Subcontracted Operators and for the duration of their appointment thereafter, the relevant Subcontracted Operators:
- 20.4.1 are in possession of valid tax clearance certificates;
 - 20.4.2 are properly licenced to provide the Subcontracted services contemplated in the Contract;
 - 20.4.3 have the necessary skills and capacity required to provide the level and quality of service expected in terms of the Contract;
 - 20.4.4 have taken out and maintained adequate insurance cover in the manner contemplated in clause 11;
 - 20.4.5 are familiar with the Service Charter and understand all their obligations in relation to the rendering of the Services.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 The City shall be entitled to impose Penalties on the Operator for any infringements contemplated in the Penalty Schedule, in accordance with the provisions of this clause 22 and the Penalty Schedule.
- 22.2 The imposition of Penalties shall be based on the City's reliance on its own equipment, infrastructure and observations and the Operator shall bear the onus of disproving same (or proving that any non-

TENDER NO:

compliance on its part or the part of its employees, was entirely due to circumstances or factors beyond its control).

- 22.3 The City shall notify the Operator in writing of any alleged infringements which have come to the attention of the City ("Infringement Notice") and which notice shall categorise such infringements into:
- 22.3.1 **"Serious Infringements"**, being those serious infringements, expressly identified as such, in the Penalty Schedule;
- 22.3.2 **"Other Infringements"**, being all other infringements, which are not expressly identified as Serious Infringements in the Penalty Schedule.
- 22.4 Infringement Notices in respect of all categories of infringements will be delivered to the Operator weekly or such other period as the City may determine reasonably practicable. The City shall consider all Infringement Notices issued in the preceding period during the next meeting of a special committee constituted by officials of the City or a supervision and monitoring firm appointed by the City (the "Penalty Committee"). Meetings of the Penalty Committee shall be convened at such intervals as the City may reasonably prescribe, provided that the City shall use its reasonable endeavours to ensure that such meetings are convened at least once per month.
- 22.5 The Operator shall be entitled to attend Penalty Committee meetings and may make representations to the Penalty Committee (including providing any supporting evidence) to refute any allegation contained in an Infringement Notice. The Penalty Committee shall adjudicate the relevant infringements irrespective of whether the Operator attends a Penalty Committee meeting and shall be entitled to make a finding, on a balance of probabilities, (and having regard to the Penalty Schedule and any terms and conditions applicable to such schedule) as to which infringements will be subject to Penalties. Where an infringement is upheld, the Penalty Committee will confirm or reduce the Penalty, (having regard to the representations made by the Operator, if any). Notwithstanding the foregoing, the Penalty Committee may also postpone its decision regarding the imposition of Penalties to a later date, if it considers that further investigation or information regarding a particular infringement is warranted or necessary.
- 22.6 The Penalty Committee shall be entitled to reduce an infringement amount by 70% ("Rebated Penalties") in circumstances where the Operator can demonstrate that it has advised the City of such infringements in advance, provided that such reduction shall not apply to serious offences.
- 22.7 The City shall, monthly, provide the Operator with a written notice setting out the Penalties imposed ("Penalty Notice"). The Penalty Notice shall:
- 22.7.1 categorise the Penalties as either Serious Infringement Penalties or Other Infringement Penalties, as the case may be, and shall also include a category for any Rebated Penalties;
- 22.7.2 as far as reasonably possible, be issued by the City, no later than the 5th Business Day following the end of each month.
- 22.8 Penalties imposed by the City in terms of this clause 22 shall:
- 22.8.1 be applied and shall be subject to increase in the manner set out in the Penalty Schedule;
- 22.8.2 be deducted from the Operator's monthly Invoice immediately following the month in which such Penalties were imposed and, in the event of any shortfall, from any subsequent Invoices;
- 22.9 Penalties imposed by the City shall be final and binding on the Operator, save that the Operator shall be entitled to refer any dispute in relation thereto, directly to arbitration in terms of clause 27.4.
- 22.10 The Operator acknowledges that nothing in the Contract shall preclude the City from outsourcing the administration and imposition of Penalties in terms of the Contract to a third-party service provider.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Breach and Termination

Delete Clause 23.1 in its entirety and replace with the following:

- 23.1 The City shall be entitled to, without prejudice to any other rights it may have in law or in terms of the Contract, terminate the Contract forthwith on written notice to the Operator, if the Operator:
- 23.1.1 fails to comply with the Specifications;
 - 23.1.2 commits a material breach of the Contract and fails to remedy the breach within seven (7) Business Days after receipt from the City of written notice calling upon it to do so;
 - 23.1.3 fails to provide the Performance Guarantee in terms of clause 7;
 - 23.1.4 fails to maintain its B-BBEE certification level or allow such certification level to fall below the level at the date of award of the Tender;
 - 23.1.5 commits or attempts to commit an act of insolvency (as defined in the Insolvency Act No. 24 of 1936);
 - 23.1.6 makes a compromise with its creditors or an assignment in favour of its creditors;
 - 23.1.7 agrees to carry out the Contract under the supervision of a committee representing its creditors;
 - 23.1.8 goes into liquidation, whether provisionally or final (other than a voluntary liquidation for the purpose of amalgamation or reconstruction to which the City has given its prior written consent) or the Operator is placed under judicial management or business rescue supervision, or resolution is passed in respect of any of the foregoing;
 - 23.1.9 has judgment of a material nature taken against it, likely to affect its status as a going concern and fails to satisfy or apply to have same set aside within seven (7) Business Days of becoming aware thereof;
 - 23.1.10 ceases to carry on business or to provide all or a substantial part of the Services in accordance with the terms of the Contract;
 - 23.1.11 acts or attempts to act in a fraudulent manner in obtaining or executing a contract with any government department, Provincial administration, Municipality, public body, company or person;
 - 23.1.12 approached the City or any official or agent of the City, or any person in the service of the City, in connection with the award of the Tender in its favour, prior to the award of the Tender;
 - 23.1.13 has benefited from a fraudulent or corrupt act committed by a City official or any other person in the service of the City during the execution of the Contract;
 - 23.1.14 abandons or otherwise repudiates any of its obligations in terms of the Contract;
 - 23.1.15 due to its own fault, fails to obtain any of the Operating Licences required for rendering the Services or has such Operating Licences withdrawn, cancelled, suspended or revoked; or
 - 23.1.16 consistently fails to observe any material provision of the Contract (despite being given written notice to do so), and regardless of whether Penalties have been imposed, with the result that the Services may reasonably be regarded by the City as being materially defective and/or the City reasonably concludes that the Operator is not able or willing to continue to render the Services.

Add the following after clause 23.7:

- 23.8 In addition to the foregoing grounds for termination due to default by the Operator, the contract may also be terminated:

TENDER NO:

- 23.8.1 upon the death of the Operator who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith;
- 23.8.2 by the Parties by mutual agreement recorded in writing.
- 23.8.3 by the City, 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 City's SCM Policy.
- 23.8.4 by the City, after providing notice to the Operator, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - 23.8.4.1 reports of poor governance and/or unethical behaviour;
 - 23.8.4.2 association with known family of notorious individuals;
 - 23.8.4.3 poor performance issues, known to the City;
 - 23.8.4.4 negative social media reports concerning the Operator; or
 - 23.8.4.5 adverse assurance (e.g. due diligence) report outcomes concerning the Operator.
- 23.9 If the City commits a material breach of the Contract and fails to remedy such breach within thirty (30) Business Days after receipt of written notice from the Operator calling upon it to do so, the Operator shall be entitled, after having attempted to subsequently resolve the matter between the respective executives of the Parties in terms of clause 27.2 and failing which, by mediation in terms of clause 27.3, to cancel the Contract forthwith on written notice to the City and to recover such direct damages as it may have sustained.
- 23.10 Upon termination of the Contract, the Operator shall:
 - 23.10.1 immediately surrender its Operating Licences; and
 - 23.10.2 provide its full co-operation and assistance to the City or any replacement operator specified by the City, to ensure the efficient and seamless transfer of the Services.
- 23.11 Upon termination of the Contract, the City shall be entitled to immediately appoint auditors to check and verify all relevant books, records and other data of the Operator (and the Operator shall be obliged to provide the auditors with its full co-operation in this regard).
- 23.12 Termination of the Contract shall be without prejudice to any rights of either Party in respect of any antecedent breach of any term of the Contract by the other Party.

25. Force Majeure

Delete clauses 25.1 and 25.2 entirely and replace with the following:

- 25.1 If either Party is prevented in whole or in part from discharging its obligations pursuant to the Contract due to the occurrence of an Event of Force Majeure, such Party shall notify the other Party in writing, as soon as reasonably practicable after becoming aware of the Event of Force Majeure. Such written notice shall identify:
 - 25.1.1 the Event of Force Majeure that has occurred in sufficient detail, including any relevant circumstances giving rise thereto;
 - 25.1.2 the obligations which are affected and the extent to which the relevant Party cannot perform those obligations; and
 - 25.1.3 the relevant Party's best estimate of the duration of the cessation/ suspension of the Services and the projected date for the resumption thereof.
- 25.2 The Party prevented from discharging its obligations because of an Event of Force Majeure shall:

TENDER NO:

- 25.2.1 use its best endeavours to remedy or minimise the effects of the Event of Force Majeure, to the extent reasonably practicable; and
- 25.2.2 take all reasonable and necessary steps available to it, to mitigate any loss suffered by the Parties because of that Party's failure to discharge its obligations under the Contract. In particular, the Operator shall be obliged to take all such steps as would be expected of a Reasonable and Prudent Operator, in anticipation of Events of Force Majeure, in order to mitigate any adverse effects thereof, including but not limited to, securing the Vehicles and relevant infrastructure, and subject to Applicable Law, the entering into of appropriate contractual arrangements with its employees (which may include without limitation, the offering of reasonable remuneration and reasonable conditions of service to employees so as to avoid unnecessary industrial action) or adopting any other reasonable measures proposed by the City in writing.
- 25.3 Without detracting from the obligations in clause 25.2 where the notice in terms of clause 25.1 is given by the Operator, the City may issue a Service Notice to the Operator describing the Services it accepts as having been affected by an Event of Force Majeure. If the City is of the reasonable opinion that, notwithstanding the Event of Force Majeure, circumstances nonetheless permit the Operator to undertake a portion of the Services for the period during which the Event of Force Majeure subsists, the City may, in the same Service Notice, instruct the Operator to undertake the relevant portion of the Services, in which case the Operator shall be obliged to do so.
- 25.4 During the period of suspension of the Services due to an Event of Force Majeure, the Operator shall:
- 25.4.1 be entitled to claim the monthly payment in respect of the Base Fleet Capital Repayment Costs;
- 25.4.2 only be entitled to claim payment for that portion of the Services rendered by it as contemplated in clause 25.3;
- 25.4.3 not be entitled to claim any payment for suspended Services nor shall it be entitled to claim the costs of such Services (including the fixed costs);
- 25.4.4 not be entitled to claim payment from the City in relation to any steps taken by it to mitigate the effects of an Event of Force Majeure.
- 25.5 If an Event of Force Majeure continues for more than sixty (60) Days, thereby preventing either Party from performing its obligations under the Contract and, in the absence of the Parties reaching agreement on a mutually satisfactory solution for remedying the Event of Force Majeure or its impact on the Services despite consultation during the aforesaid sixty (60) Day period, either Party may terminate the Contract with immediate effect by written notice to the other Party.
- 25.6 Neither Party shall have any liability to the other in respect of any breach of its obligations in terms of the Contract or the termination thereof, resulting from an Event of Force Majeure.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 Subject always to the City's rights under clause 23, the City 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 proposal from the Operator (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed Operator is deemed unacceptable to the City, at any time by giving written notice to the Operator (via the liquidator).
- 26.2 Termination will be without compensation to the Operator, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the City.

27. Settlement of Disputes

Delete the heading of clause 27 and replace with the following:

27. Dispute resolution: Negotiation, Mediation and Arbitration

Delete clauses 27.1 to 27.5 (both inclusive) entirely and replace with the following:

27.1 Negotiation

27.1.1 Save as may be expressly provided for otherwise herein, any dispute between any of the Parties arising in connection with the Contract or its subject matter shall be resolved in accordance with the provisions of this clause 27, it being recorded that for the purposes of this clause 27, the term "dispute" shall be interpreted in its widest sense and shall include, without limitation, any dispute concerning:

27.1.1.1 the existence of the Contract (apart from this clause);

27.1.1.2 the interpretation or application of the provisions of the Contract;

27.1.1.3 the Parties' respective rights and obligations under the Contract;

27.1.1.4 the breach or any matter arising out of the breach of the Contract;

27.1.1.5 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of the Contract.

27.1.2 The Parties shall use their best endeavours to resolve any dispute arising in terms of the Contract amicably between themselves first, before resorting to any of steps as set out further below.

27.2 Resolution by negotiation between Executives

Save as expressly otherwise contemplated in the Contract, any dispute arising in terms of the Contract may be referred by either Party to the Chief Executive Officer of the Operator and the Director: Public Transport Operations of the City (or any senior representatives nominated by each of them respectively in writing) who shall use their best endeavours to meet within ten (10) Business Days of the dispute being referred to them and attempt to resolve such dispute within ten (10) Business Days of such meeting.

27.3 Mediation

27.3.1 Should the Parties fail to resolve a dispute by negotiation in terms of clause 27.2, 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.

27.3.2 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.

27.4 Arbitration

- 27.4.1 Failing resolution of a dispute referred to mediation in terms of clause 27.3 within ten (10) Business Days of such referral, either Party shall be entitled to refer a dispute to arbitration in terms of this clause 27.4 by giving written notice to the other Party.
- 27.4.2 If the Parties cannot agree on the identity of an arbitrator within seven (7) Business Days of the date of transmission of the notice issued in terms of clause 27.4.1, or if an arbitrator agreed upon by the Parties cannot or does not accept an invitation to arbitrate and the Parties fail to agree on an alternative arbitrator within five(5) Business Days of the Parties being informed of this, the chairman of the Cape Bar Council shall, on request by either Party on an urgent basis, nominate an arbitrator who must be an advocate with at least ten (10) years' standing as such and whose appointment shall be confirmed in writing by the City as soon as is reasonably possible having regard to the urgency.
- 27.4.3 The arbitration proceedings shall be held in Cape Town and conducted in accordance with the provisions of this clause 27.4 and the arbitration laws of the Republic of South Africa.
- 27.4.4 The arbitrator shall have discretion and all powers allowed by law to ensure the just, expeditious, economical, and final determination of the dispute, including the matter of costs and without derogating from the generality of the foregoing, shall also have the power to:
- 27.4.4.1 investigate any matter, fact or thing which he considers necessary or desirable in connection with the dispute;
- 27.4.4.2 to determine the time, place and venue of the hearing;
- 27.4.4.3 to make any rulings or interim awards on matters of onus, admissibility of evidence and procedure; and
- 27.4.4.4 to make an award regarding the responsibility for payment of any costs and/or legal fees.
- 27.4.5 The Parties shall endeavour to ensure that the arbitration is completed within one month after the appointment of the arbitrator, or as soon as possible thereafter.
- 27.4.6 Any award made by the arbitrator shall be final and binding on the Parties.
- 27.4.7 This clause 27.4 constitutes each Party's irrevocable consent to arbitration proceedings, is severable from the other provisions of the Contract and shall remain in effect notwithstanding the termination or invalidity of the Contract. Neither Party shall be entitled to withdraw from such proceedings nor to claim that it is not bound by this clause 27.4.
- 27.4.8 Pending the resolution of any dispute in terms of the Contract, unless determined otherwise by the City and/or a court, the Operator shall continue to provide the Services in terms of the Contract.

28. Limitation of Liability

Delete clause 28.1 (a) and (b) and replace with the following:

- 28.1 Without detracting from, and in addition to, any of the other indemnities in the Contract, the Operator shall be solely liable for and hereby indemnifies and holds harmless the City 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 Operator in terms of the Contract, save to the extent caused by the gross negligence or wilful misconduct of the City.

TENDER NO:

- 28.2 The Operator and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the City 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 City or its agents or employees.
- 28.3 Notwithstanding anything to the contrary contained in the 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.
- 28.4 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.

30. Governing Law

Add the following new paragraph:

- 30.2 The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, (Western Cape High Court, Cape Town) for any proceedings arising out of or in connection with the Contract.

31. Notices

Delete the heading of clause 31 and replace with the following:

31. Addresses and Notices

Delete clauses 31.1 and 31.2 entirely and replace with the following:

- 31.1 The Parties choose for the purposes of the Contract the following addresses:
- 31.1.1 The City: City Manager, Civic Centre, Hertzog Boulevard, Cape Town, 8001; Email: [insert email address]; Fax (021) 400-1332;
- 31.1.2 The Operator: [insert address, email and telefax details].
- 31.2 Any legal process to be served on any of the Parties may be served on it at the physical address specified for it in clause 31.1 and it chooses that address as its domicilium citandi et executandi for all purposes under the Contract.
- 31.3 Any notice required by the Contract to be given in writing shall, if given by telefax or email, be regarded as having been given in writing for purposes of the Contract.
- 31.4 A notice to any of the Parties which is sent by registered post in a correctly addressed envelope to the address specified for it in clause shall be deemed to have been received (unless the contrary is proved) within fourteen (14) Days from the date it was posted, or which is delivered to the Party by hand at the physical address specified for it in clause 31.1, shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 31.5 Each notice by telefax to a Party at the telefax number specified for it in terms of clause 31.1 shall be deemed to have been received (unless the contrary is proved):
- 31.5.2 within four (4) hours of transmission if it is transmitted during normal business hours of the receiving Party; or
- 31.5.3 within four (4) hours of the beginning of the next Business Day after it is transmitted, if it is transmitted outside those business hours; or
- 31.5.4 If transmitted at a time where fewer than four (4) hours remain of the receiving Party's normal business hours, within the number of minutes from beginning of the next Business Day

TENDER NO:

determined in accordance with the formula "A-B", where A is 240 and B is the number of minutes that remained between the time of transmission and the end of normal business hours of the receiving Party.

- 31.6 Any notice by email to a Party at the email addresses of its Authorised Representatives shall be deemed to have been received (unless the contrary is proved) within twenty (20) minutes of transmission, if transmitted at any time during the Operational Hours of the Services; or within twenty (20) minutes of recommencement of the rendering of the Services, if transmitted outside of the Operational Hours of the Services.
- 31.7 Notwithstanding anything to the contrary in this clause 31, a written notice or other communication actually received by any of the Parties (and for which written receipt has been obtained) shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 31.8 Any Party may by written notice to the other Parties change its physical or postal address, telefax number, email address or mobile number for the purposes of this clause 31 to any other physical or postal address, telefax number, email address or mobile number provided that the change shall become effective on the seventh (7th) Day after the receipt of the notice.

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

This certificate must be an original, valid and unexpired tax clearance certificate issued by the South African Revenue Services. For the duration of the contract, the Operator must ensure that the City is placed in possession of a new, original, valid and unexpired tax clearance certificate issued by the South African Revenue Services, no less than thirty (30) Business Days prior to the expiry of the last tax clearance certificate. In this regard, it is the responsibility of the Operator to submit the valid tax clearance certificate issued by SARS to the City 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 City may cease all payments due to the Operator for any period that it is not in possession of a valid tax clearance certificate.

Add the following after clause 32.4:

- 32.5 The VAT registration number of the City of Cape Town is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

The provisions of the GCC are hereby supplemented by adding the following additional clauses after Clause 34:

35. Service Notices and Protocols

- 35.1 The City shall be entitled to issue Service Notices to the Operator pertaining to any Service Notice Matter on such reasonable notice as the City may deem necessary, having regard to the specific circumstances. Any variation, direction, or instruction pertaining to the Services, as contemplated in a Service Notice, shall not take effect until such time as the relevant Service Notice has been issued by the City.
- 35.2 If a Service Notice is issued, any variation in Services may (but will not necessarily) increase or decrease the amount payable to the Operator, unless it is a risk that is expressly contemplated in the Contract or that the Operator (as an experienced Reasonable and Prudent Operator) should have reasonably foreseen or anticipated and should have priced in its tendered rates/prices.

TENDER NO:

- 35.3 Should the Operator wish to raise any dispute relating to payment for Services to be rendered in terms of a Service Notice or any other aspect of the Service Notice, it shall notify the City of the dispute within seven (7) Business Days of issue of the relevant Service Notice. The Operator shall bear the onus of proof in connection with such dispute raised and must provide the City with all supporting documentation and relevant information pertaining thereto, and any additional information as may be reasonably requested by the City in this regard. If the dispute is a payment dispute, the Operator must also provide the City with all relevant financial/costing information to support its claim.
- 35.4 The Parties shall use all reasonable endeavours to resolve the dispute through negotiations within ten (10) Business Days of the notification referred to in clause 35.3. If they are unable to resolve the dispute, the dispute shall be dealt with in accordance with clause 27.
- 35.5 Notwithstanding the foregoing provisions, it is expressly recorded that once a Service Notice has been issued by the City, the Operator shall be obliged to implement the Services in accordance with the provisions of the Service Notice and the Contract, at the rates tendered by the Operator in the Pricing Schedule. If, in the event of a dispute being declared as contemplated in clause 35.3, it is subsequently determined or agreed (as the case may be) that there is a change in the amount payable (pursuant to the Parties following the process contemplated in clause 35.4, such change will be based on the rates in the Price Schedule.
- 35.6 The City shall also be entitled to:
- a) issue reasonable Protocols and standard operating procedures to the Operator from time to time (and shall be entitled to make additions or amendments thereto);
 - b) accept suggested Protocols from the Operator from time to time, if it promotes industry best practice or enhances the performance of the Services;
 - c) amend Protocols and standard operating procedures previously issued by it in terms of the Contract on reasonable notice to the Operator.

36. Authorised Representatives

Each Party shall:

- 36.1 provide the other with the identity and contact details of its Authorised Representatives within fifteen (15) Business Days after the Effective Date;
- 36.2 be entitled, on prior written notice to the other, to appoint such additional persons as they may require, to act as their Authorised Representatives in respect of administrative or operational matters pertaining to the Services.
- 36.3 The City's Authorised Representatives shall be entitled to access all Vehicles, Depots and Call Centre, for purposes of inspecting and monitoring compliance with the obligations under the Contract. The aforesaid Authorised Representatives shall give the Operator and/or the relevant Subcontractor (as the case may be) such reasonable notice as it may consider appropriate, having regard to the circumstances of each visit, provided that the City shall always be entitled to require immediate access, without prior notification, where the City, in its sole discretion considers it reasonably necessary to achieve the purpose of any inspection.
- 36.4 The Operator shall comply with and adhere to the instructions and directions of the City's Authorised Representative regarding the operation of the Services and only take instructions and directions from authorised officials and agents of the City, as may be provided for in the Contract or subsequently specified by the City in writing.

35. Reporting Obligations

- 35.1 The Operator shall complete, sign and submit with each Invoice, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

37. Protection of Client Data

- 37.1 The Operator acknowledges that by rendering the Services as contemplated in the Contract, it shall be deemed to be an “operator” as defined in terms of the POPI Act. Accordingly, the Operator warrants that it shall not and shall ensure that its employees or subcontractors shall not:
- a) Process the Client Data in any manner or for any purpose other than as set out in the Contract (and only to the extent necessary to provide the Services); and
 - b) act in any other manner that breaches or contravenes the POPI Act or otherwise causes the City to do so.
- 37.2 The Operator shall take all precautions necessary to preserve the integrity and confidentiality of the Client Data and to prevent unauthorised or unlawful Processing of the Client Data as contemplated in Sections 19 and 20 of the POPI Act.
- 37.3 The Operator acknowledges that, in accordance with Section 21 of the POPI Act, it is obliged to enter into a written contract with the City to document suitable accountability and compliance measures to be put in place in relation to the Processing of the Client Data. Consequently, the Operator undertakes to sign such agreement forthwith upon receipt thereof from the City as soon as possible after the Effective Date. The Operator shall ensure that any subcontracting agreements concluded with Subcontracted Operators must contain equivalent protection of the Client Data as contained in the aforementioned written contract.
- 37.4 The Operator shall immediately notify the City in the event of any non-compliance or breach of the provisions of the POPI Act by the Operator or its employees or subcontractors. The Operator shall supply on request by the City, all information and documentation required by the City to assess and confirm the Operator’s compliance with its obligations in this clause 37. This information must be provided promptly to the City and, in any event, within five (5) Business Days of request.

38. Changes in shareholding

Other than in respect of the death of a Controlling shareholder (if such shareholder is a natural person), or in the event of a bona fide company restructure (if such shareholder is a company), for the duration of the Contract, the Operator shall ensure that there is no change of Control in the Operator (from the person or persons who Controlled it as at the date of award of the Tender), without the prior written approval of the City, which approval shall not be unreasonably withheld. For purposes of this clause 38, “Control” shall bear the same meaning as contemplated in section 2(2) of the Companies Act, 2008 and “Controlling” shall have a similar meaning.

39. Sale of business

For the duration of the Contract, the Operator shall ensure that there is no sale of all or substantially all, of the assets or business of the Operator without the prior written approval of the City, which approval shall not be unreasonably withheld.

40. Orderly Transition of Services on Termination

The Operator undertakes that for a period of sixty (60) Business Days prior to the Termination Date, or such shorter or longer period as the City may in its discretion determine, it shall co-operate with the City and any service provider who may be appointed to render the Services after the Termination Date, and in this regard, do all things reasonably necessary to ensure the seamless and orderly transition of the Services from the Operator to any new service provider appointed by the City.

41. No agency

- 41.1 No provision of the Contract shall be construed as constituting an agency, partnership, or joint venture between the Parties and neither Party shall have any express or implied authority to bind the other Party in any way or to represent the other Party unless expressly provided to the contrary in the Contract.

- 41.2 It is expressly recorded that the Operator operates as an independent contractor and not as an employee or agent of the City and does not have the authority to bind the City contractually to any other party.

42. Indulgences

The grant of any indulgence, extension of time or relaxation of any provision by a Party under the Contract shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

43. Co-operation

43.1 Each of the Parties undertake, always, to do all such things, perform all such acts and take all such steps within its power and control, as may be necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of the Contract and ensuring that the Services are rendered consistently and to the highest possible standards expected by the City.

43.2 The Parties agree to provide to one another, all information reasonably requested and as may be needed by the other, to assist in the exercise of their respective rights and performance of their obligations under the Contract.

44. No stipulation for the benefit of a third person

Save as is expressly provided for in the Contract, no provision of the Contract constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favour of that person.

45. No representations

A Party may not rely on any representation (express or implied) which allegedly induced that Party to enter into the Contract unless the representation is recorded therein.

46. Survival of rights, duties and obligations

Termination of the Contract for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect of any act or omission prior to such termination.

47. Waiver

47.1 No waiver of any of the terms or conditions of the Contract will be binding for any purpose unless expressed in writing and signed by the Party making such waiver and any such waiver will be effective only in the specific instance and for the purpose given. It is expressly recorded that the City's Authorised Representative does not, and shall not, have authority to waive any of the terms of the Contract on behalf of the City.

47.2 No failure or delay on the part of a Party in exercising any right, power or privilege will operate as a waiver of such right, power or privilege, or as implied consent to the other Party's non-compliance, or as novation of the Contract; nor will any single or partial exercise by that Party of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

48. Entire Agreement

The Contract shall constitute the entire agreement between the Parties regarding its subject matter and the Parties waive the right to rely on any implied, tacit or alleged express provision not contained in the Contract.

(8) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 City 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 City 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 City 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 City 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 City'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 City 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 City'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 City and shall be returned (all copies) to the City on completion of the supplier's performance under the contract if so required by the City.
- 5.4 The supplier shall permit the City to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the City, if so required by the City.

6. Patent rights

- 6.1 The supplier shall indemnify the City 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 City.

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the City the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the City 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 City, and shall be in one of the following forms:

TENDER NO:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the City's country or abroad, acceptable to the City, in the form provided in the bidding documents or another form acceptable to the City; or
- b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the City 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 City 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 City.
- 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 City 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 City 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 City.

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 City'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 City 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 City of the pending termination, in sufficient time to permit the City to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the City, 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 City'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 City shall notify the supplier promptly, in writing, of any claims arising under this warranty.

TENDER NO:

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 City.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the City 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 City 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 City 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 City, 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 City'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 City's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the City 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 City 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 City 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 City 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 City 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 City 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 City may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The City, 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 City 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 City, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the City terminates the contract in whole or in part, the City 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 City 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 City terminates the contract in whole or in part, the City 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 City 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 City 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 City 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 City;
 - (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 City promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the City 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 City 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 City.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the City 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 City 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 City 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 City, 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 City; and
 - (b) the aggregate liability of the supplier to the City, 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 City'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 City.
- 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 City, has/have engaged in the restrictive practice referred to above, the City 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 City 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

TENDER NO:

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 sum of R 6 000 000.00

Amount in words: Six million rand

"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

- 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
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.
Renasia Insurance Company Ltd.
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT USED

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

..... ,
(Supplier/Mandataray/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

I hereby declare that I have read and understand the Occupational Health and Safety Act 85 of 1993 and undertake to comply therewith at all times.

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

Signed at on the day of 20....

Witness

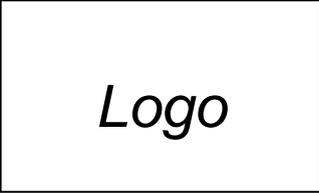
Mandataray

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

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



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)**13.1. INTERPRETATION AND DEFINITIONS**

“Actual Passenger” means a passenger that is actually transported by a vehicle;

“ABT” means Account Based Ticketing that supports the cashless DaR ticketing system;

“AFC” means the Automated Fare Collection System as used by the City’s MyCiTi system;

“Afternoon Peak Period” means the afternoon period of a day with the highest traffic present on the road network as determined by the City of Cape Town (City or CCT) and will be between 15:00 and 18:00 (weekdays) and will be updated (if applicable) and communicated to the Operator and users within the conditions of the contract.

“Annexes” or **“Annexures”** means the Annexes or Annexures attached hereto;

“App” means a Dial-a-Ride mobile application available to be downloaded for use on smart phones by users or prospective users of the Dial-a-Ride Service;

“Applicant” refers to a prospective DaR user that must apply for registration of the service and undergo an assessment by an Occupational Therapist or Duly Registered Medical Practitioner.

“Applicable Laws” means any constitution, statute, ordinance, treaty, decree, proclamation or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by any authority in terms of any of the foregoing governing the legal framework of the Republic of South Africa;

“Authorised Representatives” means the representatives of the City and/or the Operator, as the case may be;

“Base Fleet” means the fleet of Type A Vehicles which the Operator is obliged to provide for purposes of rendering the Services, as specified in the Price Schedule;

“Base Fleet Capital Repayment Costs” means the agreed monthly rate payable to the Operator in respect of the capital cost of the Base fleet, as specified in Section C of the Price Schedule, it being recorded that the Operator shall be obliged to provide the City with such prior written proof of its capital cost of the Base Fleet as the City may reasonably require;

“B-BBEE” means broad based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act 2003(as amended);

“Business Day” means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;

“Carers” means a Travel Assistant for passengers that cannot travel on their own;

“Call Centre” means a call centre facility to be established, operated and maintained by the Operator, and which facility must be capable of receiving and responding to telephone calls, social media platform messages, SMS and e-mail communication;

“Call Centre Operator” means a person who operates / works at the Call Centre;

“City” or **“CCT”** or **“Purchaser”** means the City of Cape Town, a metropolitan municipality as contemplated in section 1 of the Local Government: Municipal Structures, Act 117 of 1998 and where relevant acting through Transport for Cape Town, of Civic Centre, 12 Hertzog Boulevard, Cape Town, or its successor-in-title;

TENDER NO:

"Commencement Date" means 1 October 2023, or such alternate date as may be determined by the City and notified to the Operator in writing after the Effective Date, being the date on which the Operator shall first become responsible for the provision of the Services;

"Companies Act" means the Companies Act, 71 of 2008;

"Contract" means the Contract as defined in the General Conditions of Contract;

"Current Operator" – means the Operator currently Operating DaR services and who's contractual end date is 30 September 2023.

"CPI" (or the consumer price index) means the percentage of change in Statistics South Africa's Geographic Price Index for the Western Cape Province for the relevant month, compared to the concomitant consumer price index for the same month a year before (as published at <http://www.statssa.gov.za>);

"DaR" - means Dial-a-Ride Service;

"Data Management Platform" - is the Intelligent Transport System that contains a number of functions related to mobility that can be expressed in various integrated Apps and Web / App portals that make up the functionality required to operate and utilise the DaR service. These functions may include passengers booking trips, paying for trips, observing the location of their vehicle, submitting complaints, Primary Operator scheduling and cash management, operational reports, Driver waybills, DaR users database management etc.;

"Day" means a calendar day i.e. any day as ordinarily understood, including Saturdays, Sundays and gazetted national public holidays in the Republic of South Africa;

"Depot/s" means the immovable property or properties utilised by the Operator as a base from which Vehicles operate;

"Depot Positioning Kilometres" all kilometres travelled to the first pick-up point from the depot and from the last drop-off to the depot;

"Driver" means those persons employed or otherwise engaged by the Operator and/or the Subcontracted Operators (as the case may be) to drive and operate the Vehicles;

"Drop-Off Point" means the geographical location at which a Vehicle actually drops off a Scheduled Passenger;

"Duly Registered Medical Practitioner" refers to a health care professional registered with the Health Professions Council of South Africa (HPCSA) and who is suitably qualified to assess the disability status of passengers;

"Effective Date" means the Signature Date, being the date on which the Contract comes into effect;

"EFT" means electronic fund transfer;

"E-hailing" refers to On-demand services that are operated through an App;

"EMV" stands for Europay, Mastercard and VISA;

"Engineering Kilometres" all kilometres travelled by a vehicle for the purpose of staff training, maintenance, shunting within the depot, licensing, non-business-related kilometres and /or kilometres designated by the City as such;

"Equipment" means the equipment necessary for the provision of the Services, to be fitted or provided in the Vehicles, depending on the specific requirements for each Vehicle type, as more fully described in the Vehicle and Equipment Schedule. The Equipment shall include the following:

- Specialist restraint equipment comprising of a wheelchair restraint to secure wheelchairs, as well as a separate passenger restraint used to secure passengers using wheelchairs;
- Power-operated lifts and ramps;

- Fleet Monitoring equipment;
- Passenger/Driver communication systems; and
- Any ancillary/standard accessories such as, spare wheels, reversing beeper, tool kits, first aid kits and fire extinguishers;

"Invoice" means a valid tax invoice substantially in the format set out in **Annexure K** and as may be amended by the City from time to time;

"Monitoring Service Provider" or **"MSP"** refers an independent supervising and monitoring firm, appointed by the City, who will monitor the services provided by the Operator and certify the Operator's monthly payment claims;

"Month" means a calendar month;

"Morning Peak Period" means the morning period of a day with the highest traffic present on the road network as determined by the City of Cape Town (City or CCT) and will be between 05:00 and 10:00 (weekdays) and will be updated (if applicable) and communicated to the Operator and users within the conditions of the contract;

"MyCiTi" means the City's integrated rapid transport system for the provision of public transport and ancillary services, and "MyCiTi System" shall have the same meaning;

"Occupational Therapist" refers to a health care professional specialising in occupational therapy and occupational science, registered as an Occupational Therapist(s) with the Health Professions Council of South Africa (HPCSA).

"Off-Peak Hours" refers to weekdays between 10:00 to 15:00 and 18:00 to 21:00 and will be updated (if applicable) and communicated to the Operator and users within the conditions of the contract.

"OHSA" refers to Occupational Health and Safety Act 85 of 1993

"On-demand Operators" refers to a transport or private operator that has a license to operate e-hailing and/or other services and will provide on-demand services in a standard or adapted vehicle.

"On-Demand Services" means an on-demand transport service for Dial-a-Ride passengers to be provided by an operator licenced to render such services by means of a standard or adapted motor vehicle equipped with an electronic e-hailing technology-enabled application which allows for the hailing or booking of vehicles electronically and on demand;

"Operated Passenger Trip" means a Scheduled Passenger Trip that is and or was actually operated by a Vehicle;

"Operated Route" means the Route determined by the Operator and actually operated by a Vehicle;

"Operated Route Positioning Kilometres" means the kilometres scheduled to be travelled by a Vehicle; from a Drop-Off Point of a Scheduled Passenger to the next scheduled Pick-Up Point when there are no passengers onboard the Vehicle;

"Operated Route Revenue Kilometres" means the kilometres scheduled to be travelled by a Vehicle from a Pick-Up Point of a Scheduled Passenger to a scheduled Drop-Off Point when there are passengers onboard the Vehicle;

"Operating Licences" means any licence, consent or permit required by the Operator and/or Subcontracted Operators, to provide the Services in terms of the Act;

"Operational Hours" means the hours during which the Dial-a-Ride Service will be operational as set out in and as amended from time to time in terms of the Contract;

"Operator" means the tenderer or Primary Operator to whom the Tender was awarded by the City to provide Dial-a-Ride Services on behalf of the City of Cape Town. Operator is synonymous with "Primary Operator";

“OT” means Occupational Therapist

“Parties” means the parties to the Contract, being the City and the Operator; and "Party" means any one of them;

“Penalties” means the amounts to be deducted pursuant to penalising the Operator for particular infringements or service level failures, as set out in the Penalty Schedule;

“Penalty Schedule” means the schedule recording the Penalties applicable to any infringements or deviations from the expected levels of service required by the City in terms of the Contract, attached hereto as **Annexe G**;

“Performance Guarantee” means the written, irrevocable performance guarantee to be provided to the City by the Operator on the terms and conditions set out in the Form of Guarantee / Performance Security in the Tender;

“Persons with disabilities” means all persons whose mobility is restricted by temporary or permanent physical or mental disability, and includes the very young, the blind or partially-sighted and the deaf or hard of hearing;

“Pick-Up Point” means the actual geographical location at which a Vehicle is required to pick-up a particular Passenger; or at which a Vehicle actually drops-off a Passenger;

“PrDP” means a professional driving permit for the carriage of passengers;

“Pre-arranged Services” means a scheduled door-door transport service, requiring 24 hours advance booking;

“Price Schedule” means the Price Schedule of the tender document, reflecting the agreed rates for each function to be performed as part of the Services, as duly completed and submitted by the Operator in response to the Tender and accepted by the City. The rates contained therein may not be changed other than as provided for in the Contract and shall be subject to adjustment strictly in accordance with the Price Adjustment Schedule;

“Price Adjustment Schedule” means the price adjustment schedule annexed hereto as **Annexe O**;

“Primary Operator” means the operator that operates the Base Fleet of Dial-a-Ride vehicles, manages the Subcontracted Operators, operates the fare system and manages the call centre etc, and is synonymous with the “Operator”;

“Protocols” means written guidance and instruction issued by the City from time to time, indicating, amongst other things, its requirements in relation to standard operating procedures, the manner in which the Services are to be rendered and any other procedures to be followed in order to comply with the City’s service level requirements;

“Provisions” means the provisional amounts in respect of certain expenditure as listed in the Price Schedule, which may become payable to the Operator at the City’s discretion;

“Rand” or **“R”** means South African Rand, the lawful currency of the Republic of South Africa;

“Reasonable and Prudent Operator” means an operator seeking in good faith to perform its contractual obligations and in doing so, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all Applicable Laws, engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Operator, and any reference to the standards of a reasonable and prudent operator shall be a reference to such degree of skill, diligence, prudence and foresight as aforesaid;

“Routes” means each route (or combination of routes) in respect of the Services, as may be amended by the City from time to time;

“SARPBAC” means the South African Road Passenger Bargaining Council;

“Scheduled Passenger” means a registered passenger, scheduled to use the Services, in

accordance with provisions of the Contract;

“Services” or **“the Dial-a-Ride Service”** means the Dial-a-Ride public transport service to be provided by the Operator to the City, aimed at members of society with disabilities who may be unable to access mainstream public transport, and all other services to be provided by the Operator as contemplated in terms of the Contract, any Service Notices and Protocols;

“Service Charter” means the service charter annexed to the Contract as **Annexure B**, and which may be amended and/or updated by the City from time to time;

“Service Notice” means a written notice or instruction in relation to the Services, given to the Operator by the City, pursuant to the terms of the Contract and which must be expressly and clearly identified as a “service notice” for purposes of the Contract;

“Service Notice Matter” means any event or need which, in the discretion of the City, impacts on and/or requires an increase, variation or reduction in the Services, whether temporarily, permanently, scheduled or otherwise and which may, in some instances, include an emergency or Event of Force Majeure;

“Signature Date” means the date on which the Contract is signed by the last party signing;

“Smart Cards” means the EMV smart cards used by passengers in order to use the MyCiTi System, including “myconnect” cards and such other cards as may be introduced during the term of the Contract;

“SMS” stands for Short Message Service

“Subcontracted Operator” or **“Subcontractors”** means any entity, (whether private or public company or non-governmental organisation) with an existing fleet of adapted or standard Vehicles, as the case may be, licenced to provide private transport services and appointed by the Operator to render a portion of the Services on a subcontracted basis;

“Subcontracted Services” refers to transport services provided by a private company or an NGO etc with an existing fleet of adapted and / or non-adapted / standard vehicles who are currently licenced for and provide private transport services;

“Subcontracted Vehicles” means those Type A, B, C or D Vehicles, which may be introduced into service by the Operator and/or a Subcontracted Operator, as the case may be;

“Subsidiary” has the meaning ascribed to it in terms of the Companies Act;

“Tender” means the - Provision of a public transport Dial-a-Ride Service on behalf of the City of Cape Town;

“Tender Documents” means all the documents pertaining to the Tender which were provided by the City to the Operator prior to the award of the Tender;

“Termination Date” means 24h00 hours on the calendar day preceding the 6th anniversary of the Effective Date, being the time and date on which the Contract expires, unless terminated beforehand in terms of the remaining provisions of the Contract;

“USSD” stands for Unstructured Supplementary Service Data

“VAT” means value-added tax levied in terms of the Value-added Tax Act 89 of 1991, as amended.

“Vehicles” mean all or any vehicles, used in the rendering of the Services, as described more fully in the Vehicles and Equipment Schedule. Vehicles are distinguished and categorised according to vehicle types, based on their size, number of wheelchair spaces and adaptation required. Any reference to a “Type A, Type B, Type C or Type D Vehicle” in the Contract, shall have the meaning ascribed to that specific type of vehicle in the Vehicles and Equipment Schedule; and

“Vehicles and Equipment Schedule” means the schedule, attached hereto as **Annexe C**, describing more fully:

- The specifications and requirements applicable to each Vehicle type to be used in the rendering of the Services; and
- the specifications and requirements for the Equipment to be provided for each Vehicle type.

13.2. INTRODUCTION

13.2.1. Background

Dial-a-Ride (DaR) is a Public Transport service for persons with disabilities who are unable to access the mainstream Public Transport. The DaR service is provided within the municipal boundaries of the City of Cape Town, see **Annexure F**. A single external Operator (referred to as the Operator or Primary Operator) will be responsible for the DaR service in accordance with a contract between the City of Cape Town (“the City”) and the Operator.

The Operator is expected to:

- 1) Fulfil the role as Primary Operator the role includes the provision of services (i.e. vehicle trips) using the Base Fleet, which will be assigned to the contract, and will be for dedicated use of DaR services. This will include scheduling and issuing of waybills with the use of scheduling software provided by the City, as well as the establishment, operation and management of a call centre.
- 2) Manage the brokering of services with Subcontracted Operators to supplement the Base Fleet, amongst other things.

This service is only available to persons with disabilities who have been assessed (and found eligible) by an Occupational Therapist (“OT”) or Duly Registered Medical Practitioner. Registered users will have the option of booking the service via one of many available channels, which may include for example the DaR App, DaR website, USSD (Unstructured Supplementary Service Data), SMS (Short Message Service), social media platforms , e-mail, or calling the DaR call centre. The DaR App, Web portal, Account Based Ticketing Back Office etc. will be developed by the City.

The City may want to run a pilot for On-demand Operator services. The pricing schedule includes a provisional amount to cover the cost of undertaking the pilot study and may include, but is not limited to, negotiations, contracts, administration, training of drivers, passenger subsidy payments for services rendered, etc. These costs will only be reimbursed on submission of a tax invoice or on approval from the City and procurement must be in terms of the City’s Supply Chain Management Policy.

The main differentiation between these services and those provided by the Primary Operator and their selected Subcontractors, is that the contracts with operators will be nett rather than gross. Operators providing on-demand services will be able to charge passengers an agreed market related fare, and the City, through the Primary Operator, will contribute a passenger subsidy. Details regarding the pilot and associated subsidy will be determined prior to commencement of the pilot. As per the Pricing Schedule, the Primary Operator will charge the City a percentage mark-up for administration costs. Details of the pilot will be determined after the contract has been awarded.

13.2.2. Staged Implementation of DaR Services

The proposed stages of the new service are illustrated in **Figure 1**.

Stage 1: The current DaR service operated by the Current Operator as a gross contract.

Stage 2: Includes DaR services provided by the Primary Operator with the Base Fleet starting from the Commencement date, and the Subcontracted Operators. As the Primary Operator contract is a gross contract, the Subcontracted Operator services will also be operated as a gross contract.

Stage 3: As per stage 2, with the addition of the On-demand pilot services. These On-demand services will operate as a nett contract, where the On-demand Operator will take on the risk, and the City, through the Primary Operator, only pays a subsidy.

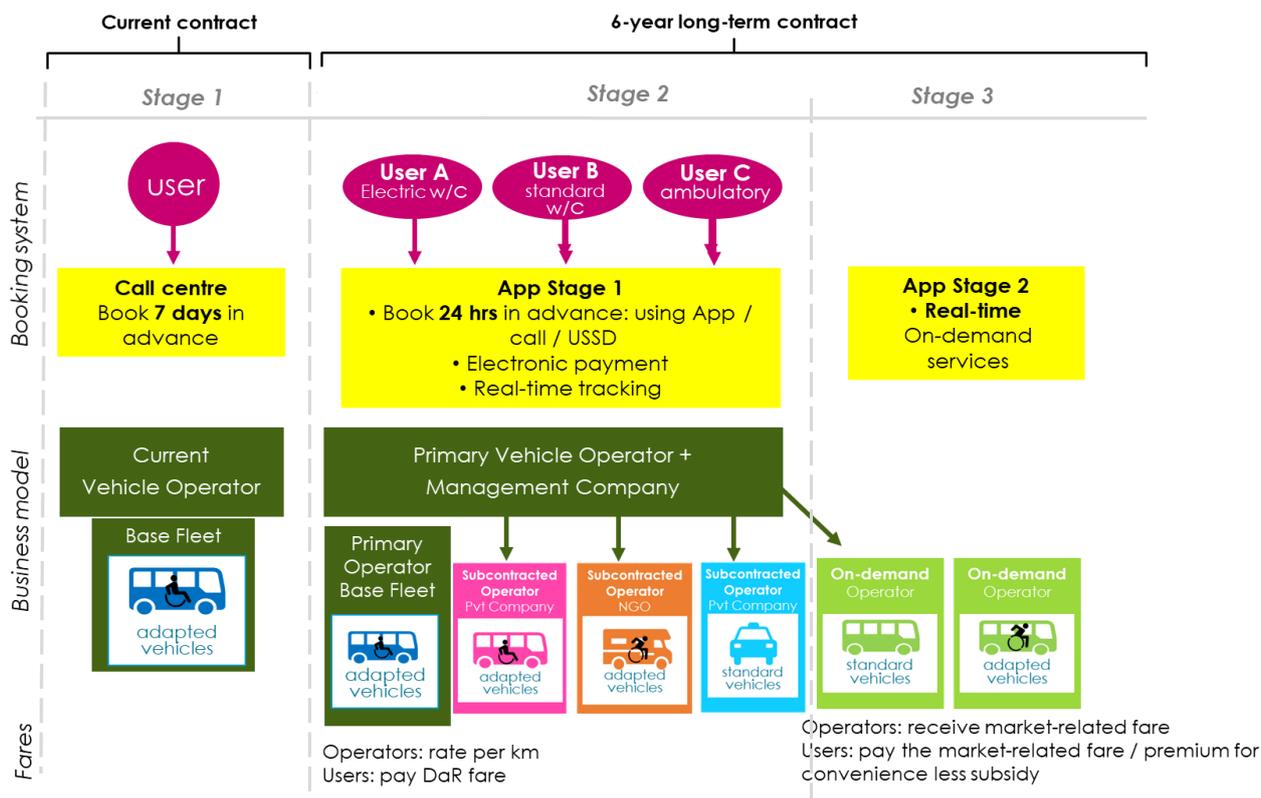


Figure 1: Staged Implementation of DaR

13.2.3. Scope Of Services Required

The DaR transport service which is essentially a limited “demand-response” service whereby passengers are provided a scheduled door-door transport service provided by external Operator(s) in accordance with the provisions of a contract between the City of Cape Town (“the City”) and the Operator. Passengers may exhibit a range of physical challenges which need to be catered for and may request services which include commuting to and from work, educational facilities, hospitals, clinics, municipal facilities etc. and other business and personal related trips.

The Operator shall provide the Services:

- Exercising the highest degree of skill, care and diligence and to the standards expected of a Reasonable and Prudent Operator.
- In accordance with all Applicable Laws and/ or other lawful and reasonable directions from the City from time to time, as contemplated in the Contract.
- Using its best endeavours to avoid any unnecessary interruption or delay; and strictly in accordance with the Service Charter (as described in **Annexure B**) issued to it by the City.

a) Primary Services

The services to be carried out by the Operator are:

- The provision, equipping and maintenance of the Operator’s wheelchair adapted Base Fleet;
- The provision of a vehicle depot for staging, maintenance and cleaning of the Base Fleet;
- Brokering of services with other operators on a gross contract basis for Pre-arranged Services, through subcontracting agreements. These Subcontracted Operators must have the capability, capacity, and be legally licensed to provide all inclusive supplementary transport services to the Primary Operator’s Base Fleet. Subcontracted Operators may include: Private companies; Non-governmental organizations (NGO’s), etc. The Primary Operator may subcontract to multiple subcontractors.
- The employment and training of drivers for the Base Fleet;
- Training of the Subcontracted drivers where required;

- Setup, management, and operation of a fully functional call-centre and operations office, which may include the following:
 - The employment and training of call-centre, administrative and other staff;
 - Provide and manage the necessary telecommunications infrastructure and equipment such as computers to perform the reporting and management tasks on the Data Management Platform;
- Provide vehicle trip scheduling functions using the software provided by the City:
 - Vehicle and trip scheduling of the DaR vehicles and drivers for the carriage of DaR passengers in the form of waybills;
- Provision of DaR passenger services using the Base Fleet and supplementary services provided by Subcontractors (i.e., the safe and courteous collection, carriage and setting-down of passengers);
- Addressing of passenger queries, and recording of issues / complaints, requests and recommendations for service improvement; and
- Facilitation of passenger applications and registration.
- Collate all the information collected (relating to operations of the Primary Operators and all Subcontracted Operators) through the various systems, and report back to the City.
- Piloting of On-demand services via a nett contract using Subcontracted Operators;

b) Additional Services

The City shall require the Operator to undertake the following additional services during the duration of the contract.

- The Operator may need to make the DaR vehicles available for special events, as requested by the City, for which payment will be made.
- In the unlikely event of the Data Management Platform fails, the Primary Operator will be responsible for all services within reason, including but not limited to scheduling, fare collection etc., see **Section 13.5.1**.

13.2.4. Service Charter

In undertaking these activities, the Operator will be required to comply with the City's Service Charter. The "Service Charter" means the service charter annexed to the Tender Documents as **Annexure B**, and which may be amended and/ or updated by the City from time to time.

It is the intent of the City of Cape Town (the Purchaser) to provide a quality transport service to its constituents. To aid this objective the City has adopted a Service Charter for the carriage of persons with disabilities. The Service Charter sets out the rights and responsibilities of the passenger, Operator and City as well as the complaints procedure for passengers to register complaints with the Operator and /or the City.

Notwithstanding the provisions contained within the Service Charter, the Operator must comply with the conditions and specifications set out in the main body of the contract. Operators are advised to study this document carefully so that the extent of the City's expectation is interpreted and executed in the servicing of the contract.

13.2.5. Information about the existing contract

The present composition of the vehicle fleet was specified by the City and purchased, maintained and operated by the present Operator. The service is currently running at a reduced level due to delays in award of the new long term DaR contract and the reduced vehicle fleet.

The current fleet comprises of 13 converted panel vans. The panel vans are fitted with specialist passenger and wheelchair restraint systems, CCTV and GPS tracking equipment. The vehicles operate from a depot provided by the Operator. All current DaR fleet and equipment is the property of the existing Operator and will not be transferred to the newly appointed Operator.

Further details of the current DaR service are provided in **Annexure D**.

13.2.6. Contract Parameters and Changes to the Service

The Operator shall note the following basic parameters that apply to the award of the contract:

- The planning for the contract is based on a six-year budget provision which may be subject to change. While the City has every intent to complete the full scope of works, the City reserves the right to reduce or increase the scope of works according to the dictates of the budget or other reason, subject to the Conditions of Contract.
- The City's budget cycle is tied to its financial year which runs from 1 July to 30 June of the following year.
- The period between the Effective Date and the Commencement Date will allow the Operator a period to establish, acquire and install the equipment needed to provide the Services. During this establishment period the Operator will not be entitled to claim establishment costs incurred. The Operator may recover such provisional costs with its first monthly invoice after completing the first month's DaR passenger services.
- The DaR service operates on a limited budget and cannot at present accommodate all applications for registration. Variations in the annual budget provision may occur which may result in a curtailment or expansion of the service. In such cases any changes shall be made in accordance with the provisions of the contract.
- The City aims to ensure that the service provided through Dial-a-Ride is optimised and made available to as many users as possible within the available budget. Any changes contemplated, that affect the provision of services will be done in consultation with the Operator and will be subject to the provisions of the Contract.
- By entering the Contract, the Operator shall have no rights to exclusively provide services and the City may enter another demand responsive service contract, such as the DaR service or similar or other form of contract to provide support and/or enhancement to DaR services and the management thereof.
- The above is due to the limited availability of competitive accessible public transport modes available to passengers with disabilities. It therefore remains the City's intent to introduce further accessible public transport services throughout the service area and such services may be introduced during the period of the contract should circumstances permit.
- Through the contract period it may be required to change the extent and/or some aspects of the DaR services provision. In such cases the City will instruct the Operator of any changes through the issuing of Protocols and/or Service Notices. Any changes shall be executed in accordance with requirements of the Conditions of Contract.

13.2.7. Role of the City

a) Supervision and Monitoring

The City shall monitor the services and the Operator's compliance with its obligations of the Contract on a regular basis. Detail pertaining to the monitoring of the services can be found in **Section E**. This will include the monitoring of the following services provided in the contract:

- DaR passenger services;
- Booking, scheduling and payment services (includes Call Centre, scheduling and usage of the Data Management Platform);

b) Payments

The City will pay the Primary Operator for all services specified in the contract. Details pertaining to the role and functions of the City in terms of Payment are set out in **Section 13.4**.

c) Data Management Platform

The City will procure a Data Management Platform that will facilitate seamless integration between various operational and user functions necessary for the rendering of the Services. Further detail is set out on **Section 13.5.1**.

13.3. BUS OPERATIONAL SPECIFICATIONS

13.3.1. Conditions of carriage

Without detracting from any other provision of the Contract, the Operator must ensure that the following conditions of travel applicable to the Services are adhered to at all times :

- a. Only those persons registered by the City as contemplated in **Section 13.5.2**, may be eligible to use the Services.
- b. The Services shall be available to passengers throughout the day and Driver shift changes shall not prevent bookings being taken and fulfilled.
- c. Bookings shall be accepted on a first come first served basis, through the Data Management Platform user interface.
- d. To improve the efficiency of the Services to all passengers, the Data Management Platform may require the rescheduling of a passenger's travel request so as to co-ordinate the trip with other passengers. In this event, such rescheduling must not deviate more than thirty (30) minutes from the time of the initial booking and the Operator must inform the passenger thereof at least six (6) hours prior to the booking pick-up time. Notwithstanding the foregoing, the Operator must ensure that all passengers are informed as soon as possible if there is an unexpected disruption in the Services. In this regard and where required, the Operator will make such alternate transport arrangements (on reasonable notice to the affected passengers) as may be necessary to accommodate those passengers affected by such disruption to the Services.
- e. All booked passengers must be set down at their required Drop-Off Point before the Service concludes for the day.
- f. The Services shall be operated as a kerb-to-kerb service, i.e. passenger will be collected or set down at a point on the footpath/shoulder of the road nearest to the Pick-Up Point or Drop-Off Point (as the case may be). The Driver, having regard to safety considerations, at the relevant time, shall determine the location of the actual stop.
- g. Drivers will be required to operate according to schedules indicated on the App through electronic waybills. During Off-Peak Hours and Saturdays and Sundays, Drivers shall be considered to be "on time" if they arrive at the Pick-Up Point between 5 minutes before and 5 minutes after the scheduled pick-up time. At all times, (i.e. irrespective of whether during the Morning Peak Period, Afternoon Peak Period or Off-Peak Hours), unless the Driver receives prior confirmation, either via the App or through the Call Centre, that a booking has been cancelled, where passengers are not present when the Vehicle arrives, the Driver shall wait for a maximum of 5 minutes after the scheduled pick-up time or arrival time, whichever is the later. The Driver shall only be entitled to leave once he/she has notified the Call Centre and received confirmation that he/she may depart.
- h. Passengers booked on a trip who wish to cancel their trip are required to notify the Operator at least 6 hours prior to the trip. Passengers who fail to do so, may make representations to the Operator as to why a trip could not be cancelled within the prescribed time period, as soon as reasonably possible thereafter. Such representations (accompanied by supporting proof where necessary), shall be subject to final approval of the Operator (acting as a Reasonable and Prudent Operator) and the City. Where notification of cancellation is not received by the Operator within the aforesaid prescribed time period or, if representations are subsequently made but not decided in a passenger's favour, the Operator shall apply the City's "No Show and Cancellation procedure", as provided to it by the City prior to the Commencement Date. It is recorded that such procedure may be amended by the City from time to time;
- i. Drivers shall be responsible for ensuring that all passengers who are required to do so, are using the vehicle restraint systems correctly. This includes securing all passengers using wheelchairs within the Vehicle, by the use of appropriate passenger and wheelchair restraint systems provided in the Vehicle. Passengers who refuse to be restrained or to comply with a Driver's reasonable request regarding the proper use of the relevant restraint systems in the Vehicles, shall be reported to the City, who shall determine the appropriate course of action to be adopted in relation to such passengers, provided that the Operator, applying the standards of a Reasonable and Prudent Operator in the specific circumstances, shall be entitled (upon the reporting of the relevant incident to the Call Centre by the Driver), to instruct a Driver to offload a passenger who behaves in a manner that demonstrates a wilful disregard for his/her own safety and/or persistently and unreasonably refuses to use the restraint systems, despite the Driver's reasonable request for them to do so. Passengers are responsible for ensuring that their wheelchairs are designed to withstand any forces transferred to the wheelchair by

TENDER NO:

the wheelchair restraint system when correctly secured. The Driver shall also ensure that all restraint systems are safely stowed when not in use;

- j. All other passengers are to be able to be restrained within the vehicle by a safety belt as required by the National Road Traffic Act 1996 (Act no. 93 of 1996).
- k. If the passenger and wheelchair restraint systems used by the Operator requires the type of wheelchair or the extent of the passenger's upper body strength/control to be known specifically, passengers are required to inform the Operator of these facts at the time of making a travel request. Travel requests will not be accepted if the correct restraint system is not available for use;
- l. Drivers must provide reasonable assistance to passengers into and out of Vehicles, where it can reasonably be provided or when reasonably requested. Such assistance may include placing the ramp, or in relation to the use of the Vehicle's steps, but shall not include the lifting of a passenger (which involves any physical contact). A Driver may refuse to provide such assistance where there are compelling reasons why such assistance cannot or should not be provided (for example, reasons pertaining to the Driver's personal security or the safety of other passengers). Drivers are not required to assist passengers from inside their house or edge of property, to the Pick-Up Point or Drop-Off Point, but are required to assist passengers to mount kerbs, where no dropped kerb is available. A Driver shall be entitled to refuse to transport any passenger demanding assistance which is expressly prohibited under the Contract.
- m. Carers who have been approved to assist passengers pursuant to the assessment by an Occupational Therapist or Duly Registered Medical Practitioner as contemplated in **Section 13.5.2**, may accompany such passengers on Vehicles at no additional charge.
- n. Guide dogs will be permitted on the Vehicles at no additional charge;
- o. During the trip, the following details will be recorded via the Data Management Platform (it being recorded that Drivers may, in some instances, be required to manually prompt the Data Management Platform to ensure the recordal of certain relevant data, such as:
 - Trip start and end times (depot to depot);
 - Trip start and end odometer readings (depot to depot);
 - No Shows and cancellations;
 - Number of passengers;
 - Fares collected; and
 - Location and actual time of pick-up and/or setting-down of passengers.
- p. The City shall be entitled to amend the conditions of travel above by issuing a Service Notice to the Operator to that effect.

13.3.2. Hours of Service

The Services shall operate on weekdays (Mondays to Fridays), weekends (Saturdays and Sundays) and on Public Holidays and shall be both demand responsive and schedule responsive.

Subject to the provisions below, the Services shall generally operate from 05h00 to until 19h00. Unless otherwise agreed to by the City, the Operator shall allow for the first passenger of the day to be collected at their Pick-Up Point by no later than 06h00. Notwithstanding the aforesaid, the Operator must ensure that at least thirty percent (30%) of all Vehicles will be available to operate from 19h00 until 21h00.

The City shall instruct the Operator in writing, if it requires the Operator to make provision for an increase in the percentage allocation of Vehicles or if it requires the Services to operate beyond the time frames as stated above. In the latter instance, the City shall take into account the legally permissible allowances for Driver hours per day and shall provide the Operator with reasonable notice when making such request to allow for compliance with any Applicable Laws if necessary.

13.3.3. Service area

The Services shall operate within the boundaries of the City of Cape Town and shall not extend beyond the City of Cape Town's metro municipality, unless the City expressly stipulates otherwise in writing. Refer to **Annexure F** for a graphical representation of the service area.

13.3.4. Routes

The Services are designed to be responsive to demand and operated on a “door to door basis”, such that the routes to be operated may differ daily. Based on the daily demand (request for pickups) routes are planned and pickups scheduled onto drivers’ electronic waybills. Accordingly, the Operator shall utilise, amongst other things, the scheduling functionality of the Data Management Platform, to devise all Routes in the most appropriate and cost efficient manner to reduce mileage (refer to **Section 13.5**), and which the City shall be entitled to review, on request, from time to time.

The routes to be serviced by the vehicles will generally be asphalt surfaced roads or maintained gravel roads. Some of the roads will have irregularities and speed humps which will affect vehicular traffic, especially of vehicles with low ground clearance. The service area may include rural areas and informal settlements where road conditions may be poor.

Notwithstanding the foregoing, the City shall be entitled to effect such changes to the Routes, as it may deem appropriate from time to time, by issuing a Service Notice to the Operator to that effect.

13.3.5. Operating Licences

The Operator shall be responsible for obtaining the Operating Licences necessary for purposes of rendering the Services and must ensure that the terms and conditions of such Operating Licenses are adhered to throughout the term of the Contract. The Operating Licence shall stipulate an area with a radius of 60km as measured from the Western Cape High Court, Keerom Street, Cape Town.

The Operator shall ensure that no Vehicle is operated in contravention of its Operating Licence or if the relevant Operating Licence has expired.

13.3.6. Vehicle Depots and Parking

The Operator shall be responsible for making suitable and adequate arrangements for the Depots (including the location and number of Depots) to be utilised for the parking, cleaning and servicing of the DaR vehicles during the term of the Contract. The Operator must ensure that, at a minimum, suitable facilities are provided in order to allow for daily inspections of the Vehicles and Equipment before such Vehicles leave the Depot.

13.3.7. Vehicles

For the duration of the Contract, the Operator shall be responsible for:

- a. providing the Base Fleet, and sourcing and managing the provision of Subcontracted Vehicles, as contemplated in **Section 13.4.2**;
- b. ensuring that at least 90% of the Base Fleet is always available to be put into service and that there are, at all relevant times, enough Subcontracted Vehicles available to meet passenger demand. Penalties will be applied if this requirement is not met.

The Operator must ensure that all Vehicles put into service:

- a. are and will continue to be, fully compliant with the requirements and specifications for the relevant Vehicle type, as described in the **Annexure C: Vehicles and Equipment Schedule**;
- b. comply with the requirements of the NRTA, any applicable South African Bureau of Standards specifications and any other Applicable Law;
- c. display the signage as required in terms of **Section 13.3.9** and, where relevant, are painted in the livery as prescribed by the City;
- d. are fitted with the relevant Equipment for each Vehicle type;
- e. are properly licenced and have valid roadworthy certificates issued in compliance with the NRTA.

For the duration of the Contract, the Operator must ensure that all Vehicles are operated and maintained in accordance with the vehicle manufacturer’s specifications and service standards and that all scheduled services are carried out in accordance with the vehicle manufacturer’s recommendations. The Operator shall

TENDER NO:

at all times be responsible for the maintenance and upkeep of all Vehicles (including all wear and tear repairs) and must ensure that all maintenance and repairs of such vehicles are undertaken promptly in and carried out as efficiently as possible in order to avoid a disruption to the Services.

The City (and its Authorised Representatives) shall be entitled to inspect the Vehicles at such time and place as the City may reasonably request and to be provided with all such information and documentation as the City may deem necessary for purposes of monitoring compliance with the obligations under the Contract.

If, at any time during the term of the Contract, the City, in its sole discretion, considers any Vehicle to be unsafe or unsuitable for use, it shall be entitled to prohibit the use of that particular Vehicle and to direct that such Vehicle be removed from service immediately. The prohibition and removal of such Vehicle by the City shall not in any way release the Operator from any of its obligations under the Contract and the Operator shall be obliged to procure a replacement Vehicle forthwith upon receipt of an instruction from the City as aforesaid.

13.3.8. Equipment on Vehicles

The Operator shall, for the duration of the Contract:

- a. ensure that Vehicles are equipped with the requisite Equipment for each Vehicle type and will continue to be, fully compliant with the requirements and specifications for such equipment, as more fully described in **Annexure C: Vehicles and Equipment Schedule**;
- b. use its best endeavours to preserve and protect such Equipment, in good working order and condition;
- c. ensure that the Equipment is used only for its intended purpose, and to the extent relevant, such as in the case of power operated lifts, and the specialist restraint system, comply with the instructions for the operation, care, maintenance and use of such equipment as may be prescribed by the relevant Equipment manufacturer and/or service provider, as the case may be.

13.3.9. Livery and signage on vehicles

All Vehicles must be branded strictly in accordance with the City's requirements. The design and application of livery shall be subject to prior approval by the City, however decal measurements and colour specifications are included in **Annexure P** to assist tenderers with pricing. Where the livery applied to the Vehicles is not in accordance with the City's specifications or does not meet the expected quality standards of the City, the Operator shall be obliged to re-apply the livery at its own cost.

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

On the exterior of the Base Fleet:

- name and contact details of the Operator;
- fleet number of the Vehicle (to be displayed at the front and rear of the Vehicle);
- signage as may be specified by the City, clearly marking the Vehicle as a Dial-a-Ride Vehicle; and

On the exterior of Subcontracted Vehicles:

- signage as specified by the City, clearly marking the Vehicle as a Dial-a-Ride "partner" vehicle;

In the interior of Vehicles:

- passenger capacity (in relation to maximum seated, and only if applicable based on Vehicle type - maximum wheelchair spaces);
- if applicable based on Vehicle Type, instructions on how to secure and release the passenger and wheelchair restraint systems;

- rules of carriage of passengers;
- no-smoking signs; and
- other signage as required and approved by the Representative

The Operator shall not affix or display advertising material of any kind on the interior or exterior of any Vehicle, nor permit same to be affixed or displayed without the prior written consent of the City.

13.3.10. Marketing and Image

The City is responsible for the marketing of the Services. The Operator must comply with all reasonable instructions from the City regarding the use of graphics, information, signage or Vehicle livery in relation to any marketing campaigns in connection with the Services.

13.3.11. Testing of Vehicles and Equipment

In order to ensure that the Vehicles and Equipment are safe and adequately maintained, the Operator must ensure that all Vehicles and relevant Equipment are tested, at six (6)-month intervals, by a Grade A vehicle testing station nominated by the City.

The testing station shall confirm, (or otherwise), that the Vehicles and relevant Equipment comply with the following requirements:

- Vehicle: must comply with all current, relevant, roadworthiness and crashworthiness requirements;
- Passenger/wheelchair restraints: must comply with the relevant test requirements specified in ISO 10542; and
- Power-operated lift/ramps: must comply with the relevant test requirements specified in SANS 10370:2002.

If any Base Fleet Vehicle fails in respect of any of the relevant tests contemplated above, the Operator shall repair the failed item within two weeks (unless it endangers the safety of passengers, in which case the relevant repair must be attended to prior to returning the Vehicle to service).

If any Subcontracted Vehicle or equipment fails in respect of any of the above tests, such Vehicle shall be removed from service and repaired forthwith, whereafter it may be returned to service.

If a Vehicle, which is not roadworthy, is not repaired within four (4) weeks, the appropriate penalty will be applied and the City shall be entitled to instruct the Operator to remove the Vehicle from the fleet available for service and provide a suitable replacement vehicle (to the City's satisfaction), within one (1) month thereafter (and which replacement vehicle must, where applicable, be specifically adapted for purposes of the Contract).

13.3.12. Employee related general obligations

The Primary Operator shall be responsible for:

- Providing all staff necessary to ensure that the Services are provided with the requisite skill and care in accordance with the terms of the Contract; and
- Ensuring that its employees, agents or contractors comply with the relevant terms of the Contract and comply with any reasonable instructions given to them by the City pursuant to the Contract.

Without detracting from the generality of the aforementioned obligations, the Operator shall ensure compliance with:

- SARPBAC and any other relevant bargaining council agreements applicable to it and shall provide the City with an annual certificate evidencing such compliance. The City shall be entitled to require such additional or supporting information as it may require from the Operator in order to verify such

compliance;

- the provisions of the Occupational Health and Safety Act 85 of 1993 (“OHSA”) including all regulations and safety standards promulgated thereunder.
- Prior to the Commencement Date, the Operator shall ensure that the City is placed in possession of a schedule detailing the following information in respect of all personnel:
 - Name, Surname and Identity Number;
 - Position or Post and Category
 - Applicable Bargaining Council.

If there are any changes to personnel, the aforementioned schedule shall be immediately updated to account for such personnel changes. The updated schedule must, as far as reasonably possible, be submitted to the City in the month in which such personnel changes occur.

Where personnel details are not available at tender stage, the Operator shall provide the schedule listing the various posts, applicable bargaining council and applicable wages. The complete schedule shall be required at the commencement date of the contract.

In addition to the annual certificate contemplated above, this schedule shall be updated and submitted to the City with any staff changes in the month which such changes takes place and as evidence when bargaining council wage increases are claimed in terms of **Schedule 8**.

13.3.13. Drivers and operational staff - training and conduct

a. Qualifications and licenses

The Operator shall ensure that Drivers utilised for purposes of rendering the Services do not have criminal records and are in possession of valid driver's licences and PrDP's. In particular, the Operator must ensure that, in respect of Drivers operating the Base Fleet, at least 50% of such Drivers have held valid driver's licences for at least ten (10) years and valid PrDP's for at least five (5) years, (of which the latest is current). The Operator shall provide the City with copies of Driver's licences and PrDP's in respect of all Drivers prior to the Commencement Date and for the duration of the Contract thereafter, immediately upon request by the City.

b. Training and conduct of drivers and operational staff

The Operator shall ensure that each Driver is adequately trained to enable them to render a high-quality service. Driver training must include training in respect of the correct procedures pertaining to safe embarking and disembarking of passengers, technical training in the handling of the Vehicles and all relevant Equipment, as well as training to refresh and improve the Driver's driving proficiency.

In addition the Operator must also ensure that all Drivers and operational staff receive training from suitably qualified trainers in accordance with a training programme to be developed by the Operator, in consultation with the City. Training modules must be developed for each category of operational staff (i.e. Drivers, schedulers and call centre staff, etc) and the training programme shall include, at least, the following:

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

In relation to Driver training in particular, the Operator shall present, at its own expense, all candidate Drivers (including those employed subsequent to the Commencement Date) to the relevant body designated by the City for the above mentioned training. If, upon completion of the training, the City (and if necessary, in

consultation with the relevant training authority) considers a Driver to be unsuitable for the Services, the Operator shall be obliged to provide an alternate candidate for training, at its own cost, forthwith upon being so notified by the City.

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

c. Driver Duties

In exercising their duties, Drivers must:

- i. ensure that, where applicable, the Vehicle hydraulic lift or ramp is correctly deployed for use and stowed when not in use;
- ii. ensure that, where applicable, a passenger using a wheelchair is correctly positioned in the wheelchair space and that the restraint system provided is deployed in accordance with the instructions for doing so;
- iii. assist with collapsing and placing on board the Vehicle in a secure manner, the passengers' mobility aides, such as wheelchairs, and walking aids etc;
- iv. ensure that all electronic equipment deployed on Vehicles whilst in service, are switched on and fully operational;
- v. in all instances, liaise with and act on, express instructions from the Call Centre, unless extraordinary conditions prevail, such as a medical emergency or similar;
- vi. shall provide such other assistance to passengers as may be contemplated in the Conditions of Carriage in **Section 13.3.1** and the Service Charter; and
- vii. be kind, courteous and helpful at all times, to ensure that a positive image of the Service is projected to passengers. Under no circumstances shall drivers become over-familiar with a passenger.

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

The Operator must ensure that all Drivers operating the Base Fleet are provided with a uniform, which displays a unique Driver's identification label. The uniform must be worn at all times that the Driver is on duty and must be kept clean and smart.

Drivers operating Subcontracted Vehicles must be provided with an identification card which must be kept on hand and worn in a manner that is easily visible at all times whilst on duty.

The drivers will be required to log into the App, link the vehicle (for example through scanning of a code etc.) at the start of the duty and follow the electronic waybills. Upon collection of passengers the drivers must request a pin/ confirmation code from passengers and follow all App prompts as required. At the end of the duty, drivers must log out of the App and the vehicle.

13.4. PAYMENT TERMS

13.4.1. Primary Operator

The City will pay the Primary Operator the following for the Fleet under a gross contract:

- a rate per km, vehicle related cost, driver related rate, fixed costs
- a vehicle capital component
- a monthly rate for operations of a call centre and scheduling functions

Note that the ownership of the buses will remain that of the Primary Operator at the end of the contract.

a. Kilometres of Base Fleet

The Operator is reimbursed for all kilometres except Engineering Kilometres.

An explanation of the different kilometre types is provided below and in **Annexure A**.

- **Engineering Kilometres:** all kilometres travelled by a vehicle for the purpose of staff training, maintenance, shunting within the depot, licensing, non-business-related kilometres and /or kilometres designated by the City as such.
- **Depot Positioning Kilometres:** all kilometres travelled to the first pick-up point from the depot and from the last drop-off to the depot.
- **Operated Route Revenue Kilometres:** means the kilometres from a Pick-Up Point of a Scheduled Passenger to a scheduled Drop-Off Point when there are passengers onboard the Vehicle;
- **Operated Route Positioning Kilometres:** means the kilometres from a Drop-Off Point of a Scheduled Passenger to the next scheduled Pick-Up Point when there are no passengers onboard the Vehicle;

b. Capital repayment of Base Fleet

The City will reimburse the Operator, for the monthly Capital repayment of the Base Fleet. The Operator will be required to provide written confirmation from a bank that they qualify for the required vehicle financing for the Base Fleet, or alternatively provide a letter confirming that the vehicles will be self-financed (which must be attached to Schedule 17). If the Operator owns the vehicles and does not require financial aid from the bank, the capital repayment will consist of the monthly depreciation. The rate in the pricing schedule must consider the residual value of the buses and proceeds of selling the asset after the contract.

c. Scheduling function and call centre operation

The City will reimburse the Operator, for the monthly scheduling and call centre operations, as specified in the price schedule and in **Section 13.5**.

13.4.2. Subcontracted Operator Services

In order to increase the supply of Vehicles to match the level of assistance or mobility aid required from Dial-a-Ride passengers, and, where applicable, to empower Subcontracted Operators who may have surplus vehicle capacity suitable for use in the rendering of the Services, the Tender provides for a portion of the Services to be subcontracted to Subcontracted Operators (the "Subcontracted Services"). Accordingly, the Operator is required to procure the use of Subcontracted Vehicles to supplement the Base Fleet as contemplated in terms of the Bus Operational Specifications.

The City, through the Primary Operator, shall reimburse a Subcontracted Operator for Operated Route Revenue Kilometres, Operated Route Positioning Kilometres and Depot Positioning Kilometres in respect of Subcontracted Services undertaken by it, based on the rate per kilometre for each Vehicle type, as set out in the Price Schedule. The Subcontracted Operator shall invoice the Operator on a monthly basis in respect thereof. The Operator shall invoice the CCT for DaR trips made on all vehicles (including the Subcontracted Operator) on a monthly basis.

The Operator shall be required to enter into appropriate subcontracting agreements with Subcontracted Operators in writing, to the satisfaction of the City in order to ensure full compliance with the terms of the Contract. Such written subcontracting agreements shall, insofar as may be applicable, substantially mirror the terms of the contract and the Operator shall provide a copy thereof to the City, forthwith upon request by the City.

Subcontracting using own fleet

It is expressly recorded that if the Operator has adequate Vehicle capacity across Vehicle Types A-D within its own fleet of Vehicles, which can be suitably utilised to supplement the Base Fleet based on passenger requirements as contemplated in this section, it shall not be precluded from rendering all or part of the Subcontracted Services, provided that it does so through a Subsidiary, or any other separate juristic person established for this purpose. In such event, the Operator will, in respect of the Subcontracted Services, be

compensated on the same basis as tendered for Subcontracted Operators.

The Operator acknowledges that it is and shall, at all times, be responsible for the delivery of all of the Services as contemplated in the Contract and that it shall be liable for all acts and/or omissions of its employees and/or subcontractors.

13.4.3. Fares charged, Fare Collection and Revenue Management

Registered users who make use of the DaR service are required to pay for their transport. It is proposed that the cashless DaR ticketing system be structured as an Account Based Ticketing (ABT) System and will be managed through the Data Management Platform. Through the Data Management user interface, passengers shall be informed of the cost of the trip at the time of booking. The fares collected will be paid to the City's account. **Error! Reference source not found.**

a. Fares charged

The Operator must charge passengers a concessionary fare for their trip as specified by the City in the Annual Road Based Public Transport Tariff. All Tariff conditions apply. The fare levels and fare structure therein may be adjusted by the City as and when it deems appropriate.

b. Fare collection

Subject to the provisions of **Section 13.5.1c**, passengers will be required to pay fares directly into a dedicated Dial-a Ride bank account established by the City for this purpose. This account shall be managed by the City (subject to compliance with any relevant City policy or Applicable Law) and all amounts received into such account on behalf of passengers shall, prior to travel, be recorded as a travel credit in the name of the relevant passenger. The Operator must inform passengers of the relevant fare at the time of booking, and also establish whether the passengers have sufficient travel credits for the required trip. Passengers who have insufficient travel credits must be requested to top-up their account prior to travel. The City shall be entitled to debit the aforesaid account in respect of an actual fare collected, only once the passenger has boarded the Vehicle. Any interest earned on funds held in trust shall accrue to the City.

Users will be able to use any of the following payment options:

- Mobile Application linked to Bank Issued EMV cards or EMV Cards (not bank issued)
- Mobile payments (Google Pay, Apple Pay etc.); and
- QR Codes that can be scanned from a mobile device; or
- Any payment method to be determined.

c. Fare revenue management and validation

The Operator shall not transport a passenger who has not paid the designated fare. The Operator shall be responsible for ensuring that all passengers have paid the correct fares by verifying a passenger's pin (or other appropriate identifier) issued to the passenger as confirmation of his/her booking, before allowing such passenger to board a Vehicle. Without detracting from the City's rights to impose penalties on the Operator in terms of the Contract, the Operator shall be liable for all fares not collected as a result of its failure to comply.

The Operator shall ensure that fare reconciliation is completed daily and shall be required to verify the total value of collected fares, as determined from the number of Operated Passenger trips. The Operator will be required to deliver a consolidated report of daily reconciliation to the City, on a weekly basis, indicating total fare collected for each week. Save in respect of proven errors directly attributable to the Data Management Platform, the Operator shall be liable for any shortfall between the value of the fares as determined and verified with the City and the actual amount collected by the City.

The Operator must verify the value of collected fares on a monthly basis with the City as part of the invoicing process. This value is to be the value of the fares determined from the number of Actual Passenger Trips made by all operators.

d. Transition period

Some passengers may require a transition period after the Commencement Date, to migrate fully to a cashless fare payment system. During this time, the Operator may be required to collect fares from passengers in cash when collecting passengers at their pick-up point. In such event, the aforementioned daily fare reconciliation and monthly verification processes shall continue to apply. The Operator shall be liable to the City for the fares in respect of all trips undertaken by it, regardless of whether or not such fares were collected. The operator will be required to pay a penalty for any fares not collected.

To the extent applicable (as determined by the City), the transition period is anticipated to last for a period of three (3) Months from the Commencement Date, subject always to the City being able to extend or reduce such period, as it may deem appropriate, based on evidence of passenger acceptance and uptake of the cashless payment system. The City shall issue a Service Notice to the Operator confirming the date upon which the transition period must end, and from which date, the Operator shall not be allowed to accept cash payments directly from passengers.

The Operator must promptly carry out all further written instructions received from the City in relation to fare collection, from time to time.

13.4.4. Pilot Study Operations

The City is considering the feasibility of introducing On-Demand Services for Dial-a-Ride passengers and may, during the term of the Contract, wish to undertake a pilot study with respect to such services. It should be noted that the City is not obliged to proceed with the pilot study and the Operator shall not have a legitimate expectation regarding the roll-out of the pilot study for On-Demand Services during the Contract.

The pilot study is based on the broad strategic thinking of the City at the time of advertising the Tender and further details and specifications must still be finalised in that regard after the award of the Tender.

The main differentiation between these services and those provided by the Primary Operator and their selected Subcontracted Operators is that the contracts with operators will be nett rather than gross. These services may consist of e-hailing type services or other taxi type services provided by public transport companies or private transport companies.

Operators providing on-demand services will be able to charge passengers an agreed market related fare per passenger kilometre, and the City, through the Primary Operator, will contribute a passenger subsidy per kilometre, i.e. the remaining fare will be paid by the passenger directly to either the Primary Operator or the On-demand Operator.

If the City decides to proceed with the On-Demand Services pilot study, it shall notify the Operator of such decision in writing after the award of the Tender, in which event any amounts claimed by the Operator in this regard shall be paid in accordance with **Section G (Part 2)**, of the Price Schedule.

A provisional sum in **Section G (Part 2)**, of the Price Schedule has been allowed for the setup costs of the pilot On-demand services and a monthly amount the City is willing to contribute to passenger subsidies. The Primary Operator will charge the City a percentage mark-up for administration costs on the setup costs and passenger subsidies.

13.5. CALL CENTRE, SCHEDULING FUNCTIONS AND REPORTING

This section discusses the setup, operation and management of a Call Centre and the scheduling and reporting functions that will be required for the DaR service.

13.5.1. Data Management Platform

The City will provide the Operator with access to the Data Management Platform which will facilitate seamless integration between various operational and user functions necessary for the rendering of the Services. A diagram in **Figure 2** illustrates the relationship between the Data Management Platform and the other components. The functionality of the Data Management Platform may include, but shall not be limited to:

- allowing for applications from prospective users of the Dial-a-Ride Service and maintaining the applicant and registered passenger database;

- managing trip bookings and allowing for automated payment thereof;
- assisting with the scheduling of Vehicles for passenger trips;
- generating electronic Driver waybills;
- generating and transmitting booking confirmation codes to passengers through the App or via the Call Centre;
- observing real-time Vehicle location and providing for live direction to Drivers;
- allowing for Call Centre interface to assist those passengers who may not have access to the App when booking; and
- allowing for Operator reporting and submission of complaints.
- Allow for automatic payment of trips when passengers are being picked up

The City shall be responsible for providing the requisite training for those Drivers and Call Centre staff who are required to use the Data Management Platform user interface.

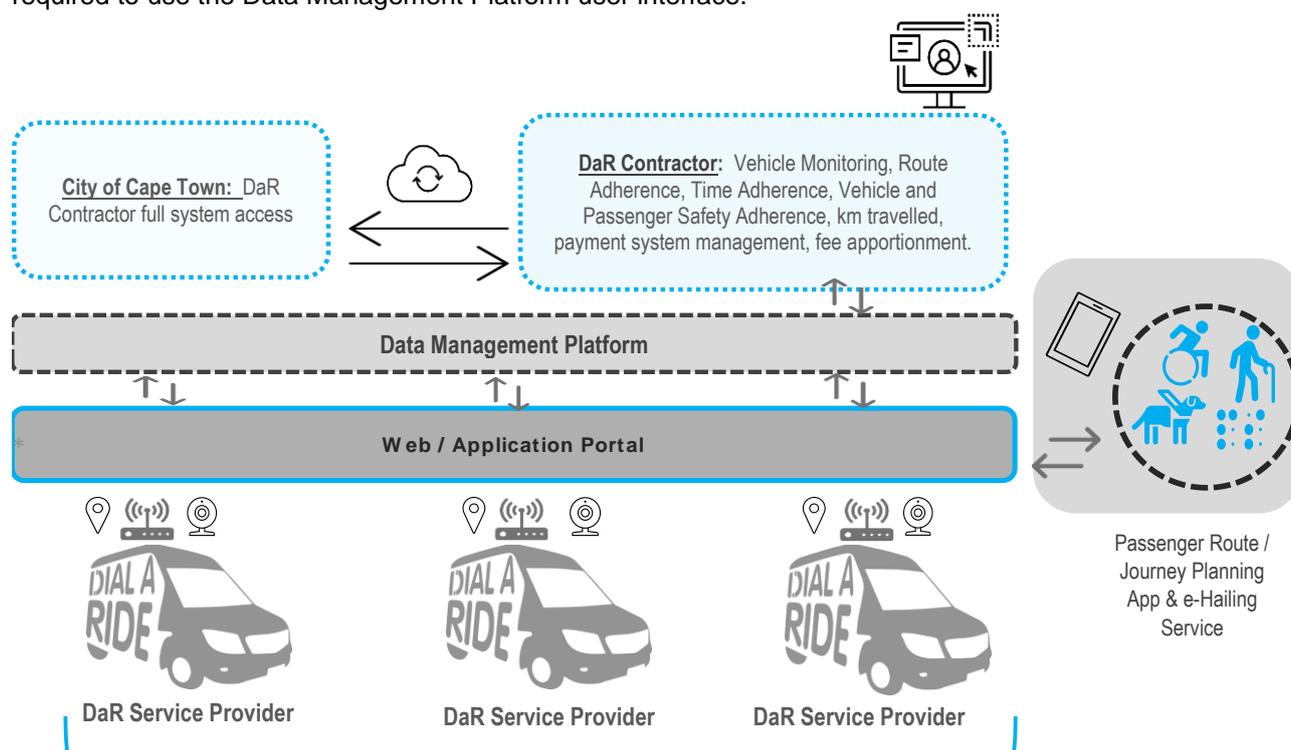


Figure 2: Definition of Data Management Platform

a. Data Management Platform development stages

The app will be developed in two stages over the contract period:

Stage 1 of the Data Management Platform development:

- The app allows bookings, payments and real time tracking of vehicles.
- Accepts telephonic bookings (linked to the App), email, USSD via cell phone text message.
- Call centre will still be operational, where staff log the booking request.
- Bookings will be required 24hours in advance.
- The system is required to perform a routing and scheduling function.

Stage 2 of the Data Management Platform development:

Addition of on-demand services where bookings can be made close to the intended departure time. This forms part of the On-demand Pilot and will be clarified after the tender has been awarded.

b. DaR user application and registration

All passengers who make use of the DaR service are required to register for the service with the Operator through the DaR App, Website or Call Centre. As part of the registration process prospective users are required to be interviewed and examined by an Occupational Therapist (OT) or Duly Registered Medical Practitioner.

The Data Management Platform will facilitate user application, registration and issuing of a unique DaR Identification number. The interfaces that must be available for an applicant to register for the DaR service will include a DaR Website, DaR mobile application for iOS and Android mobile operating systems, DaR Call Centre and USSD, Email, social media platforms and SMS.

In order to register for the Dial-a-Ride service the applicant needs to provide the Operator with their personal details:

- First name and surname;
- ID number;
- Email address;
- Preferred language;
- Contact name and number in case of emergency;
- Residential and postal address;
- Work hours and work address;
- Preferred method of contact; and
- Information related to their disability, whether they use a mobility aid and whether they will require a personal care attendant (and their details) or guide dog to accompany them during travel.

Applicants shall also be required to provide information about their anticipated regular trips:

- Travel time;
- Origin and destination; and
- Trip purpose.

The City shall ensure that the list of registered DaR users is up to date.

c. Data Management Platform Out of Service

The Operator shall be obliged to use the Data Management Platform, including, without limitation, its scheduling and waybill generation functionality to improve scheduling efficiencies. Notwithstanding the foregoing, the Operator shall, remain responsible for the delivery of the Services in the unlikely event that the Data Management Platform experiences downtime (ie; is unavailable, offline or non-operational due to technical difficulty) or is otherwise not available for any other reason whatsoever. In such event, the Operator shall be obliged to put the necessary precautionary measures in place and take such steps, as may be expected of a Reasonable and Prudent Operator, to ensure minimum disruption to the Services.

Such measures or steps may include but not be limited to:

- the use of paper waybills in addition to the electronic system. In this instance, the Operator must ensure that paper waybills contain all of the information indicated in **Section 13.5.6**;
- manually scheduling Vehicles for passenger trips;
- reverting to direct fare collection from passengers as contemplated in **Section 13.4.3.d**.
- the efficient use of the Call Centre's telephonic functionality for purposes of manually managing bookings and interacting with passengers and the City; and
- all other reasonable measures or steps as may be notified by the City in writing.
- must conduct a daily fare reconciliation and pay over the fares to the City on a weekly basis.

Where the Operator renders the Services under circumstances where the Data Management Platform is not operational or unavailable for use, the City shall reimburse the Operator for manual scheduling, call centre operation and fare collection, to the extent applicable, on the basis set out in **Sections D3- D5** of the Price Schedule.

The above-described scenario will not in any way detract from the Operator's obligation to use the Data Management Platform when operational, and its failure to do so will result in the imposition of Penalties by the City.

13.5.2. Passenger Registration

a. Background

The City's main aim is to ensure that only people with disabilities who are unable to use mainstream public transport due to their disability, benefit from the DaR service. Some passengers have gained access to the service due to a temporary disability and have continued to use the service even though they no longer meet the criteria.

The City has developed an evaluation process whereby an Occupational Therapist or a Duly Registered Medical Practitioner determines if the prospective passengers have the ability, or not, to use mainstream public transport.

b. Registration Process

All passengers who make use of the DaR service are required to register for the service through the DaR App, Website or Call Center. As part of the registration process prospective users are required to be interviewed and examined by an Occupational Therapist or Duly Registered Medical Practitioner in order to determine their eligibility to use the service.

Once a user is found to be eligible to use DaR, they receive a registration number, at which point the user is added to the waiting list of registered applicants. The registration and approval of DaR accounts must be kept in the Data Management Platform database.

The Operator will not be responsible for managing the actual database, but it will be made accessible to the Operator via the Data Management Platform for purposes of, amongst other things, receiving passenger booking requests.

The City shall, at all times, be entitled to review the database registration process (including any amendments to the current data base, eligibility, categorisation and evaluation criteria) and shall be entitled to effect such changes to the Services, as it may deem appropriate by issuing a Service Notice to that effect.

c. Assessment of prospective users

The purpose of the assessment is to establish whether the applicant:

- is able to use the mainstream public transport service;
- needs a Carer during transit or at place of employment; can be transported with a normal sedan car or a specially adapted vehicle.

TENDER NO:

- **Table 1** indicates the level of assistance a user requires and the eligible vehicle types;
- can travel alone and meet with the helper at the destination point; and
- has a condition that is temporary or permanent and indicate the period of temporary disability.

Table 1: Level of assistance and vehicle type

VEHICLE TYPE		LEVEL OF ASSISTANCE/MOBILITY AID
A & B	Adapted Vehicle	Users requiring a motorised wheeled device Some users utilising manual wheelchairs
C	Mini-van / Sedan	Users requiring no walking device Users requiring a walking device who are able to step up into a minibus vehicle Users who cannot access Public Transport Interchange (PTI) facilities
D	Larger sedan vehicles, station wagon or SUV's	Users requiring a manual foldable wheelchair Users requiring a walking device who cannot step up into a minibus vehicle Users who are not able to use regular MBT transport with other passengers

13.5.3. Call Centre

The Operator must provide, maintain and operate a fully functional Call Centre, capable of receiving and responding to telephone calls, social media platform messages, SMS and e-mail communication from persons wishing to enquire about the service and from registered users wishing to make use of the DaR service. The Operator shall be responsible for all charges associated with running the Call Centre.

a. Setup and operations

The Call Centre shall continue utilising the current telephone number - 0800 600 895. In this regard, the Operator shall make the appropriate arrangements with Telkom SA to arrange for the transfer of the aforesaid telephone number to its Call Centre and shall be liable for all charges/costs incurred in relation to such transfer. In addition to the foregoing, the Operator must ensure that it maintains standard, fully functional telephone equipment in order to be contactable by the City at all times and pay for all charges associated with running the call centre i.e. telephone, ISP etc.

The Operator must ensure that all calls can be answered in all three official languages of the City of Cape Town (Afrikaans, English and Xhosa);

Call Centre operating hours shall be from 05h00 to 22h00, seven days a week. A pre-recorded voice answering service for after-hours operation must be provided (message taking is not required).

The Operator must ensure that the Call Centre is secure and that it can accommodate the requisite staff and equipment;

The Operator must ensure that the Call Centre is equipped with sufficient staff and adequate equipment in order to maintain a quality service. (In this regard, the Operator acknowledges that strict penalties will be imposed for calls, SMS's and e-mail not answered timeously as contemplated in the Penalty Schedule);

All Call Centre equipment and any cabling necessary for its operation, must be provided by the Operator e.g. telephones, computers, cabling and other general office equipment. Including the necessary equipment to ensure that all calls are recorded and stored.

The Call Centre equipment must be capable of providing statistics such as, number of calls per month, average and individual call waiting time before being transferred to a Call Centre staff member, number of SMS's and emails received and the average and individual response time.

The Call Centre must be equipped with the necessary recording equipment to ensure that all calls may be recorded and stored. Call Centre data must be backed up daily and stored in an alternate location to the Call Centre.

To promote equal opportunities and fair treatment for persons with disabilities as envisaged in terms of the Employment Equity Act 55 of 1998, the Operator undertakes to use its best endeavours to employ persons with disabilities when hiring Call Centre staff. The Operator shall furnish the City, immediately on request, with such information as the City may reasonably require to monitor or verify the Operator's efforts and progress in this regard. The City shall also be entitled to issue reasonable Protocols from time to time in relation to the

aforegoing.

Penalties will be applied for calls, SMS's, social media messages, and e-mail not answered within the required timeframes. (Refer to Penalty Schedule in **Annexure G**).

b. Call Centre Operators Training

Call Centre staff must receive appropriate training for their duties at the beginning of their service, and undergo refresher courses every six months. The training shall require the prior approval of the City in respect of its outline and content and must be provided by suitably qualified trainers. The aforesaid training shall include at least the components contemplated in **Section 13.3.13.b**.

The Operator must ensure that all Call Centre staff have completed software training and must be adequately competent in basic computer skills (such as working with emails, spreadsheets etc.) as well as sensitivity training for people with disabilities, as approved by the City. Additional training for using the Data Management Platform user interfaces will be provided by the City.

If, notwithstanding completion of training, the City, (in consultation with the Operator and the necessary training body), considers a Call Centre operator unsuitable for the Services, the Operator shall be obliged to provide an alternate candidate for training at its own cost, forthwith upon being notified by the City.

c. Duties of Call Centre staff

Call Centre staff shall, without limitation, be required to:

- receive travel requests twenty four (24) hours in advance via the Data Management Platform, USSD (Unstructured Supplementary Service Data), email, telephone, SMS and social media platform messages from registered users. Call Centre staff are required to log such travel requests through the Data Management Platform on the passenger's behalf if they do not have access to the App or the DaR website;
- receive calls from persons wishing to inquire about the Dial-a-Ride service and from registered users wishing to make use of the services, as well as handle enquiries about the service;
- contact users when necessary, such as when the Operator needs to confirm a travel request;
- log calls for prospective passengers wishing to register as a Dial-a-Ride user through the App.

d. City's right to insource the Call Centre

The City shall be entitled, on reasonable written notice to the Operator, to insource the provision of the call centre function, utilising its own resources, in which event, the Operator's obligations and the rates payable to the Operator for the Call Centre function, as contemplated in **Sections D2 and D4** (and only if applicable, **Sections E2 and E4**) of the Price Schedule, shall cease to apply.

13.5.4. Scheduling of vehicles

The Operator shall be responsible for the optimal scheduling of all Vehicles, based on travel requests received from users of the Services. The current method of scheduling is done manually. The City will provide a Data Management Platform that will bring efficiencies for scheduling, managing bookings, collecting fares, creating and issuing waybills etc.

Where the Base Fleet is not available for use, the Subcontracted Vehicles shall be assigned to the trip in a cost-efficient manner, based on the passenger's categorisation and level of assistance or mobility aid required, as detailed more fully in **Table 4** of **Section 13.5.2** of the Specifications.

In scheduling and dispatching Vehicles in the most cost efficient and optimal manner, the Operator must ensure that the following factors are taken into account (in order of priority):

- Ensuring that usage of the Base Fleet is maximised;
- The number of passengers carried per day are maximised;
- Operated Route Revenue Kilometres and/or Operated Route Positioning Kilometres, are minimised

(in order to reduce the cost of the Services to the City);

- Penalties payable by the Operator are minimised, (thereby enhancing the overall quality of service provided to passengers);
- Ensuring equity of service throughout the Cape Town Metropole by providing coverage to all areas whilst maintaining balance between supply and demand. (For clarity sake, whilst density of demand may warrant a higher trip frequency, this should not be at the cost of limiting service coverage);
- To the extent necessary and possible, providing support for disabled passengers to public events, when requested to do so by the City;
- Ensuring that, as far as possible, trips to hospitals and/or clinics are made after completion of the Morning Peak Period and before the start of the Afternoon Peak Period. In this regard, passengers must inform the hospital/clinic in advance of its travel arrangements when using the Services, and are required to be ready to be collected at a fixed time;

The City will monitor the scheduling of Vehicles on a regular basis utilising the Data Management Platform. If the City determines that the Operator is not scheduling the Vehicles effectively, it may, without detracting from its rights to impose Penalties, instruct the Operator regarding any improvements it requires to be made with respect to the scheduling of Vehicles.

During the trip the following details will be recorded automatically through the ABT system:

- Trip start and end times;
- No shows and cancellations;
- Number of passengers;
- Fares collected;
- Location;
- Actual time of pick-up/setting-down of passengers; and

The driver may be prompted by the App to enter the odometer readings of each trip and or the start and end of the duty as a secondary kilometre verification measure.

13.5.5. Booking and scheduling of trips

Travel bookings from passengers may be received via App, website or telephone, email, SMS, social media platforms, to the call centre. The Operator must use its best endeavours to fairly accommodate as many requests for travel, as is reasonably possible. Where a passenger's travel request cannot be accommodated at their preferred time, the Operator must inform the passenger accordingly and suggest alternative time periods for accommodating such request.

Travel bookings must be made at least twenty-four (24) hours in advance of their requested time of travel and scheduled on a first come first serve basis. The passengers should indicate what their preferred time of travel would be. The system will determine what is possible, which may be a slight deviation of the request based on what is the most effective way to move passengers. A proposed time must be conveyed to the passenger before the trip is confirmed.

Where travel bookings are made more than seven (7) Days prior to the date of requested time of travel, passengers must be advised to re-confirm the status of their travel request, (either via the App or Call Centre), at least twenty-four (24) hours in advance of their requested time of travel. If the passenger does not re-confirm his/her travel arrangements with the Operator as aforesaid, such travel request may, subject to any late booking allowance that may be accommodated depending on seat availability, be removed from the schedule.

Passengers will be issued with a pin or other appropriate identifier as confirmation of their booking. This may be done either via the App or, if the booking was made through the Call Centre, via SMS. The Operator must request the pin or appropriate identifier from the passenger to ensure that the correct passenger is picked up.

TENDER NO:

The design and wording of the trip confirmation document or ticket shall be as agreed with the City from time to time but shall contain, at a minimum the following information:

- Reference to the conditions of carriage;
- Date of issue and validity period;
- Fare, payment details and route description and
- Passenger details.

13.5.6. Reporting Requirements

The Operator shall be required to collate and submit all information required by the City as stated in the sections below, as it relates to its own operations as well as that of the Subcontracted Operators. Such information and reports may be generated through the use of the Data Management Platform but must be overseen by the Operator.

a. Trip Information

The Operator must provide the City with details of trip information on a weekly basis (including that for Subcontractors). Such information must be presented in digital format with hard copies to be submitted together with the Operator's Invoice on a monthly basis. The information must contain a daily Vehicle fleet status report showing the status of each Vehicle (in such format as notified to the Operator by the City) from time to time, and at least the additional following information:

- Driver's Waybill in the format set out in **Annexe H** hereto;
- No Shows and Cancellation Report in the format set out in **Annexe I** hereto;
- Daily Passenger Trips and Vehicle Operating Statistics in the format set out in **Annexe J** hereto.

The Operator shall provide the City, on a monthly basis, with the following information:

- Employment opportunities created by contract per month.
- Breakdown of staff in terms of males, females, youth (age 15 -34 years old), persons with disabilities.
- Total number of days worked per staff category.

Total wages/salaries paid in respect of labour.

The number of travelled kilometres and the times of departure from the depot/intermediate points shall be substantiated by a copy of the daily trip data prepared by the Operator and as may be generated by the Data Management Platform.

The Operator shall summarise the information that has been submitted on a daily basis to the City, in a written monthly report. This report, duly signed by the Operator, together with the completed electronic-based daily trip data, shall be submitted to the City not later than five (5) Business Days after the end of each month. This report will also constitute the passenger and distance travelled claim, for purposes of verifying the Operator's monthly claim form.

b. Incident reports

The Operator must report all incidents to the City where:

- passengers behave in a disrespectful and abusive manner towards the Operator's staff and/or other passengers;
- passengers refuse to be restrained or refuse to comply with a Driver's reasonable request concerning the proper use of the relevant restraint systems in the Vehicles, or any other reasonable request;

- Vehicles are involved in accidents or traffic incidents.

The aforementioned incidents must be reported to the City as soon as possible, but in any event, within forty eight (48) hours of their occurrence. The City shall be entitled to request a detailed written report regarding any particular incident, if it deems necessary.

c. Project Management Meetings

Project management meetings to address matters arising from the Contract or in connection with Services generally shall be convened between Authorised Representatives of the Parties on a monthly basis or at such other intervals as the City may reasonably prescribe from time to time. The City shall notify the Operator of the proposed date and time and also set the agenda for such meetings.

Project management meetings shall be held at such location as the City may reasonably determine appropriate from time to time and may include meetings conducted via electronic tele-conferencing should circumstances so require.

Meetings of the Penalty Committee shall be held independent of the project meetings. Penalty Committee meetings shall be held monthly to assess and adjudicate penalties issued.

d. Service Monitoring

An independent supervising and monitoring firm, appointed by the City, will monitor the services provided by the Operator and certify the Operator's monthly payment claims. Further details of the different types of monitoring that may be undertaken by or on behalf of the City, is set out more fully in **Annexe E**.

13.5.7. Passenger complaints and perceptions

For purposes of gauging passenger perception of the services and for initiating service improvements, any complaints or adverse comments from passengers must be reported.

The City may, through its Transport Information Centre (TIC) (toll free number) receive complaints pertaining to the Service, directly from members of the public, from time to time. In this event, the City shall immediately direct such complaints to the Operator. The Operator must use its best endeavours to investigate and respond to all complaints within forty eight (48) hours. Where such complaints cannot reasonably be addressed by the Operator within the aforesaid forty eight (48) hours, it must notify the City, within that time period, of its failure to deal with such complaints timeously and substantiate its reasons therefor. The City, acting reasonably, shall have regard to the circumstances and the reasons provided by the Operator on a case by case basis, for purposes of determining whether or not any penalties are to be imposed as contemplated in the Contract. The Operator must respond directly to the TIC regarding the particular complaint and the TIC shall communicate to the complainant directly.

For purposes of gauging passenger perception of the Services, and for initiating any service improvements, the Operator shall report to the TIC promptly and in writing, any complaints or adverse comments received by it directly from passengers via the App or Call Centre. Such report must include the date and time that the complaint had been received, the actions taken by the Operator to address specific complaints and the response given to the passenger.

When complaints are logged and have been settled, they must be communicated as such to the passenger.

Passengers will be prompted by the App to rate the service and driver's performance through a 5-star rating system after their trip was completed. If the average score per driver at the end of a calendar month is 3-star or less, penalties will be issued to the Operator, as per the penalty schedule.

13.6. SUMMARY OF RESPONSIBILITIES

The purpose of this section is to briefly summarise the responsibilities of the different parties. Items listed are considered to be key responsibilities, and it is the responsibility of the tenderer to ensure that all requirements contained within the Specifications are adequately accommodated.

13.6.1. City Responsibilities

The City is responsible for:

- Procuring, managing and maintaining the Data Management Platform.
- Updating and verifying the user database.
- Payment of the monthly invoices presented by the Primary Operator for the operations of the base fleet and subcontracted fleet.
- Supervision and Monitoring of the contract.

13.6.2. Primary Operator Responsibilities

In addition to setting up and operating the call centre, performing the scheduling functions, reporting complaints, and reporting etc. the Primary Operator is responsible for the following:

a. In respect to the Base Fleet:

- Procure vehicles and equipment (including GPS tracking equipment and new livery) that meet the minimum vehicle performance specifications
- Procure an appropriate depot for the vehicles
- Ensure all vehicles and equipment is maintained according to manufacturer specifications
- Ensure all drivers have attended all appropriate training and have appropriate qualifications
- Employ drivers and ensure they perform all duties in accordance with the specifications
- Ensure all appropriate licenses and insurances have been procured
- Operate the DaR passenger services as specified in the specifications
- Allow for the City to inspect vehicles from time to time
- Procure and ensure that a smart phone is always activated for operational purposes.
- Any penalties or infringements imposed as per penalty schedule.

b. In respect to the Subcontracted Operators:

- Manage the brokering of services with subcontractors to supplement the Base Fleet, amongst other things.
- Ensure that all drivers (including those for Subcontracted services) undergo training, and ongoing refresher training to improve the drivers' proficiency. Initial training of new drivers due to attrition will be at the cost of the Operator.
- Transfer of any penalties or infringements to Subcontracted Operators.

13.6.3. Subcontracted Operators Responsibilities

- Provide vehicles and equipment (including GPS tracking equipment such as smart phones and new livery) that meet the minimum vehicle performance specifications
- Ensure all vehicles and equipment is maintained according to manufacturer specifications
- Ensure all drivers have attended all appropriate training and have appropriate qualifications
- Employ drivers and ensure they perform all duties in accordance with the specifications
- Ensure all appropriate licenses and insurances have been procured
- Operate the DaR passenger services as specified in the specifications
- Allow for the City to inspect vehicles from time to time
- Provide and ensure that a smart phone (which allows for tracking of driver and vehicle) is always activated
-

13.7. EMPLOYMENT OF SECURITY PERSONNEL

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

13.8. FORMS FOR CONTRACT ADMINISTRATION

In terms of the Conditions of Contract, the Operator shall complete, sign and submit each of the

following monthly statements together with their invoice, the following:

- a) Monthly Project Labour Report (**Annexure L**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annexure M**).
- c) Joint Venture Expenditure Report (**Annexure N**).

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

The Monthly Project Labour Reports (**attached as Annexure L**) must include details of all labour (including that of subcontractors) that are SA citizens earning less than R450.00 per day, as adjusted from time to time (excluding any benefits), who are employed on temporary or contract basis on the contract in the month in question.

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

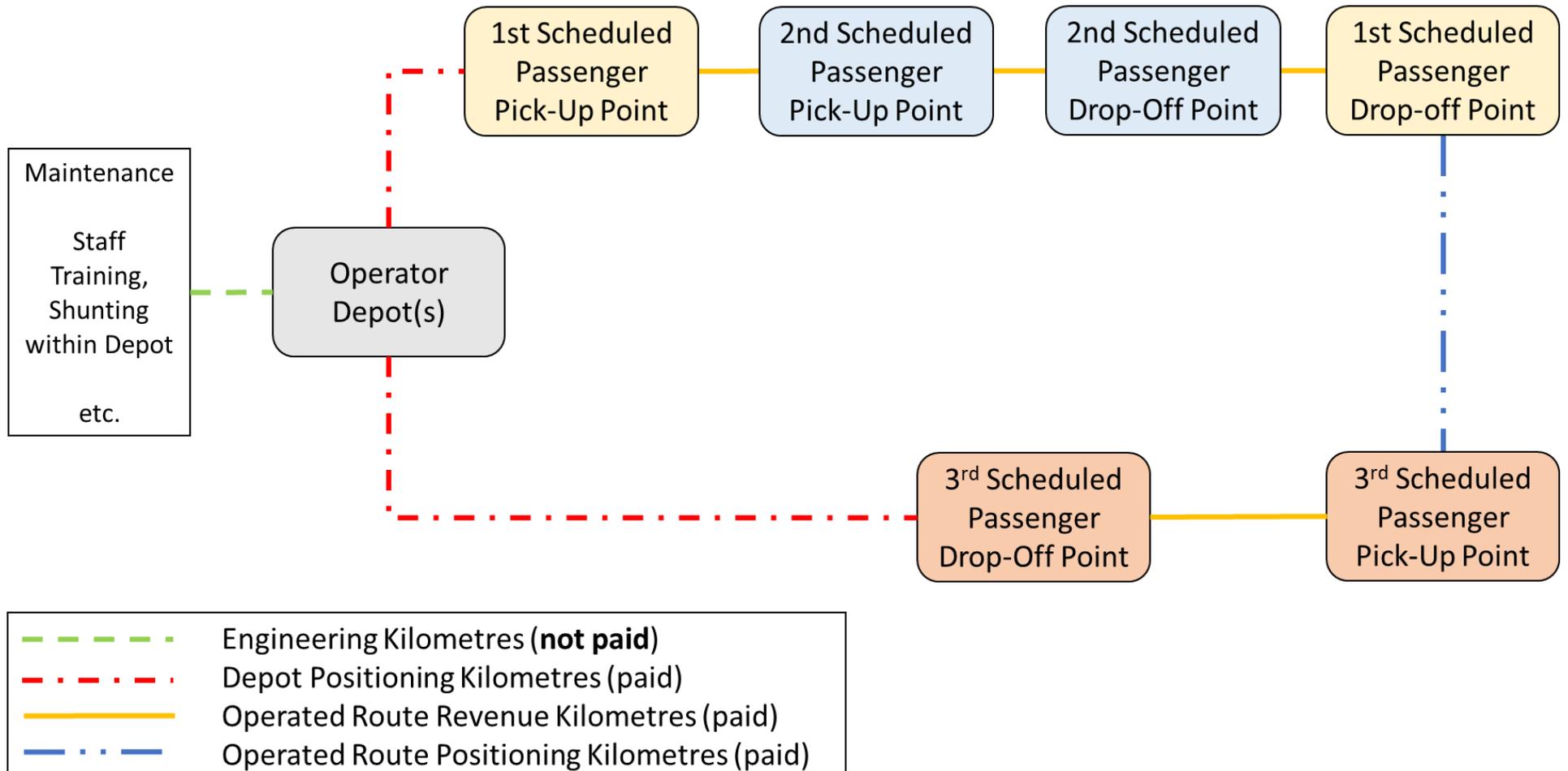
The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The B-BBEE Sub-Contract Expenditure Report (**attached as Annexure M**) is required for monitoring the Operator's compliance with the sub-contracting conditions of the Preference Schedule.

The Joint Venture Expenditure Report (**attached as Annexure N**) is required for monitoring the joint ventures / consortium / partnership compliance with the percentage contributions of the partners as tendered, where the joint venture / consortium / partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

ANNEXURES

ANNEXURE A: GRAPHICAL ILLUSTRATION OF DIFFERENT KILOMETRE TYPES



ANNEXURE B: SERVICE CHARTER

The following sections set out the rights and responsibilities of the passenger, DaR Operator and City, and the complaints procedure in the context of the contract. Notwithstanding the provisions contained within the Service Charter, the DaR Operator must comply with the conditions and specifications set out in the main body of the contract.

Passenger Rights and Responsibilities

The DaR passenger has the right to:

- A safe DaR service;
- A reliable service between a pre-booked origin-destination pair;
- Be secure while travelling on the DaR service;
- Travel on a vehicle that is not overloaded or overcrowded;
- Clean and comfortable DaR service;
- Professional and courteous treatment from the drivers and staff of the DaR Operator;
- Music on the vehicle being turned off or down when requested;
- Adequate (sufficient to make an informed decision) and accurate information on the DaR service;
- Travel on the DaR service without experiencing any form of sexual harassment or discrimination;
- Access a call centre for bookings
- A service that provides value for money;
- Join or lobby interest groups to protect and promote his/her interests as a passenger;
- Complain and receive feedback if experiences of the service are not satisfactory;

As a DaR passenger you have the responsibility to:

- Use the passenger and wheelchair, if applicable, restraint systems;
- Pay the valid fare for the trip and show a ticket for inspection when required;
- Not ask the driver to exceed the number of passengers permitted to be carried in the vehicle or board a vehicle which is obviously overloaded;
- Not ask the driver to stop illegally in order to disembark from the vehicle;
- Follow all safety regulations;
- Not vandalise or litter at pick-up/drop-off points or in vehicles;
- Not put his/her feet on seats;
- Not smoke or drink alcohol in a vehicle or at a DaR facility, except in designated areas;
- Keep belongings in own possession at all times;
- Not let luggage impede the movement of other passengers;
- Not bring live animals onto DaR vehicles, unless it is a guide/hearing dog without prior consent of the City;
- Report vandalism and abuse of vehicles and facilities

DaR Operator Rights and Responsibilities

The DaR Operator has the responsibility to:

- Conduct its business with due care for the safety and security of the public;
- Conduct its business with due care for the environment;
- Ensure that the working conditions of all employees are in line with labour legislation;
- Ensure that its employees receive the necessary training in customer care and the requirements of special needs passengers;
- Ensure that its drivers are medically fit to drive public passengers at all
- Ensure that its drivers are provided with regular refresher training in driving skills to ensure that they are up to date with changes in legislation and to eliminate bad driving habits that develop over time;
- Provide accessible and understandable information about services and fares;
- Provide clean and comfortable vehicles;
- Operate with friendly and helpful drivers and staff;
- Listen carefully to passenger complaints, identify problem areas and, if appropriate, take action to remedy the situation;
- Display this DaR charter in all DaR vehicles in a position clearly visible to passengers;
- Display on each vehicle where complaints should be directed;

- Provide DaR vehicles that do not pollute the air with fumes and unnecessary noise;
- Ensure that vehicles are driven by persons in possession of a valid PrDP, and ensure that they comply with the necessary legislation;
- Ensure that vehicles are always roadworthy and have a valid roadworthy certificate;
- Ensure that vehicles are kept in good working order and, in the case of a breakdown, arrange for alternative transport for passengers;
- Not allow drivers to harass, intimidate or molest passengers, and act against drivers who do so;
- Ensure that employees do not participate in any violent actions or actions that could lead to violence in the DaR context;
- Ensure that employees do not carry any unlicensed firearms or allow the display of a weapon in vehicles
- Do everything in its power to ensure the security of passengers on vehicles;
- Ensure that drivers do not collect fares from passengers in the roadway or in any dangerous situation.
- Provide drivers with employment support and assistance programs
- Provide mechanisms to record complaints
- Follow a City-approved complaints resolution procedure

The DaR Operator has the right to:

- Be paid the fare in full by all passengers.
- Report inadequate facilities and infrastructure to the appropriate authorities

Driver Rights and Responsibilities

As a DaR driver you have the responsibility to:

- Ensure that you do not operate a vehicle if you know or believe it is unsafe or unfit to be operated;
- Ensure that you do not operate a vehicle if you are unfit to operate it safely;
- Know and obey traffic laws ;
- Ensure that you do not use foul language or engage in any disorderly conduct in public;
- Be clean, sober and in uniform;
- Not smoke or drink alcohol when you are driving a vehicle or dealing with passengers;
- Be courteous and helpful to passengers;
- Assist passengers where reasonable;
- Not charge passengers unauthorised fares and sell the appropriate ticket for the journey;
- Not refuse a fare (other than for the reasons outlined in “rights” below);
- Not collect fares from passengers in the roadway or in any dangerous situation;
- Not harass, intimidate or molest passengers;
- Ensure that you do not participate in any violent actions or actions that could lead to violence in the DaR context;
- Ensure that you do not carry any unlicensed firearms or allow the display of a weapon in the vehicle.
- Refuse to take passengers if they are violent, noisy, misbehaving, ;
- Refuse to take passengers if they cannot or will not pay the fare;

As a DaR driver you have the right to:

- Working conditions that comply with labour and related legislation, including working hours and sufficient rest time, the right to organize, etc.
- Safe and secure working conditions;
- Working conditions free of any type of discrimination;
- Refuse to take passengers with an unreasonable amount of luggage (unless the passenger pays for the additional seat space taken up by the luggage and has made this part of their travel request);
- Refuse to take luggage which could be dangerous or offensive;;
- Refuse to drive a vehicle that is not safe.
- Report abusive passengers to the necessary authorities

City Rights and Responsibilities

The City has the responsibility to:

- Establish a local mechanism for passenger consultation and feedback on service levels;
- Ensure the development and effective implementation, monitoring and revision of the Service Charter;

The City has the right to:

- Investigate complaints if it has been deemed to be inadequately dealt with by the DaR Operator;
- Terminate the contract within the provisions of the contract;
- Expect the DaR Operator to comply with the provisions of the Service Charter

Complaint procedure

A procedure is in place for people who wish to make a complaint. If the matter is serious, or concerns criminal activity, you should also contact the South African Police Services, otherwise, it is recommended that you first make your complaint directly to the DaR Operator who will investigate it.

If you are not satisfied with the result of the DaR Operators' internal investigation, you may make your complaint to the Metropolitan Transport Information (MTI) call centre (0800 65 64 63).

Note: This "Service Charter" must be finalised between the DaR Operator and City prior to its implementation.

This service charter may be adjusted by the CCT from time to time and such adjustments must be communicated with the DaR Operator timeously.

ANNEXURE C: VEHICLES AND EQUIPMENT SPECIFICATIONS SCHEDULE

The Primary Operator shall provide and maintain for the duration of the contract a Base Fleet of 10 Type A vehicles as described in **Table 2**.

To match the level of assistance required for the different user categories (as defined in **Section 13.5.2**), and perform different types of trips, the Primary Operator may be required to Sub-contract services.

Table 2 summarises the estimated number of vehicles and kilometres required, per vehicle type. However, the final number of vehicles and kilometres per vehicle type will be confirmed when this tender is awarded.

Table 2: Type and number of DaR vehicles to be required by the Operator and Subcontracted Operators

Operator	Description	Estimated vehicle requirement	Est. no. of operated route revenue and positioning kilometres per month
Operator (Base Fleet)	Vehicle Type A	10	85 000
Subcontracted Operators	Vehicle Type A	2	10 000
	Vehicle Type B	2	8 000
	Vehicle Type C	4	4 000
	Vehicle Type D	4	4 000

The vehicle types recommended allow for different configurations of wheelchair and ambulatory seats. The vehicle type, minimum number of wheelchair and passenger seats available is indicated in **Table 3**. Subcontracted Operators may use any adapted vehicle configuration that meets the City's requirements for Type A and B vehicles.

Table 3: Proposed vehicle types and seating configuration

Vehicle Type	Possible Configuration
Type A	Minimum: 5 Wheelchair spaces and 4 passenger seats
	Minimum: 4 Wheelchair spaces and 6 passenger seats
	Minimum: 3 Wheelchair spaces and 8 passenger seats
	Minimum: 2 Wheelchair spaces and 10 passenger seats
Type B	Minimum: 2 Wheelchair spaces and 1 passenger seat
	Minimum: 1 Wheelchair spaces and 1 or 2 passenger seats
Type C	No wheelchair spaces, maximum of 3 passenger seats, vehicles with tare weight of 3,500 kilograms or less; and minibuses, buses and goods vehicles with gross vehicle mass (GVM) of 3,500 kg or less.
Type D	No wheelchair spaces, 3 or more passenger seats, space for fold up wheelchair in boot of car, vehicles with tare weight of 3,500 kilograms or less; and minibuses, buses and goods vehicles with gross vehicle mass (GVM) of 3,500 kg or less.

The total fleet will be made up of a variety of vehicle types which vary according to size, number of wheelchair spaces and adaptation required.

The internal arrangement of the Vehicles shall be proposed by the Operator and agreed with the City prior to commencement of the conversion. Practice trials will be required to determine the best arrangement and the Operator is strongly advised to finalise the arrangement for one vehicle before confirming the order for subsequent vehicles and equipment.

All vehicles must conform to the requirements and regulations of the National Road Traffic Act, 1996 (Act 93 of 1996), NRCS Act (act 5 of 2008) or other applicable legislation and SAN Standards.

The following sections expand on the detail vehicle requirements.

1. Type A and B Vehicles

All Type A Vehicles in the Base Fleet must be newly purchased i.e. must not have an odometer reading of more than 200km at the time of delivery of the vehicles.

Subcontracted Vehicles of Type A and / or B: must not be older than three-years and must not have an odometer reading of more than 200 000km.

Type A and B vehicles shall be passenger carriers, equipped with specialist equipment to serve both ambulatory and/or passengers using wheelchairs as demand requires, to convey them comfortably, safely and economically and be provided with communication facilities and electronic fleet monitoring equipment to record statistical data for planning and payment purposes.

Adapted vehicles (Type A and B) will require the following adaptations:

- Hydraulic lift (inside the vehicle must allow for sufficient height clearance) for Type A vehicles and a folding ramp for Type B vehicles.
- Slip resistant floor preparation
- Seat belts and straps per wheelchair space
- Lowering floor of vehicle (if required)
- Relocate spare wheel (if required).
- Passenger to driver communication device

Type A and B Vehicles shall be provided with all standard accessories such as, but not limited to:

- Tool kit
- Spare wheel
- First Aid kit
- Fire extinguishers (1 kg BCF)
- Reversing beeper

If vehicles are converted, the conversion will be undertaken by a company that is a recognised member of the South African Vehicle and Body Builders Association. The conversion shall comply with any guidelines set by the base vehicle manufacturer and must not infringe upon any warranty conditions.

Sufficient ground clearance shall be maintained to allow the vehicle to pass over speed humps etc in the road when the vehicle is fully loaded.

Passengers shall not, generally, be permitted to sit on any seats next to the driver. The side door shall be fitted with a fold away step to assist ambulant passengers, if applicable. A storage locker shall also be provided in which to store wheelchair and passenger restraints when not in use. All vehicle floor-coverings shall be slip-resistant. All seats shall be fitted with seat belts. All cuts into the bodywork shall be treated to at least the standard of corrosion protection recommended by the manufacturer. There shall be no sharp or protruding edges that may cause injury.

1.1. Specialist Equipment to Restrain Passengers using Wheelchairs in Panel Vans

Specialist equipment is required to restrain passengers using wheelchairs. It comprises both a wheelchair restraint to secure the wheelchair and a separate passenger restraint to prevent injury to the wheelchair occupant, or other passengers, should the occupant be ejected from the wheelchair. All equipment shall be in accordance with the requirements of ISO 10542: Wheelchair Tie-down and Occupant Restraint Systems or SABS/SANS approved passenger restraint systems for passengers with disabilities. Under no circumstances shall a passenger using a wheelchair be carried facing sideways in a vehicle.

Equipment shall be provided to secure each wheelchair in the vehicle. It shall restrain the wheelchair against forward, rearward and sideways movement. The restraining equipment shall be suitable for use with both manual and electrically powered wheelchairs.

All passengers using wheelchairs shall be restrained by a passenger restraint system. The system shall be independent of the wheelchair restraint system. Ideally, the passenger restraints shall be suitable for all passengers irrespective of the amount of their upper body control. However, different types of systems may be appropriate to suit passengers with either good, or little, upper body control and, if necessary, the City will instruct the mixture required prior to the Operator ordering the systems.

The restraint systems shall be provided by, and installed to the requirements of, a reputable manufacturer/supplier.

The amount of space required for a wheelchair within the vehicle shall be determined by the Operator and the supplier of the restraint equipment, while adhering to the appropriate SANS specifications where applicable. It shall be sufficient to enable the selected restraint system to operate as designed. For guidance, the minimum length required to secure a wheelchair with a 4-point webbing wheelchair restraint plus passenger restraint is generally accepted to be 1 520 mm.

1.2. Passenger/Driver Communication Device in Panel Vans

A communication device must be fitted within reach of every passenger to allow each passenger to provide a signal to the Driver to stop the vehicle.

The device shall comply with the following requirements:

- be operable by hand;
- the surroundings of the communication device shall contrast with the device and with the surface on which the surround is mounted; and
- when operated, a communication device shall:
 - provide a signal to the Driver of the Vehicle to request that the Vehicle be stopped;
 - activate an audible signal in the passenger area.

1.3. Power-Operated Lifts

Type A Vehicles shall be equipped with a power-operated lift and Type B Vehicles with a folding ramp. The ramp/ lift shall not rattle, impede the Driver's vision in any way nor prevent access to an emergency exit. Each Vehicle shall carry portable ramps for use if the lift does not function.

Lifts shall comply with the requirements of SANS 10370:2002 (previously SABS 0370): "Road vehicles designed or adapted for use by or transporting persons with disabilities".

The lift mechanism shall be designed to prevent the platform falling to the ground in the event of the failure of any part.

The platform and mechanism shall have no sharp edges or corners to endanger passengers or operators, either in its stowed position, during deployment for use or during operations. The lift shall conform to, at least, the following:

- safe working load of not less than 300 kg
- minimum length of 1 300 mm and minimum width of 800 mm
- control systems within 2 m of the lifting platform
- auxiliary hand pump incorporated into power pack.

The lifts shall be regularly serviced in accordance with the manufacturer's recommendations and executed in accordance with the national Occupational Health and Safety Act.

Vehicles with power operated lifts shall be equipped with portable ramps of sufficient length, so that, when extended to their full length and the vehicle is standing on level ground, the gradient does not exceed 1:4 with the wheelchair pushed by the Driver as backup to the power operated platform.

2. Type C and D vehicles

Type C and D: must not be older than three-years and must not have an odometer reading of more than 200 000km.

Type C vehicles must be able to carry a maximum of 3 passengers and must be similar to that of a sedan or equivalent sized vehicle.

Type D vehicles must be able to carry a minimum of 3 passengers and must be similar to that of a SUV/Station Wagon/ or mini-van, mainly transporting ambulatory passengers. Type D vehicles are non-adapted for wheelchairs but could be used for transporting a category of passenger that makes use of a wheelchair but is able to get into a non-adapted vehicle and where the wheelchair can be folded up and placed in the boot or rear of the vehicle. Minimum functional specifications are provided in **Table 2**.

Non-adapted Type C and D vehicles shall be provided with all standard accessories such as, but not limited to:

- Tool kit
- Spare wheel
- First Aid kit
- Fire extinguishers (1 kg BCF)

3. Fleet Monitoring Equipment

It is required that all Drivers have an appropriate smart phone with sufficient data onboard which allows for the following functions: GPS tracking of the vehicle and trip length verification, acceptance of fares, Driver instructions and waybills etc. The smart phone must be able to support the City DaR App which is linked to the Data Management Platform.

The City will propose a mechanism where the Driver will be required to log into the App and link the vehicle (for example through scanning of a code etc.). The Driver may be prompted by the App to enter the odometer readings of each trip and or the start and end of the duty as a secondary kilometre verification measure.

The Base Fleet vehicles must be fitted with GPS tracking equipment, and the cost of the tracker must be included in the Vehicle related rate. Subcontracted vehicles do not require tracking equipment and will be tracked through the App.

4. Driver equipment and Communication System

While the City takes responsibility for marketing the service, the Operator must ensure that users are regularly communicated with. The Operator shall be responsible for all communications with the registered users of the Dial-a- Ride Service.

Every Driver will be required to operate the App on a suitable smart phone and have sufficient data during operating hours. The Driver will receive the Waybills as well as directions through the App on the smart phone. The Driver will also need to log when passengers have been collected and dropped off, log complaints, etc. on the App.

ANNEXURE D: INFORMATION ABOUT THE EXISTING CONTRACT

1. Receipt of bookings (by the operator)

1.1 Bookings

The current Operator accepts booking requests to use the service through a dedicated call centre. The call centre is open from 05:00 to 22:00 seven days a week and works on a first come, first serve basis.

The Call centre is staffed as follows:

Description	Quantity	Notes:
Call centre agents (full time)	7	Includes: capturing kms, fares, no-shows / cancellations
Call centre (part time)	4	2 Ad-hoc when students are not available
Call centre supervisor	1	

Repeat bookings are accepted on a monthly basis for up to a maximum of six months. Off-peak ad hoc passengers can book 7 days in advance by telephoning the Call Centre after 10:00. The Call centre received 1 134 calls in January 2022.

1.2 No-shows and cancellations

A booked trip must be cancelled at least four hours before the scheduled pick-up time. This must be done through the operator's Call Centre and not with the drivers. Failure to do so results in the booking being classified as a "no-show". In accordance with the "No-show Procedure", the user is suspended from using DaR on the third offence. The number of no-shows has drastically improved since 2012. There was an average of 98 no shows per month between February 2021 and January 2022, and on average 597 cancellations.

1.3 Scheduling of trips (by the operator)

Scheduling of all vehicles and the selection of appropriate routes is the responsibility of the Operator. It shall generally ensure the optimal use of the vehicles based upon the following conditions which are given in order of preference:

- collects and set down passengers on time;
- maximises the number of passengers carried per day;
- minimises the cost of the service to the City;
- minimises penalties payable to the Operator thereby maximising the quality of service (safety, time keeping, cleanliness, etc) provided to the passenger;
- prioritises the carriage of residents of the City of Cape Town above others;
- provides equity of service throughout the City of Cape Town;
- provides for Special Events in the Cape Town Metropolitan area

The scheduling is monitored by the CCT. Should the CCT consider that the Operator is not scheduling the vehicles effectively the CCT may instruct the Operator to improve the scheduling and impose penalties in such instances where the scheduling has been considered inefficient.

Specific requirements govern how requests for travel during the morning and every peak periods are currently scheduled:

- Priority will be given to persons wishing to use the service as transport to and from places of employment (other than those provided by the service agencies) and whose trips may be co-ordinated with the trips of other passengers so as to make the best use of the service to the most passengers.
- Trips to hospitals and clinics shall as far as possible be made after completion of the morning peak period and before the start of the evening peak period. The passenger shall inform the hospital / clinic in advance if they are travelling on the service and require to be ready to be collected at a fixed time.

a. Trip purpose and destinations

The DaR service provides a transport service for various trip purposes within the boundaries of the City of Cape Town. It is available seven days a week between the hours of 05:00 – 22:00.

The trip purpose of current, regular users is shown in **Figure 1**. It indicates that more than 70% of the passengers use DaR to travel to and from work.

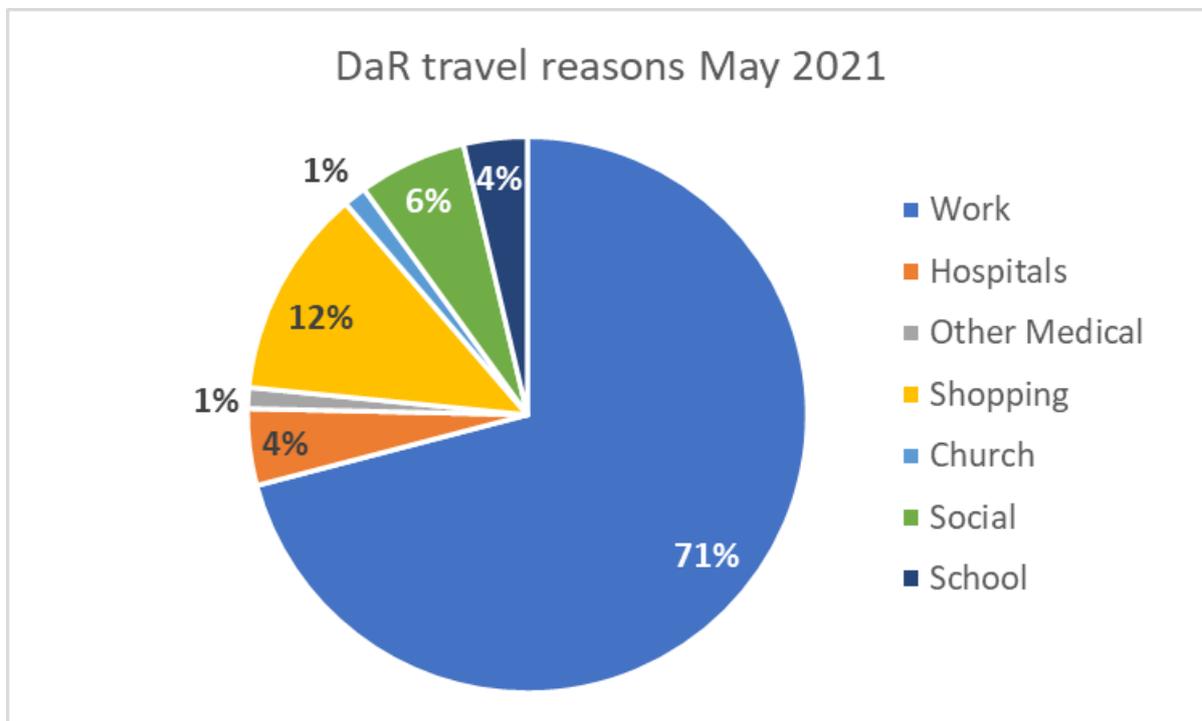


Figure 1: DaR travel reasons - May 2021

Table 1 indicates the distribution of trip pick up and drop off locations for February 2021. The table summarises the top 75% of all trips in that month.

Table 1: Pick-up and drop off information for Feb 2021

No	Location	Number of pick-ups	Number of drop-offs	Total passengers	Percentage of total passengers
1	Khayelitsha	365	341	706	8.66%
2	Cape Town CBD	297	285	582	7.14%
3	Salt River	238	245	483	5.93%
4	Triangle Farm	102	160	262	3.21%
5	Parow	117	111	228	2.80%
6	Gugulethu	123	99	222	2.72%
7	Crossroads	106	105	211	2.59%
8	Eersterivier	102	101	203	2.49%
9	Lentegeur	103	97	200	2.45%
10	Bonteheuwel	101	92	193	2.37%
11	Bellville South	111	79	190	2.33%
12	Belrail	85	80	165	2.02%
13	Eureka	84	78	162	1.99%
14	Lotus River	80	78	158	1.94%
15	Mitchell's Plain	77	81	158	1.94%
16	Bellville	79	78	157	1.93%
17	Delft	63	66	129	1.58%

No	Location	Number of pick-ups	Number of drop-offs	Total passengers	Percentage of total passengers
18	Century City	57	62	119	1.46%
19	Bridgetown	58	59	117	1.44%
20	Manenberg	57	57	114	1.40%
21	Woodstock	51	45	96	1.18%
22	Goodwood CBD	43	52	95	1.17%
23	Kensington	46	45	91	1.12%
24	Bishop Lavis	43	48	91	1.12%
25	Heideveld	47	43	90	1.10%
26	Philippi	43	45	88	1.08%
27	Rondebosch	46	42	88	1.08%
28	Somerset West	44	42	86	1.06%
29	Mitchells Plain	44	42	86	1.06%
30	Steenberg	42	38	80	0.98%
31	Foreshore	21	58	79	0.97%
32	Atlantis	41	38	79	0.97%
33	Cape Town	37	38	75	0.92%
34	Langa	32	34	66	0.81%
35	Hanover Park	39	24	63	0.77%
36	Kuils River	30	29	59	0.72%
37	Du Noon	27	30	57	0.70%

2. Fare System

The fare structure is currently based on distance bands with fare levels as shown in **Table 2** set by the City.

Table 2: Fare structure & levels

CAT.	SERVICES RENDERED	2021/22 Tariffs VAT Exempt
	Dial-a-Ride- Public Transport Service Tariff: Level 1	
SB	Journeys under 5 km	R9.00
SB	Journeys of 5km or longer, but less than 10km	R12.00
SB	Journeys of 10km or longer, but less than 20km	R16.00
SB	Journeys of 20km or longer, but less than 30km	R18.00
SB	Journeys of 30km or longer, but less than 40km	R20.00
SB	Journeys of 40km or longer, but less than 50km	R22.00
SB	Journeys of 50km or longer, but less than 60km	R24.00
SB	Journeys of 60km or longer	R26.00

The distance travelled are straight line distances measured on a map by the CCT and the operator between the passenger's point of origin and destination.

a. Terms and conditions applicable to Dial-a-Ride tariff

The terms and conditions applicable to Contracted Road-Based Public Transport will apply to Dial-a-Ride services, read with the changes required by the context.

In order to achieve integrated ticketing, including free transfers between Dial-a-Ride services and other

Contracted Road-based Public Transport services, the ED: Transport may make the Contracted Road-based Public Transport tariff table applicable to Dial-a-Ride services, in place of the tariffs above, from a date as notified in the press.

The Fare Rules, issued in terms of the Contracted Road-based Public Transport Tariff Table, may set out rules as to who may use the Dial-a-Ride service, and which fares are applicable to such travel. It may further specify conditions or require processes to be followed for registration and use of the service.

Fare Level 1 of the Dial-a-Ride tariff is to be applied at the start of the relevant financial year, subject to Conditions 2 and 4(a).

At any time in the financial year the ED: Transport may activate Fare Level 2 of the Dial-a-Ride tariff.

3. Logging of complaints and response

Users log any complaints / compliments about the service with the CCT's Transport Information Centre (TIC) which forwards them onto the dedicated DaR team within the CCT to investigate. The outcome of the investigation is forwarded onto the user by the TIC.

Figure 2 indicates the common service-related complaints and queries received between October to December 2021. The blue, red and green bars reflect the complaints from October, November and December respectively. The purple bars indicate the total of the three months. Most of the complaints relate to the registration process and request for a carer.

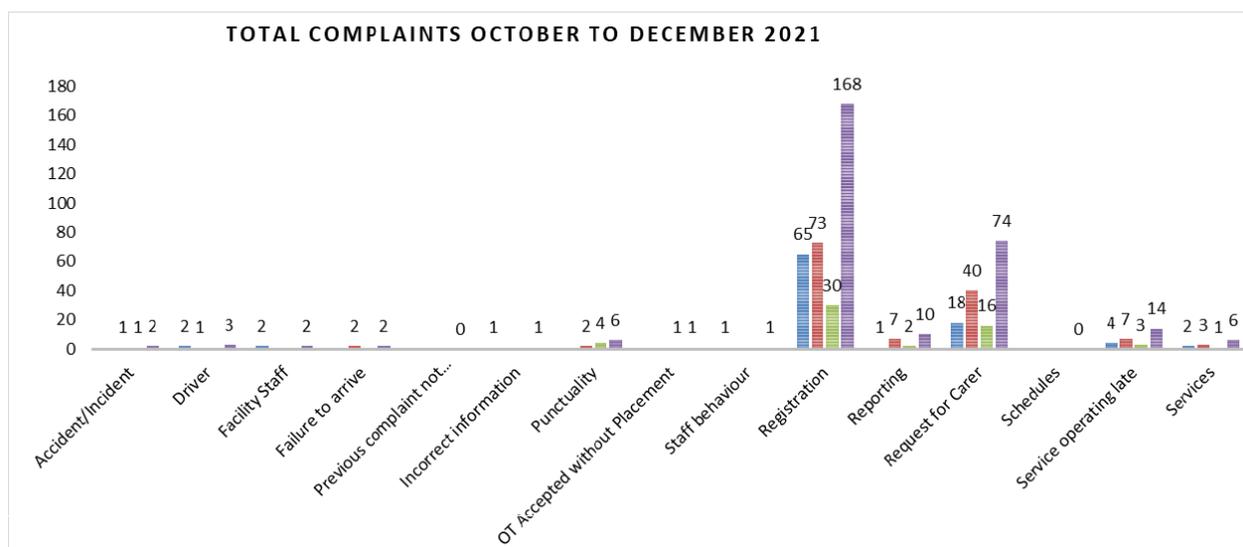


Figure 2: Common complaints received

a. Monitoring of performance (by the CCT)

The CCT has a monitoring company appointed to monitor the service. The company monitors the Operator's Call Centre, on-route activities and reviews the GPS vehicle tracking data. The operating statistics contained below are obtained from documentation put together by the monitoring company.

4. Operating Statistics

4.1 Monthly users

Figure 3 below shows the number of passenger trips and fare revenue since September 2019. The months from April to July 2020 are lower because of COVID-19 restrictions. The graph shows that there was a decreasing trend in monthly trips before COVID-19 restrictions, which was due to vehicle supply problems. The average passenger trips per month since September 2020 has been between 4 000 and 4 250 passenger trips. It must be noted that the services have been impacted by both COVID-19 and further reductions in fleet,

The no shows amount to an average of 1.8% of total passenger trips since August 2020 which is an

insignificant percentage, while cancellations are significant at a recent average of 15% since June 2021. This due to the inefficient seven-day lead time required for bookings.

The fare collected are in proportion to the number of passenger trips and amounts to an average of R65,577 per month over the last 6 months.

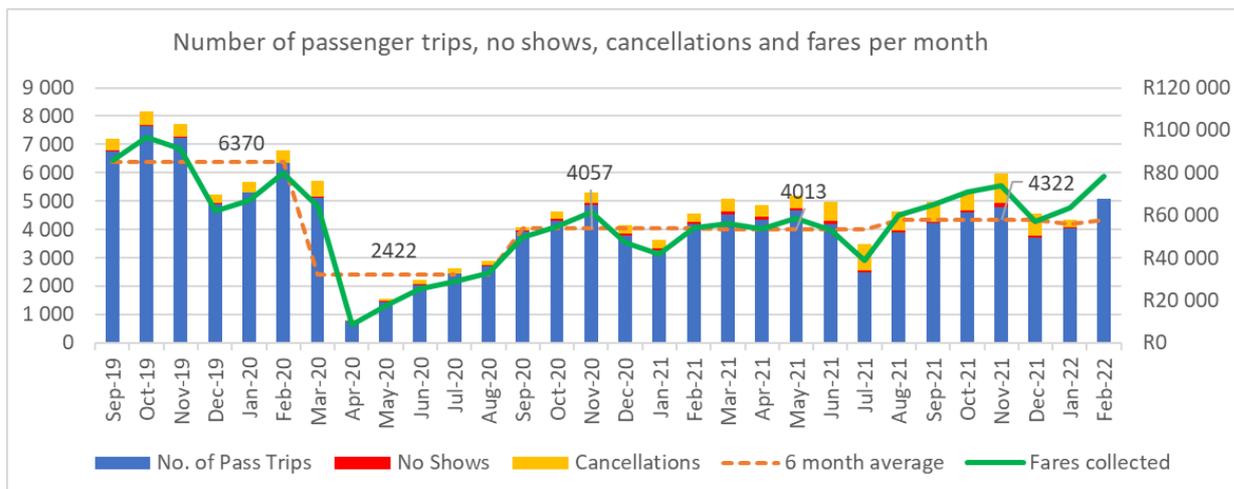


Figure 3: Number of passenger trips per month

Table 3 below summarises and averages the number of passenger trips, fare collected, no shows, cancellations and average fare collected per passenger over the last six months.

Table 3: Six-month summary of passenger related statistics

	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Average 6 mths
No. of Pass Trips	3 882	4 213	4 596	4 769	3 691	4 301	4 242
Fares Collected	R60 037	R 64 944	R 70 892	R 73 786	R 57 117	R 66 686	R 65 577
No Shows	71	65	77	179	108	51	92
Cancellations	687	676	622	1012	766	245	668
Ave. fare per pass. trip	R15.47	R15.42	R15.42	R15.47	R15.47	R15.50	R15.46

4.2 Daily users

Figure 4 to 6 below illustrates the passenger trips, no shows, cancellations, and fare revenue collected per day for September and November 2021 and January 2022 respectively.

The average number of Weekday, Saturday and Sunday passenger trips, no shows, cancellations, and fare collected per month are shown in Table 4.

Table 4 : Daily number of passenger trips, no shows, cancellations and fare collected

	Weekday			Saturday			Sunday		
	Sept 2021	Nov 2021	Jan 2022	Sept 2021	Nov 2021	Jan 2022	Sept 2021	Nov 2021	Jan 2022
Ave. pass. trips / day	169	192	167	84	98	82	63	78	76
Ave. rev. / day	R2 620	R2 987	R2 561	R1 302	R1 471	R1 487	R 926	R1 154	R1 092
Ave. rev. / trip / day	R15.46	R15.57	R15.32	R15.50	R15.05	R18.09	R14.76	R14.75	R 4.37
Ave.no of cancellations / day	29	39	8	10	24	6	8	20	8
Ave. no of no-shows/day	2	7	2	3	3	1	2	5	1
Approx. no of pass. trips / veh / day	13	16	12	9	9	11	7	9	6

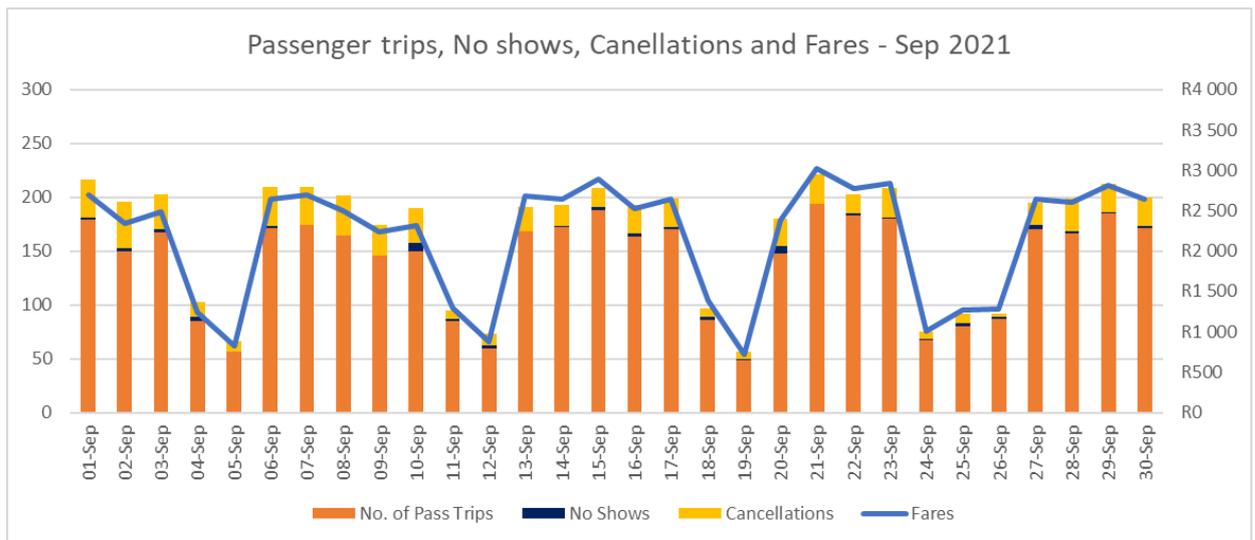


Figure 4: Daily passenger trips in September 2021

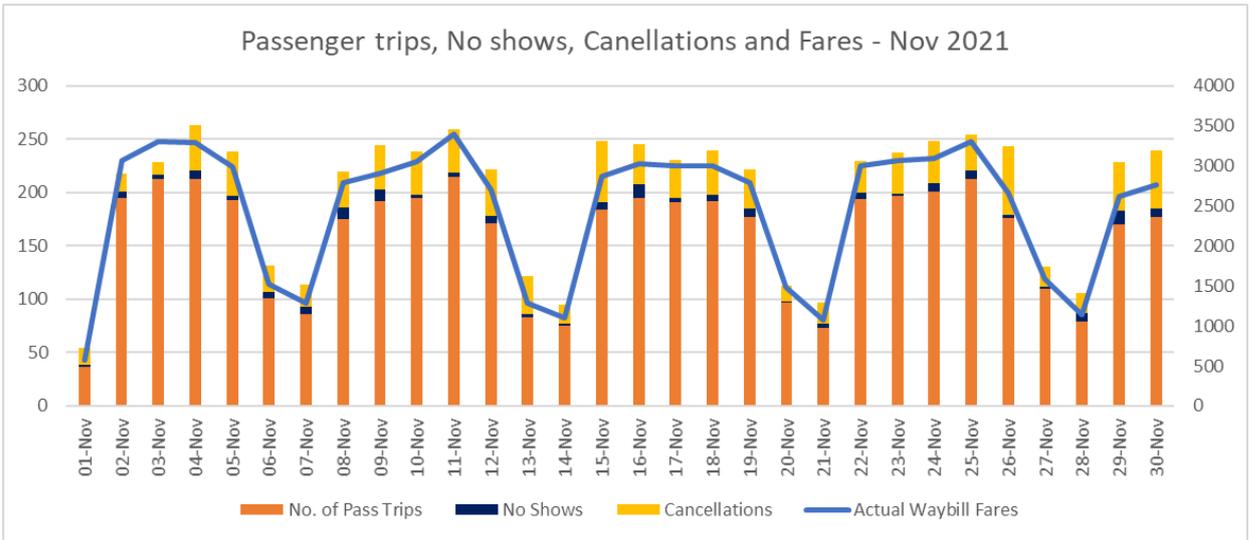


Figure 5: Daily passenger trips in November 2021

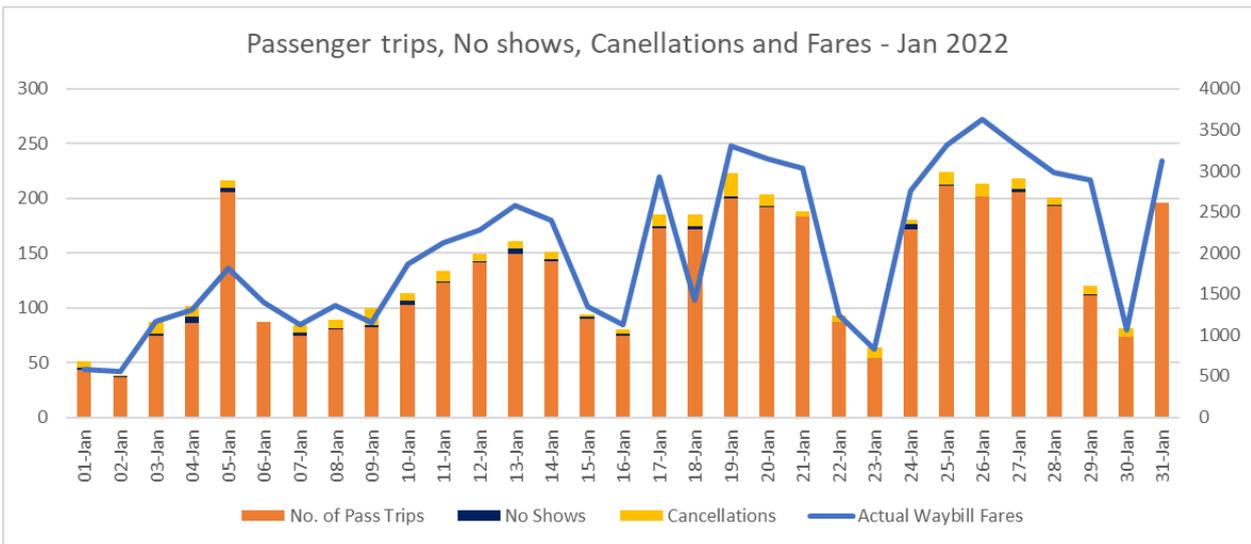


Figure 6: Daily passenger trips in January 2022

Most trips occur between in the AM and PM peak periods. **Table 5** shows a daily average number of passengers scheduled per peak period. The actual number of passenger trips are slightly less. On average for the whole day, a vehicle does five vehicle trips per day transporting an average of three passengers per vehicle trip. The average morning peak trip transports approximately five passengers, consisting of three wheelchair passengers and two seated passengers, with lower occupancies in the afternoon peak periods.

Table 5: Average number of passenger trips scheduled in Feb 2021

Peak period	Time	Ave. weekday no of pax	Ave. weekday no of pax/ vehicle	Ave. Sat no of pax	Ave. Sat no of pax / vehicle	Ave. Sun no of pax	Ave. Sun no of pax / vehicle
AM peak	05:00 - 9:00	83	7	28	3	17	2
Inter peak	09:00 - 3:00	7	2	31	4	23	3
PM peak	13:00 - 7:00	72	6	31	4	22	3
Post peak	17:00- 23:00	7	2	13	2	8	2
Ave. no of peak vehicles (AM and PM)		12		9		7	

The analysis also indicates that 12% of passenger trips exceed two hours – a challenge that was highlighted in the stakeholder engagements process. These excessively long travel times are due in part to the nature of the service, where the first passenger may wait in the vehicle for long periods if they are the last to reach their destination. This factor is therefore related to the vehicle size, and number of passengers per trip.

c. Monthly Distances Travelled

The operator is reimbursed for kilometres except for engineering kilometres. An explanation of the different kilometre types is provided below:

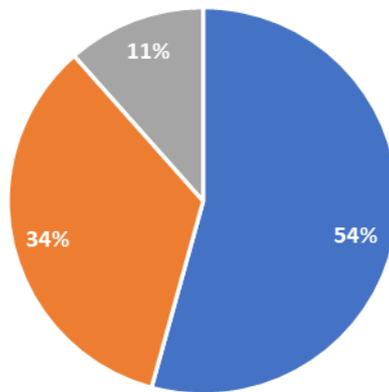
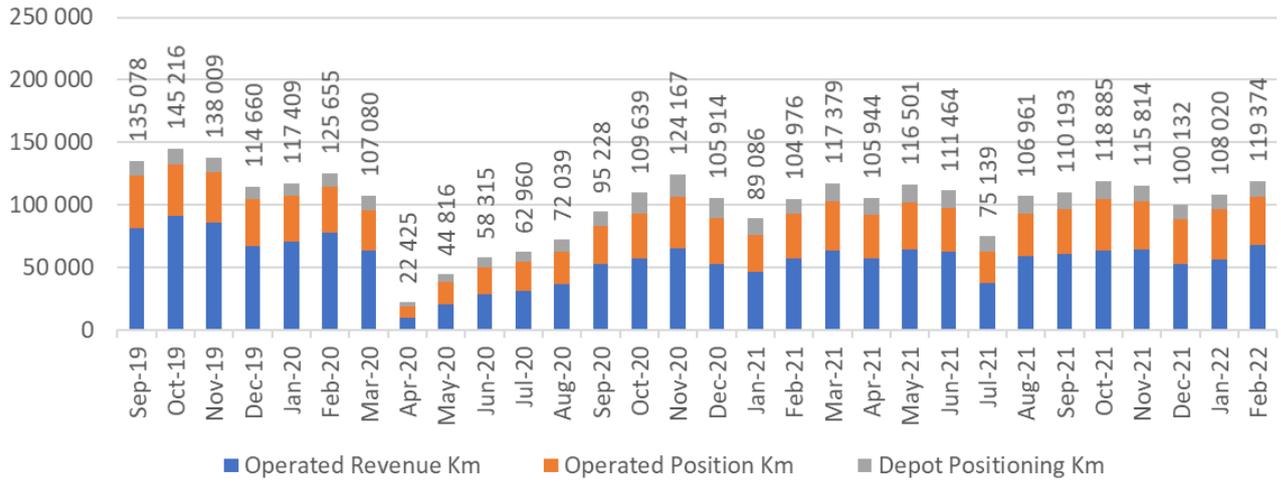
- **Engineering Kilometres:** all kilometres travelled by a vehicle for the purpose of staff training, maintenance, shunting within the depot, licensing, non-business-related kilometres and /or kilometres designated by the City as such.
- **Depot Positioning Kilometres:** all kilometres travelled to the first pick-up point from the depot and from the last drop-off to the depot.
- **Operated Route Revenue Kilometres:** means the kilometres from a Pick-Up Point of a Scheduled Passenger to a scheduled Drop-Off Point when there are passengers onboard the Vehicle;
- **Operated Route Positioning Kilometres:** means the kilometres from a Drop-Off Point of a Scheduled Passenger to the next scheduled Pick-Up Point when there are no passengers onboard the Vehicle;

Figure 7 below shows the fleet distance travelled per month. The fleet travelled an average of 112 173 kilometres per month over the last six months, with 60 869 of those as operated revenue kilometres, as summarised in **Table 6**. Of the kilometres that the Operator is reimbursed for, only about half (54%) are for the transport of passengers, indicating that costs could be saved if the scheduling is improved, or the depot better located.

Table 6: Six-month summary of paid and unpaid kilometres

	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Average - 6 months
Operated Revenue Km	61 175	63 593	64 479	52 373	56 058	67 537	60 869
Operated Position Km	35 852	40 773	38 736	36 103	40 265	38 742	38 412
Depot Positioning Km	13 166	14 519	12 599	11 656	12 319	13 095	12 892
Total monthly km	110 193	118 885	115 814	100 132	108 642	119 374	112 173

Fleet distance travelled per month



■ Operated Revenue Km ■ Operated Position Km ■ Depot Positioning Km

Figure 7: Fleet distance travelled per month

d. Daily distances travelled

The figures below indicate the total number of kilometres travelled for months Sep 2021, Nov 2021, Jan 2022 and Feb 2022.

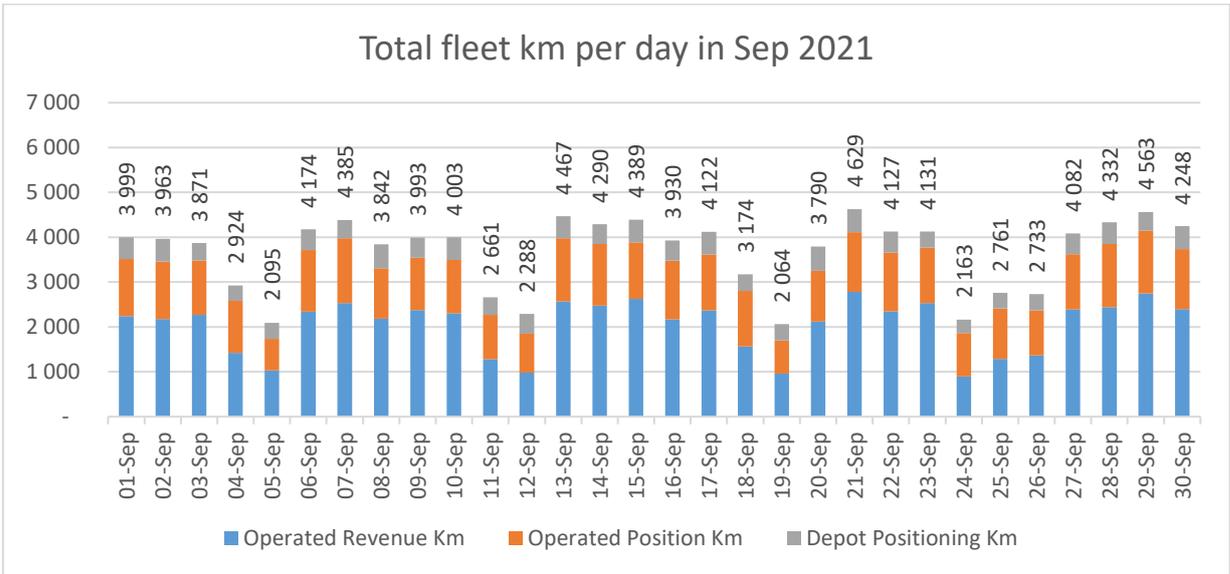


Figure 8: Daily fleet kms per day in September 2021

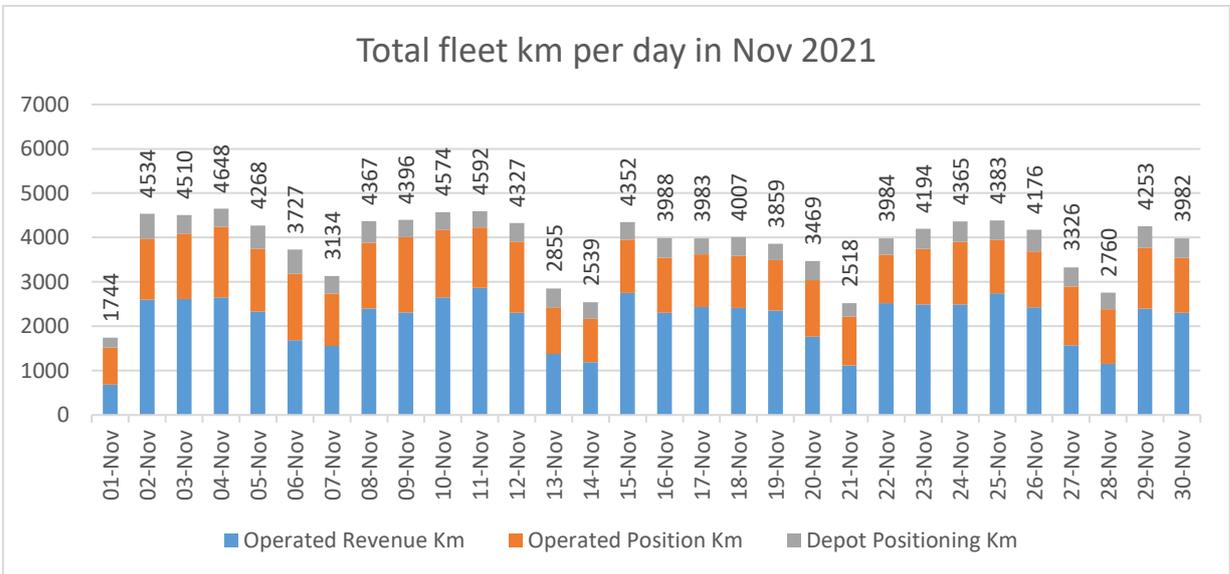


Figure 9: Daily fleet km per day in November 2021

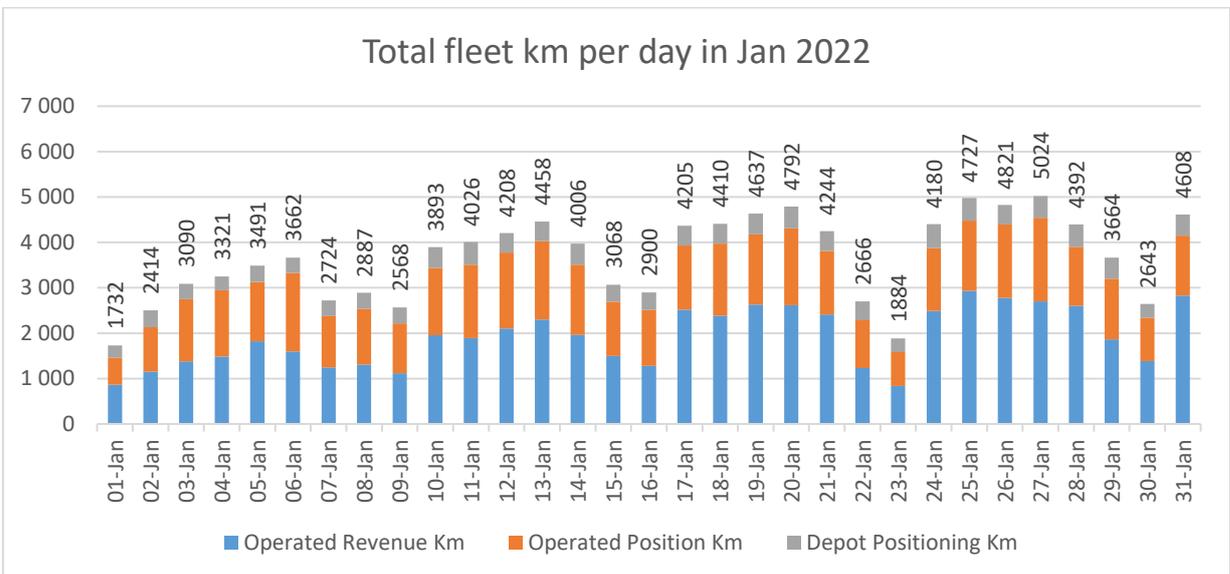


Figure 10: Daily fleet km per day in January 2022

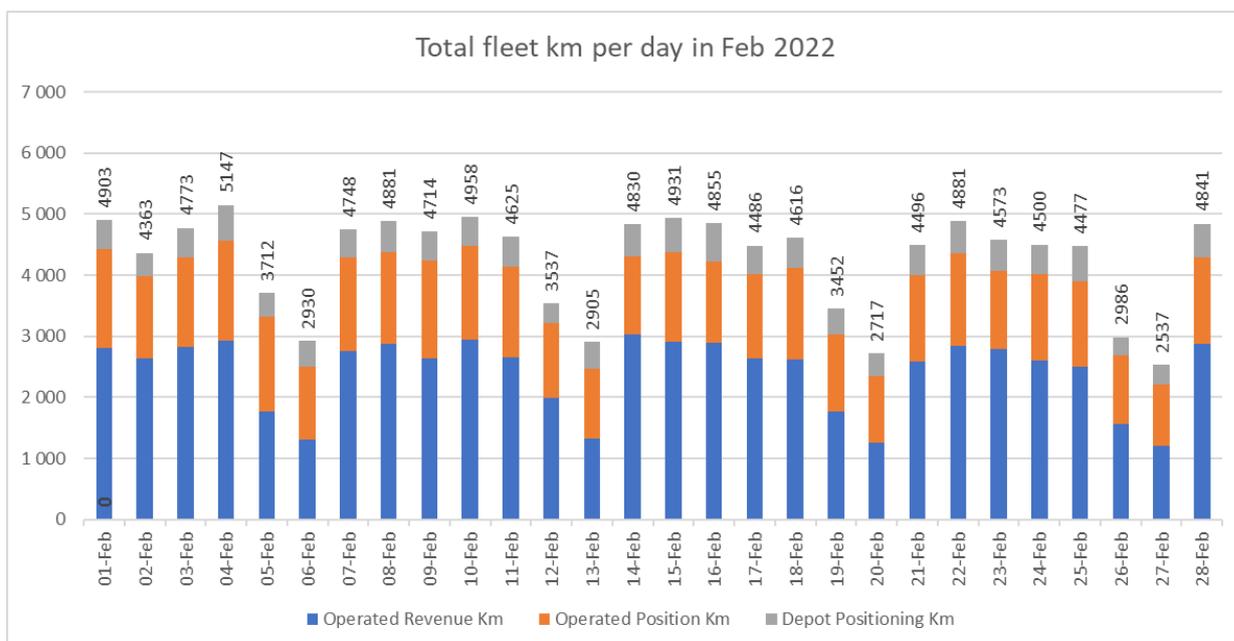


Figure 11: Daily fleet km per day in February 2022

The average number of Weekday, Saturday and Sunday fleet kilometres per month are shown in **Table 7** below.

Table 7: Daily fleet kilometres per average Weekday, Saturday and Sunday

	Weekday			Saturday			Sunday		
	Sep 2021	Nov 2021	Feb 2022	Sep 2021	Nov 2021	Feb 2022	Sept 2021	Nov 2021	Feb20 22
Average Operated revenue km	2 400	2 494	2 768	1 388	1 600	1 770	1 084	1 256	1 156
Average Operated position km	1 288	1 346	1 457	1 130	1 286	1 294	830	1 123	1 001
Average Depot positioning km	471	434	505	362	459	358	382	360	342
Average total km	4 159	4 158	4 730	2 880	3 344	3 422	2 295	2 738	2 482
Average daily passenger trip length (km)	25	25	25	33	34	26	37	37	27

e. Daily peak vehicle utilisation

The current operator is charged based on the total number of vehicles made available in a month. The total number of buses paid for in a month is indicated by the grey line in **Figures 12 to 14**. The total fleet consists of peak and spare buses. Due to the change in contract, there are different categories of buses called fleet and replacement buses. The total number of buses utilised is also shown per day in the above mentioned figures. The average peak vehicle fleet per Weekday, Saturday and Sunday for the months of September 2021, November 2021 and February 2022, is shown in **Table 8**.

Table 8: Average peak vehicle utilisation per Weekday, Saturday and Sunday

	Weekday			Saturday			Sunday		
	Sep 21	Nov 21	Feb 22	Sep 21	Nov 21	Feb 22	Sep 21	Nov 21	Feb 22
Average peak vehicle utilisation	13	12	14	10	11	10	9	11	10

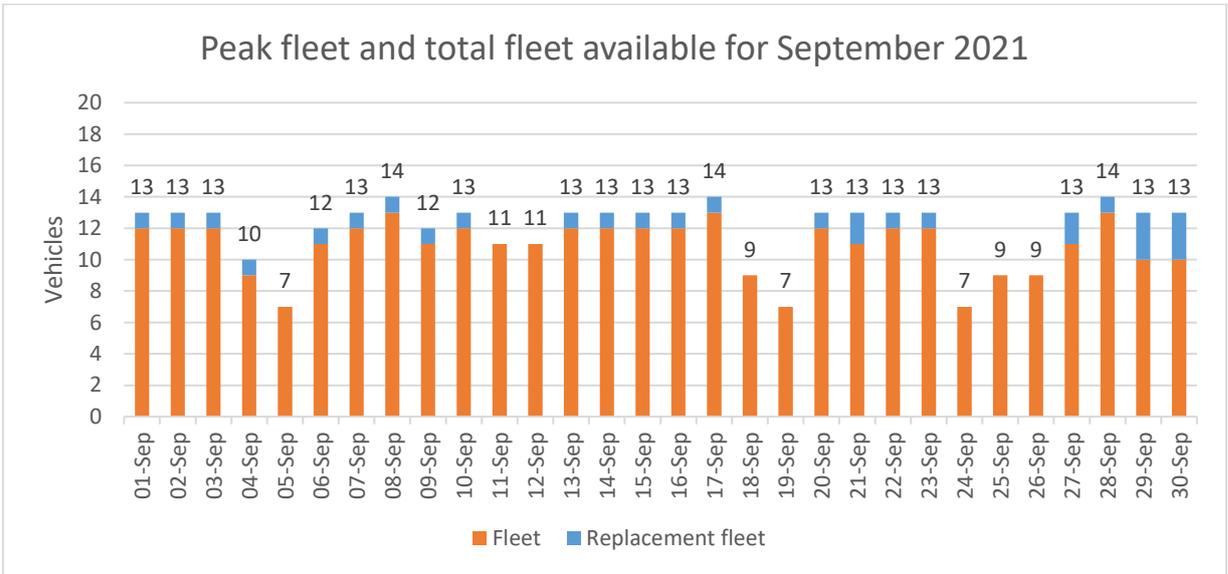


Figure 12: Peak and total fleet for September 2021

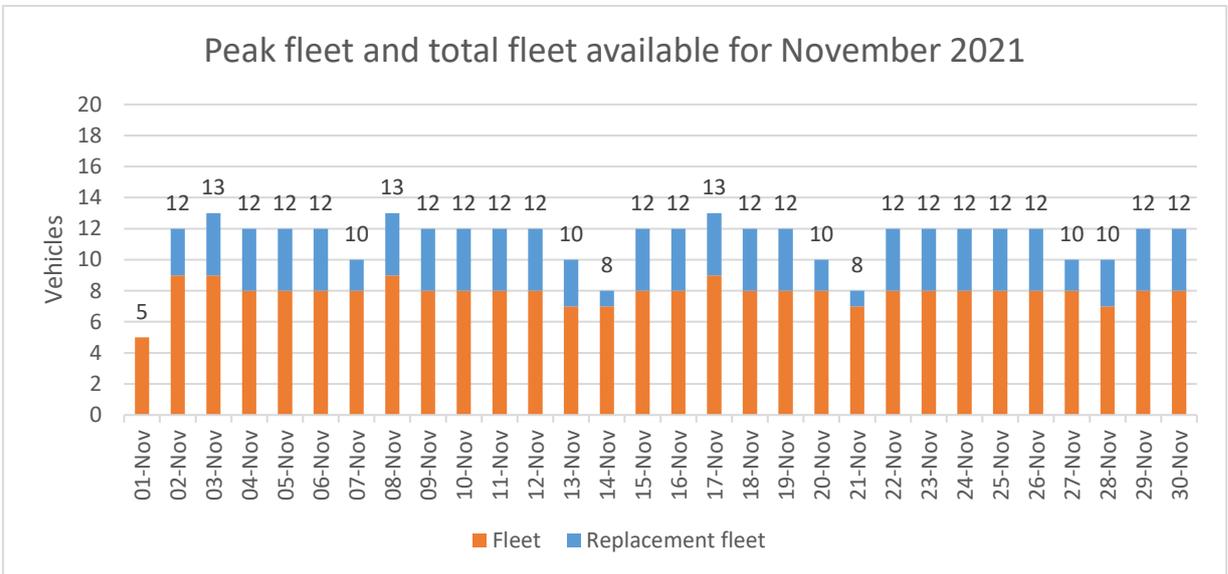


Figure 13: Peak and total fleet for November 2021

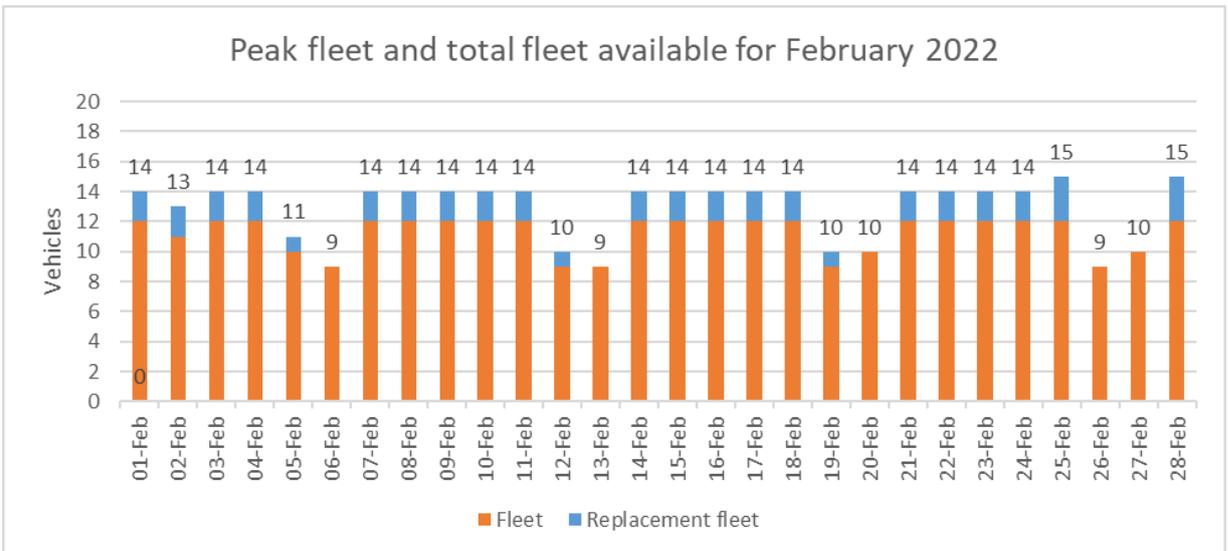


Figure 14: Peak and total fleet for February 2022

ANNEXURE E: SERVICES MONITORING SCHEDULE

The types of monitoring together with an indication of the details that the City or its monitoring staff may record are described, without limitation, further below:

1. Terminus/depot monitoring

- Actual departure or arrival time of vehicles
- Condition of the vehicle:
 - Cleanliness of the inside and outside of the vehicle
 - State of body work (e.g. leaking roof, broken windows, loose trimmings and broken lights)
 - State of Equipment (e.g. working lift, number and condition of passenger and wheelchair restraints and hand grasps)
- Passenger Charter prominently displayed in vehicle
- Provision of standard accessories per vehicle type

2. Appearance of the Driver:

- Neatness
- Cleanliness
- Condition of uniform
- Display of identification label

3. Multi-point route monitoring

- Actual arrival and departure time of vehicle at point of picking up/setting–down passengers
- Conduct of the Driver towards the passenger
- Fare collection procedures

4. Route monitoring

- All items included within terminus and multi-point route monitoring
- Standard of driving (speed and safety)
- Record of kilometres travelled
- Record of fares paid by passengers
- Driver behaviour

5. Examination of data from the fleet monitoring system

- Start and end times of trips
- Total travelled kilometres
- Travelled kilometres between collection or setting-down points
- Times of passenger door openings
- Correlation of route travelled and Driver waybill
- Speed and braking

6. Observation of the scheduling procedures

- Time to start/finish scheduling
- Scheduling details
- Provision of information to Call Centre operators taking travel requests
- Provision of information to Drivers
- Real-time responses to changes
- Updating of waybills on continuous basis

7. Observation of responses to complaints

- Procedures to receive and record complaints from City or passengers
- Procedures to investigate complaints
- Procedures to reply to complaints
- Record keeping of complaints received and responses given
- Actions taken to improve service delivery in response to complaints received

8. Follow-up surveys with passengers

- Accuracy of information (e.g. pick-up time and point)
- Actual time of pick-up/setting-down compared to requested time
- Other items as raised by the passenger

9. Market survey of passengers

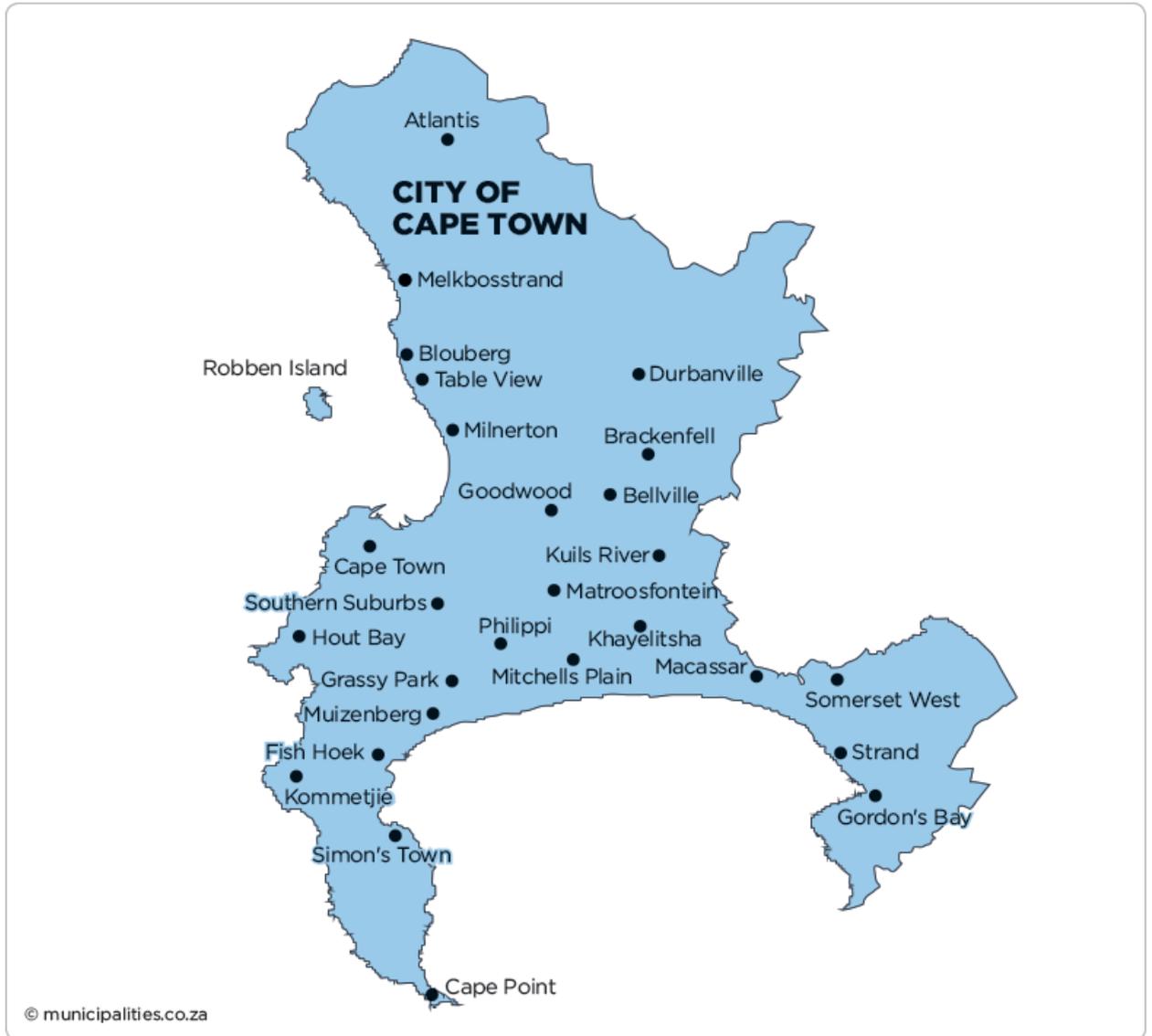
- Extensive survey of the views of the passenger towards all aspects of the service

The Results of Monitoring

The information collected through the abovementioned monitoring may be evaluated to assess the following:

- Attention and care provided by the Operator's staff to the passengers;
- Accuracy of information about pick-up/setting-down times given to the passenger;
- General condition of vehicles and equipment;
- General appearance of the Drivers;
- Time keeping of vehicles leaving the depot/terminus;
- Time keeping of vehicles on-route;
- Time keeping of vehicles returning to the depot/terminus;
- Standard of driving;
- Fares paid by passengers;
- Kilometres travelled and distances between stops;
- Problems being encountered on the route (passenger and physical environment);
- Reimbursement payable by the City, and associated trends in individual areas of the City.

ANNEXURE F: DIAL-A-RIDE SERVICE AREA



ANNEXURE G: INFRINGEMENTS AND PENALTIES

The penalties listed in the table below shall apply. Where repeated incidences of the same type of infringement are recorded in a particular month, the Multiplication Threshold as indicated next to each penalty shall come into effect. Once the Multiplication Threshold is reached, the penalty factor as shown in the factor table below shall be applied to all subsequent similar penalties incurred for the remainder of the month.

A reduction of 70% of a respective infringement value may be awarded where the Operator has advised the Representative of such infringements in advance. This reduction does not apply to any serious offences.

Factor Table:

Multiplication Threshold	Penalty Factor 1 Applies to Sections: 1, 3, 7, 10, 11 & 17	Penalty Factor 2 Applies to Sections: 2, 4, 5, 6, 8, 9, 12 to 16
Less than or equal to	1	1
1 to 5 occurrences above	2	1
6 to 10 occurrences above	4	1
11 or more occurrences above	8	2

Note: Both the threshold and occurrence referred to in this penalty system is independent of person, vehicle, complainant etc. and the only criterion that shall apply is the number of times a specific type of infringement is recorded.

Example: Six **different** vehicles are reported as operating without being roadworthy in a particular month. As the Multiplication Threshold for this infringement is 1, the first occurrence shall be penalised at R5,000, the next four at R10,000 each and the sixth at R20,000 making the total penalty for the six vehicles R65,000 compared to R30,000 without the application of the factor.

The occurrence count shall reset to zero on the first day of the new month.

Infringement	Unit	Multiplication Threshold	Penalty
1. Serious Offences (Penalty Factor 1)			
1.1 Operating a Vehicle which is not roadworthy (per Vehicle per day or has failed a roadworthy test.	Per Offence	1	R5000
1.2 Driver operating a Vehicle without the required driver's licence and/or valid PrDP (failure to carry drivers' licence or PrDP not to be penalised through this penalty.	Per Offence	1	R5000
1.3 Operating a Vehicle with defective brakes.	Per Offence	1	R5000
1.4 Operating a Vehicle with defective and/or worn tyres including spare wheel.	Per Offence	1	R4000
1.5 Employee is under the influence of alcohol or drugs.	Per Offence	1	R5000
1.6 Employee fails or refuses to take a drug or alcohol test including testing by means of a breathalyser.	Per Offence	2	R5000
2. Failing to supply the approved vehicles by the required date (Penalty Factor 2)			

Infringement	Unit	Multiplication Threshold	Penalty
<p>2.1 Where the Operator fails to supply the required number of approved vehicles, as stated in the Letter of Acceptance, the City will deduct from the first monthly payment a penalty for each vehicle that was not supplied.</p> <p>2.2 Notwithstanding the above no penalty will be imposed if the Operator furnished the Representative with a reason for the failure which is acceptable to the City.</p>	Per vehicle per day	10	R4000
<p>3. Failing to pick-up or set down booked passengers (Penalty Factor 1)</p>			
<p>3.1 Where a passenger who is booked to be collected or set down at a point is not collected or set down at that point (due to, for example, a scheduling or driver error).</p> <p>3.2 However, if the passenger requests not to be picked up for any reason or changes their setting down point once in the vehicle no penalty will be imposed.</p>	Per affected passenger	5	R2000
<p>4. Failing to pick-up or set down passengers on time (Penalty Factor 2)</p>			
<p>4.1 Where a passenger is picked-up between 5 and 30 minutes after the scheduled pick-up time.</p>	Per affected passenger	50	R300
<p>4.2 Where a passenger is picked-up between 30 and 60 minutes after the scheduled pick-up time.</p>	Per affected passenger	25	R600
<p>4.3 Where the passenger no longer wishes to be picked up or changes their setting down point because the vehicle is more than 60 minutes late.</p>	Per affected passenger	10	R1500

Infringement	Unit	Multiplication Threshold	Penalty	
5. Vehicle breakdowns (Penalty Factor 2)				
<p>5.1 The Operator is required to provide a replacement vehicle at the point of breakdown within one hour of the breakdown provided that no breakdowns will be accepted as such inside depots.</p> <p>Should the Operator not be able to provide a replacement vehicle at the breakdown point within the stated time, the Operator shall make alternative travel arrangements for the affected passengers such that these arrangements are at the breakdown point within one hour of the breakdown. The cost of the alternative arrangements shall be paid by the Operator. If no replacement vehicle is provided nor satisfactory alternative arrangements made, a penalty will be imposed.</p>	Per broken down vehicle	10	R2000	
6. Vehicles in an unsatisfactory condition (Penalty Factor 2)				
Where, in the opinion of the Representative, a vehicle commences a trip in an unsatisfactory condition, penalties will be imposed as follows:				
6.1	dirty on the outside or inside, including wet or slippery floors, steps, ramps or lifts.	Per vehicle per day	25	R300
6.2	not in a good state of repair including oil leaks broken windows, dented panels, missing or broken seats/seat covers, faulty interior lights, missing hand rails or grasps etc.	Per vehicle per day	25	R1500
6.3	with missing ramp or passenger lift.	Per vehicle per day	5	R2000
6.4	with a faulty passenger lifting platform but that can still operate safely.	Per vehicle per day	25	R600
6.5	with less passenger/wheelchair restraint systems in the vehicle than the maximum number of passengers using wheelchairs that can be carried in the vehicle.	Per vehicle per missing/faulty system	5	R1500
6.6	Parking, staging, holding and washing of Vehicle in unauthorised locations.	Per vehicle per occurrence	5	R600
7. Ineffective scheduling of vehicles and selection of routes (Penalty Factor 1)				
7.1	Where the Representative considers that the Operator has not effectively scheduled a trip or selected an appropriate route.	Per affected passenger	10	R300
7.2	Circuitous routes which involve travelling more than 15% of the most direct route between their pick-up and drop-off points will be regarded as ineffective scheduling.			

Infringement	Unit	Multiplication Threshold	Penalty
8. Failure to install or replace faulty fleet monitoring /communication equipment. (Penalty Factor 2)			
8.1 Where the Operator fails to install or repair a faulty GPS tracking unit, smartphone or other ITS equipment requested by the City, within five (5) days of the fault developing.	Per vehicle per day.	10	R1500
8.2 However, if the Operator makes alternative arrangements, acceptable to the Representative, no penalty will be imposed.			
9. Failure by driver to wear uniform (Penalty Factor 2)			
9.1 Where a driver is not wearing the approved uniform as required in the Specifications.	Per driver per day	50	R300
9.2 Where, in the opinion of the Representative, a driver's uniform is not clean and presentable to maintain the good image of the service.	Per driver per day	50	R150
10. Failure to reply to a logged complaint / comment (Penalty Factor 1)			
10.1 Where the Operator does not satisfactorily reply to a complaint / comment logged against the service (e.g. as received through the Call Centre, the Representative or conveyed to the Operator in writing).	Per complaint / comment	5	R600
10.2 Where the Operator does not satisfactorily process a complaint / comment logged against the service within 48 hours.	Per complaint / comment	5	R600
10.3 Where the Operator does not send out acknowledge receipts of logged complaints within 30min.	Per complaint / comment	5	R600
11. Failure to secure passengers using safety harnesses and restraint equipment (Penalty Factor 1)			
11.1 Where the Operator fails to secure passengers using safety harnesses and restraint equipment.	Per affected passenger	5	R2000
11.2 Standard Accessories not in vehicle as per Section 13.3.6.	Per instance	5	R400
12. Failure to inform users that their booking requests cannot be accommodated (Penalty Factor 2)			
12.1 Where the Operator fails to contact a user who's booking requests cannot be accommodated.	Per affected passenger	5	R1000
12.2 However, if the passenger was not available for contact after three attempts by the Operator, no penalty will be imposed. Records are to be kept by the Operator of these instances.			
13. Failure to answer incoming telephone calls, SMS, social media message or email correspondence (Penalty Factor 2)			

Infringement	Unit	Multiplication Threshold	Penalty
13.1 Where the Operator's call centre does not answer incoming calls within 30 seconds since the start of the call.	Per call	50	R150
13.2 Where the caller has been waiting for longer than 30 seconds and less than two minutes.	Per call	25	R300
13.3 For callers waiting longer than two minutes.	Per call	10	R600
13.4 Where after a dropped, call the Operator does not call the caller back within 3 minutes.	Per call	10	R600
13.5 For SMS, social media message and email requests not acknowledged within 3 minutes.	Per call	20	R300
14. Failure to submit waybill information as required in this specification and contract: (Penalty Factor 2)			
14.1 Where the Operator fails to capture waybill information on the Web-based interface within 24 hours.	Per instance	10	R1500
14.2 Where the Operator has not submitted the planned vehicle waybill 24 hours in advance of the first scheduled trip as indicated in Annexure G on time.	Per business day per vehicle	10	R1500
14.3 Where the Operator has not submitted the route operated waybill within 24 hours of the last operated trip.	Per vehicle waybill for each business day late	5	R600
14.4 Failure to submit written accident report with Case Number within 48 hours of incident.	Per instance	1	R2000
15. Withdrawal of vehicle from service (Penalty Factor 2)			
15.1 Where the Operator withdraws a vehicle for more than a total of three (3) days in any one calendar month, the Representative will deduct from the monthly payment for that vehicle the number of days, on a pro-rata basis, that the vehicle was withdrawn that exceeded 3 days.	Pro-rata for days over 3 days per vehicle	5	R2000
15.2 Where the Operator is required to withdraw an unsuitable vehicle, when so ordered by the City, for more than a total of three (3) operational days in any one calendar month, the Representative will deduct from the monthly payment for that vehicle the number of days, on a pro-rata basis, that the vehicle was withdrawn that exceeded 3 days.	Pro-rata for days over 3 days per vehicle	5	R2000
16. Failure to Comply (Penalty Factor 2)			
16.1 Where the Operator fails to submit the annual SARPBC certificate of compliance as required in terms of Section Error! Reference source not found. of the Specification.	Per Day	1	R4000

Infringement	Unit	Multiplication Threshold	Penalty
16.2 Where the operator exceeds the maximum allowed overtime per staff member, do not pay in accordance to SARPBAC or any other failure in terms of personnel requirements.	Per Instance	5	R1000
16.3 Transport of passengers not registered to use the service including family of registered users.	Per passenger	1	R2000
16.4 Where any Operator's staff members fail to correctly comply/follow any App prompts/instructions.	Per Instance	50	R300
16.5 Where a driver's average rating is three (3) stars or less in a calendar month.	Per month per driver	1	R2000
16.6 Failure to collect correct passenger fare.	Per passenger	1	R500

ANNEXURE J: DAILY PASSENGER REPORT

TABLE 3: DAILY PASSENGER REPORT

DAILY PASSENGER REPORT		DATE:		Prepared By:							
DAR NO	DRIVER	NO-SHOWS	ACTUAL P/UP	WCHAIR	SEATED	TOTAL	FARE	FUEL	KM IN	KM OUT	TOTAL KM
01											
02											
03											
04											
05											
06											
07											
08											
09											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
TOTAL PER DAY											
DAILY REPORTS TO BE ATTACHED.											
1. ACCIDENT REPORTS.											
Give full details: Description of accident, DAR number of Injuries etc											
2. VEHICLE INSPECTION REPORT											
3. INDUSTRIAL STRIKE											
4. NUMBER OF VEHICLE AFFECTED BY STRIKE											
5. TOTAL NUMBER OF TELEPHONEVED FOR THE DAY.											
6. DESCRIPTION OF COMPLAINTS RECEIVED AND HOW THEY WERE RESOLVED.											

ANNEXURE K: PRIMARY OPERATOR INVOICE

INVOICE TO		VENDOR DETAILS			
ACCOUNTS PAYABLE		VENDOR NUMBER			
CALL CENTRE		VENDOR TEL			
EMAILED TO		VENDOR FAX NO			
PURCHASE ORDER NO		EMAILED FROM			
VAT REGISTRATION NO		VAT NO			
DELIVERY ADDRESS		TAX INVOICE NO			
CONTRACT NO		DATE			
BUYER DETAILS		PERIOD			
TELEPHONE		ACCOUNT NAME			
FAX		ACCOUNT NO			
NUMBER OF INVOICE PAGES		BRANCH CODE			
		BANK			
PROVISION OF A PUBLIC TRANSPORT DIAL-A-RIDE SERVICE ON BEHALF OF THE CITY OF CAPE TOWN (TRANSPORT DEPT)					
PART 1 - Primary Operator					
Section A: Vehicle Type A charges (Base Fleet)		Quantity	Rate	Amount	
A1	Vehicle related cost per month				R
A2	Variable cost				R
Monthly Total					R
Section B: Management and staff costs		Quantity	Rate	Amount	
B1	Fixed cost per month				R
B2	Driver related cost per month				R
Monthly Total					R
Section C: Vehicle repayment costs		Quantity	Rate	Amount	
C1	Bank re-payment or lease cost per month				R
Monthly Total					R
Section D: Scheduling function and Call centre operation		Quantity	Rate	Amount	
D1	Scheduling function per month				R
D2	Operation of call centre per month				R
D3	Manual scheduling function per month				R
D4	Manual operation of call centre per month				R
D5	Maintain and operate a cash fare collection system per month				R
Monthly Total					R
Section E: Establishment costs		Quantity	Rate	Amount	
E1	Scheduling function using data management platform				R
E2	Operation of call centre using data management platform				R
E3	New livery				R
E4	Initial setup cost of a call centre				R
Monthly Total					R
Part 2 – Sub-contracted services					
Section F: Sub-contractors		Quantity	Rate	Amount	
Vehicle Type Charges					
F1	Operating cost per km – Vehicle Type A				R
F2	Operating cost per km – Vehicle Type B				R
F3	Operating cost per km – Vehicle Type C				R
F4	Operating cost per km – Vehicle Type D				R
Monthly Total					R
Section G: Pilot Study Operations		Quantity	Rate	Amount	
Management Charges					
G1	Pilot study set-up costs				R
G2	Admin fee (% mark-up on set-up costs)				R
G3	Pilot passenger subsidy paid				R
G4	Admin fee (% mark-up on monthly payments)				R
Monthly Total					R
TOTAL MONTHLY AMOUNT (Sections A-G)					R
Part 3: Provisional Sums					
Section H: Provisional sums		Quantity	Rate	Amount	
H1	General provisional sum				R
Total Amount					R
INVOICE FOR					R
Date	City of Cape Town signature	Date			

ANNEXURE L: MONTHLY PROJECT LABOUR REPORT (Example)

ANNEX 1

**CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT**



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



CONTRACT OR WORKS PROJECT NUMBER:
--

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

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

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

ANNEXURE M: BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND
DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
--	---	---------------------------------------	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:
Expressed as a percentage of **P***

R
%

Signatures

Declared by
supplier to be
true and

Date:

correct:

Verified by
CCT Project
Manager:

Date:

14. ANNEXURE N: PARTNERSHIP / JOINT VENTURE (JV) / CONSORTIUM EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND
DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R
--	---

B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by
supplier to be
true and
correct:

Date:

Verified by
CCT Project
Manager:

Date:

ANNEXURE O: PRICE ADJUSTMENT SCHEDULE

Month	SARPBAC	WC CPI		0.005% Diesel	Tyres	Tyres	City of CT Electricity
		Dec 2021 = 100	Dec 2020= 100		18m/12m	9m	
Base Nov 2012	1.0000	62.5	67.3	11.2565	5 128.28	1.00000	103.40
Aug 2021	2.0087	98.1	105.4	15.0510	6 239.68	1.10221	182.17
Sep 2021	2.0087	98.6	106.2	14.9088	6 239.68	1.10221	182.17
Oct 2021	2.0087	98.7	107.2	15.1368	6 239.68	1.10221	182.17
Nov 2021	2.0087	99.1	107.9	16.6188	6 239.68	1.10221	182.17
Dec 2021	2.0087	99.5	109.4	17.3638	6 239.68	1.10221	182.17
Jan 2022	2.0087	100.0	110.8	16.6658	6 239.68	1.10221	182.17
Feb 2022	2.0087	100.0	111.0	17.4542	6 239.68	1.10221	182.17
Mar 2022	2.0087				-	-	182.17

Figure 3: Index table

FIXED COSTS					VEHICLE-RELATED COSTS				DRIVER-RELATED COSTS				KILOMETRE-RELATED COSTS				
Index	Weights		Index		Index	Weights		Index		Index	Weights		Index				
Fixed	0%				Fixed	0%				Fixed	0%						
SARPBAC staff	16%		SARPBAC		SARPBAC staff	37%		SARPBAC		SARPBAC staff	90%		SARPBAC				
Non SARPBAC staff	43%		CPI		Non SARPBAC staff	20%		CPI		Non SARPBAC staff			CPI				
Electricity	3%		Electricity		Other	43%		CPI		Other	10%		Diesel				
Other	38%		CPI		Total	100%				Total	100%		Tyre				
Total	100%				Total	100%				Total	100%		PPI				
	SARPBAC	CPI	Electricity	Adjustment		SARPBAC	CPI	Adjustment		SARPBAC	CPI	Adjustment	Diesel	Tyre	PPI	Adjustment	
Jan 20	1.8221	115.7	153.14	1.5148	Jan 20	1.8221	115.7	1.5917	Jan 20	1.8221	115.7	1.7849	Jan 20	14.1346	1.10	114.5	1.2879
Feb 20	1.8221	116.2	153.14	1.5199	Feb 20	1.8221	116.2	1.5957	Feb 20	1.8221	116.2	1.7855	Feb 20	14.0846	1.10	114.8	1.2851
Mar 20	1.8221	117.6	153.14	1.5343	Mar 20	1.8221	117.6	1.6068	Mar 20	1.8221	117.6	1.7873	Mar 20	13.5446	1.10	115.1	1.2486
Apr 20	1.9314	118.3	153.14	1.5584	Apr 20	1.9314	118.3	1.6526	Apr 20	1.9314	118.3	1.8864	Apr 20	12.1366	1.10	115.2	1.1516
May 20	1.9314	117.6	153.14	1.5512	May 20	1.9314	117.6	1.6470	May 20	1.9314	117.6	1.8855	May 20	10.5766	1.10	114.4	1.0419
Jun 20	1.9314	116.8	153.14	1.5430	Jun 20	1.9314	116.8	1.6407	Jun 20	1.9314	116.8	1.8844	Jun 20	10.7866	1.10	114.0	1.0555
Jul 20	1.9314	117.5	160.53	1.5525	Jul 20	1.9314	117.5	1.6462	Jul 20	1.9314	117.5	1.8853	Jul 20	12.4766	1.10	114.6	1.1736
Aug 20	1.9314	118.8	160.53	1.5658	Aug 20	1.9314	118.8	1.6566	Aug 20	1.9314	118.8	1.8870	Aug 20	12.9266	1.10	116.0	1.2081
Sep 20	1.9314	-	160.53	-	Sep 20	1.9314	-	-	Sep 20	1.9314	-	-	Sep 20	-	-	-	-
Oct 20	1.9314	-	160.53	-	Oct 20	1.9314	-	-	Oct 20	1.9314	-	-	Oct 20	-	-	-	-
Nov 20	1.9314	-	160.53	-	Nov 20	1.9314	-	-	Nov 20	1.9314	-	-	Nov 20	-	-	-	-
Dec 20	1.9314	-	160.53	-	Dec 20	1.9314	-	-	Dec 20	1.9314	-	-	Dec 20	-	-	-	-
Jan 21	1.9314	-	160.53	-	Jan 21	1.9314	-	-	Jan 21	1.9314	-	-	Jan 21	-	-	-	-
Feb 21	1.9314	-	160.53	-	Feb 21	1.9314	-	-	Feb 21	1.9314	-	-	Feb 21	-	-	-	-
Mar 21	1.9314	-	160.53	-	Mar 21	1.9314	-	-	Mar 21	1.9314	-	-	Mar 21	-	-	-	-

Figure 4: Adjustment table

*** Notes:**

1. Escalation for the Call Centre and Scheduling will be calculated at a ratio of 90% non-SARPBAC staff and 10% Other
2. No escalation is applicable to performance guarantee or provisional sums.
3. The fuel component of the escalation of the variable kilometre rate will be based on either the petrol or diesel price, depending on the vehicle type. This is applicable to all variable kilometre rates of all vehicles.
4. The Base Month for purposes of escalation will be the month in which the tender closes.
5. The rates will be escalated from the Base Month on a monthly basis and claimed in the monthly invoice.
6. An invoicing template, containing formulas to calculate the monthly escalation will be provided to the DaR Operator once operations commence.

Formula Example: Fixed costs

Adjustment = 16% of **SARPBAC index** x (current month indices) / (base month indices) +
43% of **CPI (Non SARPAC staff)** x (current month indices) / (base month indices) +
3% of **Electricity** x (current month indices) / (base month indices) +
38% of **CPI (Other)** x (current month indices) / (base month indices)

DIAL A RIDE LIVERY DECAL SIZES

w830mmx h318mm



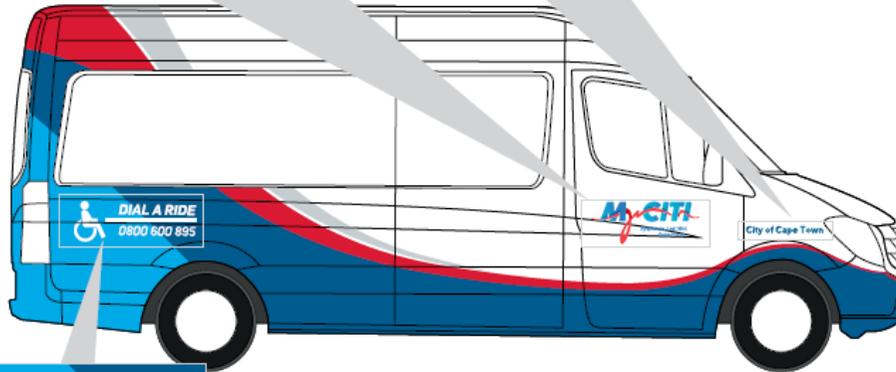
w735mmx h88mm



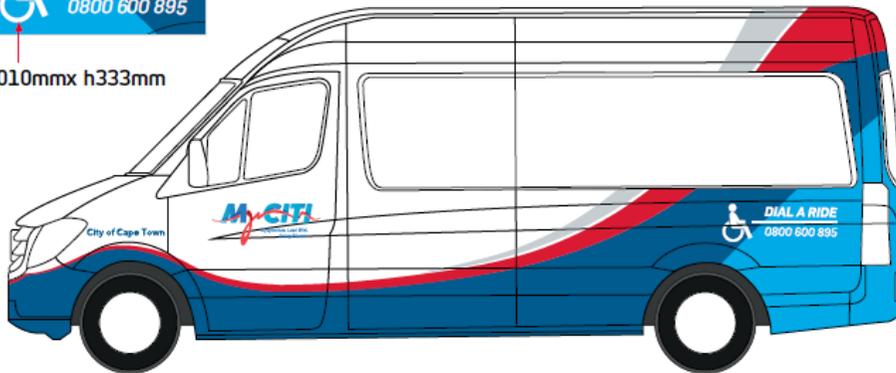
w470mmx h153mm



w470mmx h179mm



w1010mmx h333mm



w273mmx h350mm

w642mmx h350mm

Please note decal sizes are common for both driver and passenger sides of the vehicle



COPYRIGHT SWITCH DESIGN COMPANY SOUTH AFRICA 2021