



10 FEBRUARY 2025

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### **NOTICE TO TENDERERS NO.3**

*(Total (including replacement pages): (43 Pages))*

#### **NOTICE TO TENDERER.**

**TENDER NO: 142S/2024/2025**

**BOX NUMBER: 168**

**CLOSING DATE: 07 MARCH 2025**

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

**TO: ALL TENDERERS**

This Notice to tenderers forms an integral part of the Contract and is an addendum to be bound into the Project Document. Tenderers are therefore requested to:

1. Record receipt of this Notice on **Schedule F12**: Record of Addenda to Tender Documents.
2. Tenderers must sign and return this Notice (append to **Schedule F12**) together with their completed tender document.
3. Tenderers to take note of the new pages that have been inserted replacing the existing page numbers, and which page numbers have been identified in this Notice and marked with the letter "**A**".
4. Tenderers to take note that Notice to Tenderers No. 2, dated 7 February 2025, is replaced in its entirety and replaced with this Notice to Tenderers No. 3 as issued by the City of Cape Town.

#### **PART 1: AMENDMENTS TO TENDER DOCUMENTATION**

**1.1 PART T.1 – GENERAL TENDER INFORMATION  
PAGE 4 OF THE TENDER**

**HEADING IN PART T.1 – COMPULSORY CLARIFICATION MEETING**

The tender notice and invitations to tenders were published on three platforms (CIDB, Treasury website, and newspapers). Tenderers are informed that the **COMPULSORY CLARIFICATION SESSION** is scheduled for **Tuesday, 11 February 2025, Wednesday, 12 February 2025** and **Thursday, 13 February 2025** at **10h00** and will take place on 1<sup>st</sup> Floor, Greg Pillay Boardroom, Goodwood Fire Station, c/o Frans Conradie and Hugo Street, Goodwood, Cape Town.

Separately the **OPTIONAL SITE VISITS** are scheduled to take place on **Wednesday, 12 February** and also on **Thursday, 13 February 2025**. The details of these site visits will be communicated to tenderers on Tuesday, 11 February 2025. The site visits are optional but highly recommended and tenderers will travel from the Traffic Management Centre, Goodwood at 09h30 on both days to the MyCiti depots.

Tenderers are requested to limit the attendees to the optional site visits to only two persons/representatives. Any specific questions from the site-visits on each specific day will be addressed from 15h00 1<sup>st</sup> Floor, Greg Pillay Boardroom, Goodwood Fire Station, c/o Frans Conradie and Hugo Street, Goodwood, Cape Town.

REPLACE PAGES 4 and 5 of the TENDER with NEW **PAGE 4A** and **PAGE 5A**.

**1.2 SECTION E OF PART C.4 – PRICING SCHEDULE 1 (Contract Area A)  
PAGE 44 OF THE TENDER**

Tenderers are informed that there was an error in the numbering of the item listed under Section B: Scheduled services and duplicate numbered item 2.5 should be numbered as item 2.6 and the numerical order of the section thereafter following and as highlighted in the replacement page.

REPLACE PAGE 44 of the TENDER with NEW **PAGE 44A**.

**1.3 SECTION E OF PART C.4 – PRICING SCHEDULE 2 (Contract Area B)  
PAGE 47 OF THE TENDER**

Tenderers are informed that there was an error in the numbering of the item listed under Section B: Scheduled services and duplicate numbered item 2.5 should be numbered as item 2.6 and the numerical order of the section thereafter following and as highlighted in the replacement page.

REPLACE PAGE 44 of the TENDER with NEW **PAGE 47A**.

**1.4 SECTION E OF PART C.4 – PRICING SCHEDULE 3 (Contract Area C)  
PAGE 44 OF THE TENDER**

Tenderers are informed that there was an error in the numbering of the item listed under Section B: Scheduled services and duplicate numbered item 2.5 should be numbered as item 2.6 and the numerical order of the section thereafter following and as highlighted in the replacement page.

REPLACE PAGE 50 of the TENDER with NEW **PAGE 50A**.

**1.5 SECTION E OF PART C.4 – PRICING SCHEDULE 1 (Contract Area A)  
PAGE 45 OF THE TENDER**

Tenderers are informed that the heading in Section E must be changed to **Section E: Bus refurbishment** and replacing line-item in number 9.1 through to 9.3 to reference:

- 9.1 Full refurbishment - 18m bus (Type A)
- 9.2 Full refurbishment - 12m bus (Type B)
- 9.3 Full refurbishment - 12m bus (Type C)

REPLACE PAGE 45 of the TENDER with NEW **PAGE 45A**.

**1.6 SECTION G OF PART C.4 – PRICING SCHEDULE 1 (Contract Area A)  
PAGE 45 AND 46 OF THE TENDER**

Tenderers are directed to an error in the numbering in Section G and should be listed as line-item number 11.3 Staff training costs and 11.4 Contract transition costs.

REPLACING PAGES 45 AND 46 of the TENDER with NEW **PAGE 45A** and **PAGE 46A**.

**1.7 SECTION E OF PART C.4 – PRICING SCHEDULE 2 (Contract Area B)  
PAGE 48 OF THE TENDER**

Tenderers are informed that the heading in Section E must be changed to **Section E: Bus refurbishment** and replacing line-item in number 9.1 through to 9.3 to reference:

- 9.1 Full refurbishment - 18m bus (Type A)
- 9.2 Full refurbishment - 12m bus (Type B)
- 9.3 Full refurbishment - 12m bus (Type C)

REPLACE PAGE 48 of the TENDER with **NEW PAGE 48A**.

**1.8 SECTION E OF PART C.4 – PRICING SCHEDULE 2 (Contract Area C)  
PAGE 81 OF THE TENDER**

Tenderers are informed that the heading in Section E must be changed to **Section E: Bus refurbishment** and replacing line-item in number 9.1 through to 9.3 to reference:

- 9.1 Full refurbishment - 18m bus (Type A)
- 9.2 Full refurbishment - 12m bus (Type B)
- 9.3 Full refurbishment - 12m bus (Type C)

REPLACE PAGE 51 of the TENDER with NEW **PAGE 51A**.

**1.9 PARAGRAPH 5.14 OF THE PRICING INSTRUCTIONS  
PAGE 55 OF THE TENDER**

Tenderers are informed that the sub-totals in the summary table for Contract Area B were erroneously tabulated, and the replacement table now has the correct tabulation.

REPLACE PAGE 55 of the TENDER with NEW **PAGE 55A**.

**1.10 PARAGRAPH 5.19 OF THE PRICING INSTRUCTIONS  
PAGE 56 OF THE TENDER**

Tenderers are informed that the sub-totals in the summary table for the **Driver and Regulator requirement** were erroneously tabulated, and the replacement table now has the correct tabulation.

REPLACE PAGE 56 of the TENDER with NEW **PAGE 56A**.

**1.11 TABLE OF CONTENTS OF THE OPERATIONAL SPECIFICATIONS (C.5)  
PAGE 61 OF THE TENDER**

Tenderers are informed that there was a numbering error in the **Table of Contents**, and the replacement page has been corrected on replacement page.

REPLACE PAGE 61 of the TENDER with NEW **PAGE 61A**.

**1.12 SECTION 5 OF THE OPERATIONAL SPECIFICATIONS (C.5)  
PAGE 100 OF THE TENDER**

Tenderers are informed that there was a cross-reference error in **section 5** (Infrastructure), and the replacement page provides the corrected cross-reference, which now refers to **Appendices C to G**.

REPLACE PAGE 100 of the TENDER with NEW **PAGE 100A**.

**1.13 SECTION 6 OF THE OPERATIONAL SPECIFICATIONS (C.5)  
SUB-SECTION 6.1.1 (EXISTING FLEET COMPOSITION AND USAGE)  
PAGE 127 OF THE TENDER**

Tenderers are informed that there was an erroneous omission in **section 6.1.1** (existing fleet composition and usage), and the replacement page will now include the wording:

**Please note that the City reserves the right to transfer surplus buses (buses in excess of peak buses and notional 15% engineering spares) to any other MyCiTi Operator at its sole discretion.**

REPLACE PAGE 126 of the TENDER with NEW **PAGE 126A**.

**1.14 PARAGRAPH 6.1.3 OF SECTION 6 OF THE OPERATIONAL SPECIFICATIONS (C.5)  
PAGE 127 OF THE TENDER**

Tenderers are informed that amendments to Chapter 6 of the Operational Specifications have been made. A new paragraph in section 6.1.3 of this chapter has been included on page 127:

**In addition to other noted inspections, the VOC will be responsible to conduct scheduled technical inspections of the Vehicles, three (3) months after the first roadworthy inspection and every quarter thereafter using the checklist given in Appendix G or as determined in due course by the City. The VOC shall submit a copy of the completed CCT Vehicle Technical Inspections Sheet to the City within 48 hours of the inspection. The VOC is to rectify any "safety critical" defects immediately until which time the Vehicle is to be removed from use (safety critical defects means any defect that compromises the overall safety of the Vehicle including, but not limited to, defects within the brake, suspension and steering systems and tyres). The VOC is to repair all other defects identified by the inspection as soon as possible and within one week of the date of the inspection. The VOC is to forward to the City confirmation that this work has been completed.**

Additionally, tenderers are notified that there has been a deletion of paragraph in section 6.1.3 of the Tender (page 127) being:

~~**Presentation to the City and joint technical inspection of each Vehicle with the City every three months in accordance with a pre-arranged schedule.**~~

REPLACE PAGE 127 of the TENDER with NEW **PAGE 127A** and **PAGE 127B**.

**1.15 PARAGRAPH 6.2.2 OF SECTION 6 OF THE OPERATIONAL SPECIFICATIONS (C.5)  
PAGE 131 OF THE TENDER**

Tenderers are informed that amendments to Chapter 6 of the Operational Specifications have been made. A new paragraph in section 6.2.2 of this chapter has been included on page 131 as it relates to partial refurbishment:

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

REPLACE PAGE 131 of the TENDER with NEW **PAGE 131A**.

**1.16 PARAGRAPH 6.5.2 OF SECTION 6 OF THE OPERATIONAL SPECIFICATIONS (C.5)  
PAGE 133 OF THE TENDER**

Tenderers are informed that amendments to Chapter 6 of the Operational Specifications have been made, and in particular there has been a deletion of the opening of paragraph 6.5.2:

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

REPLACE PAGE 133 of the TENDER with NEW **PAGE 133A**.

**1.17 PARAGRAPH 12.6 OF THE OPERATIONAL SPECIFICATIONS (C.5)  
PAGE 149 OF THE TENDER**

Tenderers are informed that the formatting on page 149 erroneously was omitted and a new heading 12.6.1 (Vehicles required due to increase in demand) should follow the main paragraph of 12.6 (procurement of additional vehicles). The following sub-paragraphs will be renumbered accordingly to account for the new-subheading.

REPLACE PAGE 149 of the TENDER with NEW **PAGE 149A** and **PAGE 149B**.

**1.18 CLAUSE 38.4 OF THE SPECIAL CONDITIONS OF CONTRACT (C.6)  
PAGE 352-353 OF THE TENDER**

Tenderers are informed that an error was included in clause 38.4 of the Special Conditions of Contract relating to the Performance Evaluation requirement and this has been amended by replacing the specific page accordingly.

REPLACE PAGE 353 of the TENDER with NEW **PAGE 353A**.

**1.19 CLAUSE 38.4 OF THE SPECIAL CONDITIONS OF CONTRACT (C.6)  
PAGE 352-353 OF THE TENDER**

Tenderers are informed that an error was included in clause 38.4 of the Special Conditions of Contract relating to the Performance Evaluation requirement and this has been amended by replacing the specific page accordingly.

Accordingly REPLACE PAGE 353 of the TENDER with NEW **PAGE 353A**.

**1.20 CLAUSE 1.3 OF THE SPECIAL CONDITIONS OF CONTRACT (C.6)  
PAGE 314 OF THE TENDER**

Tenderers are informed that there was a document numbering cross-reference to a clause, and this error should cross-reference this clause to clause 1.2.

Accordingly REPLACE PAGE 314 of the TENDER with NEW **PAGE 314A**.

**PART 2: QUESTIONS FROM TENDERERS**

- 4.1 Tenderers are informed that the City has received questions from prospective tenderers and wishes to appraise all tenderers of the City's responses thereon. For ease, the City has outlined these specific responses in a tabular format below:

Item	Question	City's response
a)	The "C.5 Operational Specifications" document has been issued twice: once as part of the main tender document (starting on page 59) and once as a separate attachment on the provided flash drive.	<p><b><u>Tenderers are informed to only consider the consolidated Tender as issued</u></b> which has all the documents correctly paginated and numbered.</p> <p>The Operational Specifications annexed to the tender are paginated and starts on page 60 of the Tender 142S/2024/25. Tenderers are directed to rely on the Tender 142S/2024/25 only for purposes of submitting their bids.</p> <p>The electronic versions filed/saved separately were only included on the flash-drives for ease of referencing and to assist tenderers in zooming into any specific detail on the high-resolution Adobe PDF documents.</p>
b)	<p>Missing Cross-References in Specifications (C.5) relating to:</p> <ul style="list-style-type: none"> <li>i. Clause 2.5</li> <li>ii. Clause 5.1.4</li> <li>iii. Clause 9.3.2</li> <li>iv. Clause 12.9</li> </ul>	<p>Tenderers are informed that the cross-references in the Operational Specifications (C.5) are:</p> <ul style="list-style-type: none"> <li>i. Clause 2.5 (on page 73<b>A</b>): Regarding the escalation formula for payment. Please note that the cross-reference should be Annexure C of the Agreement.</li> <li>ii. Clause 5.1.4 (on page 106<b>A</b>): Cooperation agreement. Reference is: Please note that the cross-reference should be Annexure F of the Agreement.</li> <li>iii. Clause 9.3.2 (on page 138<b>A</b>): Please note that the cross-reference should be Annexure B of the Agreement.</li> <li>iv. Clause 12.9 (on page 150<b>A</b>): Please note that the cross-reference should be Annexure C of the Agreement.</li> </ul>

		Also, the replacement pages have been included in this Notice to Tender with those respective pages now marked with “ <b>A</b> ” signifying the replacement.
c)	Clarity sought regarding the Functional Scoring Table (clause 2.2.1.1.4)	<p>Tenderers are informed that there is no contradiction but rather to consider the entirety of the clause and the requirement thereof. The second statement in the Functional Scoring Table seeks to provide an amplification and further clarification of the first statement.</p> <p>Tenderers are cautioned that it is not permissible to score zero in any of the categories other than those items 1.1, 2.1 and 3.3 on page 11 and 12 of the Tender.</p>
d)	Clarity regarding the membership requirement of RTMS and/or ISO 9001 standards	<p>Tenderers are informed that this category requirement of membership has been included in the Functionality Scoring Table in order to ensure tenderers either are abiding by bus industry standard or have shown/demonstrated intention to do so by registering for such membership as part of this bid or already have such registration in place.</p> <p>For purposes of the Tender and the Functionality Scoring table we require tenderers under paragraph 3.2 (on page 12) to demonstrate that they have membership or have registered for membership for RTMS or ISO 9001.</p>
e)	Request for timetables and other MyCiTi documents to be made available over and above the items provided on the flash-drive (and highlighted to Tenderers in Tender Notice 1).	<p>Tenderers are informed that the MyCiTi timetables and fleet reports are available electronically and the City shall make these available on flash-drives at the Compulsory Clarification meeting on Tuesday, 11 February 2025.</p> <p>Tenderers are informed that the electronic information is not required for tenderers to submit pricing responses as part of the Tender.</p>
f)	Omission of 246 MyCiTi timetable	Tenderers are informed that the timetable sheet for MyCiTi 246 timetable was erroneously omitted and must be included in

		Annexure B4 to the Specifications and labelled as <b>MyCiTi 246 Timetable</b> in this Notice.
g)	Clarity regarding alternative tenders	Alternative tender offers are permissible, and all tenderers to be cognisant of clause 2.2.11 – Alternative tender offers.
h)	Clarity regarding the distinction between Phase 1A or Phase 1B	Tenderers are informed that all references to Phase 1A or Phase 1B refers simply to the current MyCiTi services contracted on a negotiated basis pursuant to section 41 of the National Land Transport Act.
i)	Clarity regarding “core feeder” services within the Concession Services section within C.5 Operational Specifications	Tenderers should note that the core feeder services are those feeder services that will remain operating as they do currently after certain non-core feeders are transitioned into concession services. The criteria for selection of core feeder services vs non-core feeder services have not yet been determined by the City and will only be determined after the pilot has been completed during the MyCiTi Phase 1 Stage 2 contract period.
j)	Clarity regarding how the highest number of adjudication points is determined	Tenderers are required to meet the eligibility/responsiveness criteria detailed in section 2.2 Tenderer's Obligation (and tenderers to consider clauses 2.2.1.1 to clause 2.2.1.1.7 but also the relevant detail within the tender), and thereafter section 2.3.10.3.4.  The applicable formula will apply to only those tenderers that have met the eligibility/responsiveness criteria.
k)	Clarity regarding how contract areas are awarded to tenderers	Tenderers are informed to consider clause 2.1.5.1 and the entirety of the Tender as it relates to the adjudication process.
l)	Clarity regarding the Fleet composition summary table	Tenderers are informed of an error in Table 6-1 (on page 126) of the Tender has occurred, and a replacement page has been inserted marked as <b>page 126A</b> .
m)	Clarity regarding specific MyCiTi schedule differences between the detail tendered and the current MyCiTi operations	Tenderers are guided by the timetables and schedules issued in the Tender noting that the City may for various operational reasons and

		during the subsistence of the Contract make certain amendments to the Schedule.
n)	Clarity regarding any possible privately-owned depots being used during the Contract period	<p>Tenderers are informed that the current MyCiTi Phase 1 services does utilise a privately-owned depot, however, this depot would not form part of the operational plan for the MyCiTi Phase 1 Stage 2 services.</p> <p>Any reference to privately-owned depots in the current MyCiTi timetables will be amended when the new timetables are issued for the start of the Contract period.</p>
o)	Clarity regarding depot sharing and also allocation of depots within contract areas	<p>Tenderers are informed that one depot is allocated by the City to each Contract Area, and which assigned depot shall be the base of operations for the respective VOC that has been allocated to that Contract Area.</p> <p>Tenderers are informed that sharing of depots will be based on operational efficiency and as determined by the City. The principles of sharing will accommodate depot sharing based on capacity and requirements for the MyCiTi operations.</p>

Yours sincerely,



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**For:  
Director: Supply Chain Management**

**ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 142S/2024/2025**

At **CAPE TOWN** on this ..... day of **FEBRUARY 2025**

Signature: .....

Name of Signatory: .....  
(In ink and capitals)

TENDERER: .....  
(Name of firm in ink and capitals)

**PART 1: REPLACEMENT PAGES TO TENDER  
142S/2024/2025**

# THE TENDER

## T.1 GENERAL TENDER INFORMATION

<b>TENDER ADVERTISED</b>	:	<b>FRIDAY, 6 DECEMBER 2024</b>
<b><u>COMPULSORY CLARIFICATION MEETING</u></b>	:	<p><b><u>Time: 10:00 on 11 FEBRUARY, 12 FEBRUARY AND 13 FEBRUARY 2025</u></b></p> <p><u>(Compulsory clarification meeting in-person or virtually. Noting tenderers must attend the compulsory clarification meeting.)</u></p>
<b><u>VENUE FOR CLARIFICATION MEETING</u></b>	:	<p><b><u>1ST FLOOR, GREG PILLAY BOARDROOM, GOODWOOD FIRE STATION, C/O FRANS CONRADIE AND HUGO STREET, GOODWOOD, CAPE TOWN</u></b></p> <p><b>AND ALSO VIA MICROSOFT TEAMS</b></p> <p><b>Microsoft Teams meeting</b> link details:</p> <p>Meeting ID: 328 762 574 414</p> <p>Passcode: mh7oG9zx</p> <p><b>Microsoft Teams meeting</b> (virtual meeting on Microsoft Teams):</p> <p><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzBkNTlyZmYtNjQ3NS00OTRILWJINDUtMTA3ZjUxYzlmODM3%40thread.v2/0?context=%7b%22id%22%3a%2264e0d454-c210-4fcc-ba52-ba5914a0cd46%22%2c%22oid%22%3a%220cde8f59-e7cd-4194-b86d-0cfb5121f56e%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzBkNTlyZmYtNjQ3NS00OTRILWJINDUtMTA3ZjUxYzlmODM3%40thread.v2/0?context=%7b%22id%22%3a%2264e0d454-c210-4fcc-ba52-ba5914a0cd46%22%2c%22oid%22%3a%220cde8f59-e7cd-4194-b86d-0cfb5121f56e%22%7d</a></p>
<b><u>SITE VISITS</u></b>		<p><u>Depot and bus inspections shall be arranged by the City and will not be compulsory but strongly recommended. Details of these will be clarified at the compulsory clarification meeting on 11 February 2025</u></p>
<b><u>VENUE FOR SITE VISITS</u></b>	:	<p><b><u>MEETING LOCATION: 1ST FLOOR, GREG PILLAY BOARDROOM, GOODWOOD FIRE STATION, C/O FRANS CONRADIE AND HUGO STREET, GOODWOOD, CAPE TOWN</u></b></p> <p><b><u>TRAVEL TO MyCiTi DEPOTS IN CAPE TOWN (ATLANTIS, STABLES, PRESTWICH, CAPE TOWN AND HOUT BAY)</u></b></p>
<b>TENDER BOX &amp; ADDRESS</b>	:	<p><b>Tender Box as per front cover</b> at the <b>Tender &amp; Quotation Boxes Office</b>, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must</p>

be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 142S/2024/25: - TENDER DESCRIPTION: PROVISION OF MYCITI PHASE 1: STAGE 2 PUBLIC TRANSPORT SERVICES ON BEHALF OF THE CITY OF CAPE TOWN**", the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed before the closing date.

**CCT TENDER REPRESENTATIVE**

: For enquiries, please contact:

Email: [SCM.Tenders15@capetown.gov.za](mailto:SCM.Tenders15@capetown.gov.za)

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

**Price Schedule 1: Contract Area A**

**Section A: Overhead costs**

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

**Section B: Scheduled services**

Item	Description	Unit of measure (per notional month)	Rate (excl. Vat)
<b>2.</b>	<b>Vehicle fixed cost per notional month</b>		
2.1	18m bus (Type A)	per vehicle	
2.2	12m bus (Type B)	per vehicle	
2.3	12m bus (Type C)	per vehicle	
2.4	9m bus (Type D)	per vehicle	
2.5	9m bus (Type D) – Surplus Vehicles only	per vehicle	
<u>2.6</u>	18m bus (Type E)	per vehicle	
<u>2.7</u>	12m bus (Type F)	per vehicle	
<u>2.8</u>	7m midibus (23 seats)	per vehicle	
<u>2.9</u>	6m minibus (16 seats)	per vehicle	
<b>3.</b>	<b>Operational staff cost per notional month</b>		
3.1	Drivers	per driver	
3.2	Regulators	per regulator	
<b>4.</b>	<b>Operating cost per vehicle type</b>		
4.1	18m bus (Type A)	per km	
4.2	12m bus (Type B)	per km	
4.3	12m bus (Type C)	per km	
4.4	9m bus (Type D)	per km	
4.5	18m bus (Type E)	per km	
4.6	12m bus (Type F)	per km	
4.7	7m midibus (23 seats)	per km	
4.8	6m minibus (16 seats)	per km	

**Section C: Capital repayment costs**

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

**Price Schedule 2: Contract Area B**

**Section A: Overhead costs**

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

**Section B: Scheduled services**

Item	Description	Unit of measure (per notional month)	Rate (excl. Vat)
<b>2.</b>	<b>Vehicle fixed cost per notional month</b>		
2.1	18m bus (Type A)	per vehicle	
2.2	12m bus (Type B)	per vehicle	
2.3	12m bus (Type C)	per vehicle	
2.4	9m bus (Type D)	per vehicle	
2.5	9m bus (Type D) – Surplus Vehicles only	per vehicle	
<u>2.6</u>	18m bus (Type E)	per vehicle	
<u>2.7</u>	12m bus (Type F)	per vehicle	
<u>2.8</u>	7m midibus (23 seats)	per vehicle	
<u>2.9</u>	6m minibus (16 seats)	per vehicle	
<b>3.</b>	<b>Operational staff cost per notional month</b>		
3.1	Drivers	per driver	
3.2	Regulators	per regulator	
<b>4.</b>	<b>Operating cost per vehicle type</b>		
4.1	18m bus (Type A)	per km	
4.2	12m bus (Type B)	per km	
4.3	12m bus (Type C)	per km	
4.4	9m bus (Type D)	per km	
4.5	18m bus (Type E)	per km	
4.6	12m bus (Type F)	per km	
4.7	7m midibus (23 seats)	per km	
4.8	6m minibus (16 seats)	per km	

**Section C: Capital repayment costs**

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

**Price Schedule 3: Contract Area C**

**Section A: Overhead costs**

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

**Section B: Scheduled services**

Item	Description	Unit of measure (per notional month)	Rate (excl. Vat)
<b>2.</b>	<b>Vehicle fixed cost per notional month</b>		
2.1	18m bus (Type A)	per vehicle	
2.2	12m bus (Type B)	per vehicle	
2.3	12m bus (Type C)	per vehicle	
2.4	9m bus (Type D)	per vehicle	
2.5	9m bus (Type D) – Surplus Vehicles only	per vehicle	
<u>2.6</u>	18m bus (Type E)	per vehicle	
<u>2.7</u>	12m bus (Type F)	per vehicle	
<u>2.8</u>	7m midibus (23 seats)	per vehicle	
<u>2.9</u>	6m minibus (16 seats)	per vehicle	
<b>3.</b>	<b>Operational staff cost per notional month</b>		
3.1	Drivers	per driver	
3.2	Regulators	per regulator	
<b>4.</b>	<b>Operating cost per vehicle type</b>		
4.1	18m bus (Type A)	per km	
4.2	12m bus (Type B)	per km	
4.3	12m bus (Type C)	per km	
4.4	9m bus (Type D)	per km	
4.5	18m bus (Type E)	per km	
4.6	12m bus (Type F)	per km	
4.7	7m midibus (23 seats)	per km	
4.8	6m minibus (16 seats)	per km	

**Section C: Capital repayment costs**

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

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

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

**Section E: Bus refurbishment**

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

**Section F: Prime cost sums**

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

**Section G: Provisional sums**

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

<u>11.3</u>	Staff training costs	Provisional sum	R 21 000 000.00
<u>11.4</u>	Contract transition costs	Provisional sum	R 12 000 000.00

**Section H: Contingency sum**

<b>Item</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Rate</b>
12.1	General items	Percentage	2%

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

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

**Section E: Bus refurbishment**

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

**Section F: Prime cost sums**

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

**Section G: Provisional sums**

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

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

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

**Section E: Bus refurbishment**

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

**Section F: Prime cost sums**

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

**Section G: Provisional sums**

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

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

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

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

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

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

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

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

12m Scania HF (Type F)	18	-	-	18
9m Optare LF (Type D)	37	8	21	66
7m midibus	TBD	TBD	-	TBD
6m minibus	TBD	TBD	-	TBD
<b>TOTAL</b>	<b>75</b>	<b>14</b>	<b>21</b>	<b>110</b>
Percentage of total Ph1	34%			34%

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

Percentage of total Ph1 39% 33%

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

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

The minimum amount to be paid by the VOC to both regulator and drivers' rates must not be less than the rate as prescribed by SARPBAC.

- 5.19 The estimated monthly quantities on which the rates should be based are provided in the table below



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## 5 INFRASTRUCTURE

This section describes the infrastructure for MyCiTi Phase 1 Stage 2. Detailed information is provided in [Appendices C to E](#).

### 5.1 MyCiTi Phase 1A stops and stations

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

#### 5.1.1 Stops

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

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

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

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

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

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

## 6 FLEET

### 6.1 Introduction

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

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

#### 6.1.1 Existing fleet composition and usage

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

**Table 6-1: Phase 1 Stage 2 Vehicles**

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

HF: High Floor LF: Low Floor/Low Entry

**Please note that the City reserves the right to transfer surplus buses (buses in excess of peak buses and notional 15% engineering spares) to any other MyCiTi Operator at its sole discretion. Section 6** discusses the vehicle specifications, servicing, and maintenance history of the Vehicles purchased over the years.

#### 6.1.2 New vehicles

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

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

### 6.1.3 Overview of maintenance obligations

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

- Obtaining and maintaining roadworthy and licence certificates in accordance with Applicable laws and ensuring that the Vehicles are in a roadworthy condition and in a state of good repair at all times.
- Performing pre-trip walk-around vehicle checks and regular checks of all oils, coolants, AdBlue and electrolyte levels and that such levels are correctly maintained.
- Repair of defects observed by VOC drivers and technical staff.
- Repair of defects including work to specialist components (to be undertaken by suitably qualified and accredited engine, gearbox or differential rebuilders which have been approved by the City). A City owned vehicle shall not be laid up in a state of disrepair for a period longer than one month unless the VOC can show that this was beyond the control of the VOC.
- In addition to other noted inspections, the VOC will be responsible to conduct scheduled technical inspections of the Vehicles, three (3) months after the first roadworthy inspection and every quarter thereafter using the checklist given in **Appendix G** or as determined in due course by the City. The VOC shall submit a copy of the completed CCT Vehicle Technical Inspections Sheet to the City within 48 hours of the inspection. The VOC is to rectify any "safety critical" defects immediately until which time the Vehicle is to be removed from use (safety critical defects means any defect that compromises the overall safety of the Vehicle including, but not limited to, defects within the brake, suspension and steering systems and tyres). The VOC is to repair all other defects identified by the inspection as soon as possible and within one week of the date of the inspection. The VOC is to forward to the City confirmation that this work has been completed.
- In addition to the VOCs own inspection regime, the VOC shall report the condition of all Vehicles to the City at not more than 2500km intervals or within 500km after the scheduled kilometres using the check list given in **Appendix G** or similar. The VOC will agree with the City the format for the report. The VOC shall submit a copy of the completed 2500km checklist to the City within 48 hours of the inspection. The VOC is to rectify any "safety critical" defects immediately until which time the Vehicle is to be removed from use (safety critical defects means any defect that compromises the overall safety of the Vehicle including, but not limited to, defects within the brake, suspension and steering systems and tyres). The VOC is to repair all other defects identified by the inspection as soon as possible and within one week of the date of the inspection. The VOC is to forward to the City confirmation that this work has been completed.
- ~~Presentation to the City and joint technical inspection of each Vehicle with the City every three months in accordance with a pre-arranged schedule.~~
- Brake testing at 5 000km intervals or within 500km after the scheduled kilometres (to coincide with relevant 2 500 km inspection).
- Scheduled services at specified intervals or within 1 000km before or after the scheduled kilometres.
- Tyre replacement and management (including the repair of the punctures).
- Accident repairs and their management including insurance claims.
- Providing a 24-hour standby breakdown service including towing.
- Technical inspections and warranty claim management.
- Inspection and repair of ITS equipment to be maintained by the VOC as defined in **Appendix G**.
- Notification of need for others to attend to ITS equipment that is not the responsibility of the VOC to maintain as defined in.

- Ensuring that all boarding ramps and doors work at all times and pre-trip testing using the supplied test rig at depots or any updated monitoring system giving the status of the Vehicle or station door communication system, its repair if a fault is identified as the responsibility of the VOC otherwise the notification of others to attend to the defect.
- Provision of all general and special tools and equipment unique to a particular bus model (including diagnostic equipment and user licences).

### **6.1.6 New Vehicles: Servicing and maintenance regime for new vehicles**

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

### **6.1.7 Spare parts and lubricants for City-owned Vehicles**

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

### **6.1.8 Maintenance staff training**

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

## **6.2 Bus Refurbishment**

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

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

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

The existing Optare (D) and Scania (E and F) Vehicles are being partially refurbished by the Phase 1A VOCs in accordance with the requirements agreed with the City. It is envisaged that no further refurbishment will be required for these Vehicles. Should the Phase 1A refurbishment programme not be completed before that contract terminates, the City will require the Phase 1 Stage 2 VOC to undertake any remaining work with payment made by the City through rates, as per the Price Schedule. The scope for a partial refurbishment is given in **Appendix G**.

### **6.2.3 Refurbishment of VOC owned vehicles**

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

## 6.5 Functions of the City's Fleet Management Team

### 6.5.1 Overview of City's Fleet Management Team

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

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

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

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

The City's Fleet Management Team shall be entitled to undertake random technical inspections of any Vehicle that is standing in the "ready line" at a depot or staging area and/or "bus jumping" a bus in service. Random inspections may include full pit inspections if required by the Fleet Officer.

The City's Fleet Management team will forward a copy of its findings to the VOC as a Defect Notice which includes specified time for repair.

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

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

### 12.3.3 Labour

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

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

### 12.4 VOC corporate governance

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

### 12.5 Bus ownership

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

### 12.6 Procurement of additional vehicles

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

#### 12.6.1 Vehicles required due to increase in demand

The City may decide to purchase new Vehicles for the VOC to operate where new operating rates will apply. Or the City may instruct the VOC to procure new vehicles, under terms of conditions which may include new operating rates or a capital repayment rate for the remainder of the contract.

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

#### 12.6.2 Vehicles approaching the end of their commercial life

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

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

#### 12.6.3 Vehicles replaced due to accident damage, fire or theft

Although the City will be responsible for comprehensive vehicle insurance for City owned vehicles, the VOCs carry

the risks regarding such vehicles as set out in **Section 7**. The City may instruct the VOC to replace a City vehicle that has been stolen or scrapped due to fire or accident damaged.

#### **12.6.4 Capital repayment costs**

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

- 1.2.142 **“Vehicle Refurbishment Schedule”** means a detailed schedule, setting out a proposed program of Vehicle refurbishment, or where such refurbishment is categorised by the City as a full refurbishment or a partial refurbishment, and which is subject to the City exercising its sole discretion in determining and managing, the refurbishment to be undertaken by the Operator over the period of the Contract and which schedule will preliminarily include but not be limited to the following:
- 1.2.142.1 Identification of each specific Vehicle, including the month and year in which the particular Vehicle is proposed to undergo refurbishment and the estimated costs of such refurbishment; and
- 1.2.142.2 the Operator shall update the schedule annually, to account for all Vehicles which have already undergone refurbishment (include date/s and details of the refurbishment on completion) and/or any additional Vehicles that may have been acquired by the Operator (with the prior approval of the City) since the schedule was last updated;
- 1.2.143 **“Vehicle Refurbishment Standards”** means the standards to be adhered to by the Operator when undertaking the refurbishment of a Vehicle, as specified in **Appendix G** of the Operational Specifications and as may be amended by the City from time to time;
- 1.2.144 **“VOC”** or **“Vehicle Operating Company”** means Operator appointed by the City to render the Services or part thereof as provided for in the Contract and is also referred to the “Supplier” in the Tender;
- 1.2.145 **“Warranty”** means the warranties given to the City by the Operator in clause 77.
- 1.3 In addition to the definitions in **clause 1.2**, unless the context requires otherwise:
- 1.3.1 any definition in the Agreement, shall bear the same meaning and apply throughout the Contract including all Annexures to the Agreement and Appendices of the Operational Specifications, unless otherwise stated or inconsistent with the context in which it appears;
- 1.3.2 in the event of conflict between the Operational Specifications and this Agreement, the Agreement shall prevail;

- 38.4.1 The Operator will earn positive points for scoring above the MPS and negative points for scoring below.
- 38.4.2 A net positive score indicates that the Operator is rendering the Services in a manner that meets or exceeds the City's minimum required standards, resulting in an incentive amount being paid to the Operator.
- 38.4.3 A net negative score will indicate inadequate performance by the Operator and will result in a deduction being imposed as a penalty in accordance with the MPS and the penalty schedule provided for in **Annexure B** to the Agreement.
- 38.4.4 The scoring will take place on a quarterly basis i.e. three-month cycle in order to determine performance by the Operator to adhere to the KPIs and MPS and quarter will commence on the Service Commencement Date.
- 38.5 Subject to the MyCiTi Performance Management System, the Operator shall, once acquired, maintain accreditation in respect of the Road Transport Management System (RTMS) and also with ISO9001 (collectively, the "Quality Management System Accreditation" or the "QMS Accreditation"), and ensure its compliance therewith is in order for the duration of the Contract. The Operator shall be obliged to ensure that such accreditation is updated from time to time to account for any superseding version of the aforementioned quality management systems, and to ensure that it meets all the standards and service levels outlined in **Annexure B** to the Agreement.
- 38.6 The Operator shall notify the City immediately if its QMS Accreditation (or any constituent part thereof) is lost or withdrawn at any time during the term of the Contract .
- 38.6.1 In the event of such loss or withdrawal of accreditation, the QMS Penalty amount shall become due and payable monthly (commencing immediately after the expiry of a 30 (thirty) Calendar Day period afforded to the Operator following the loss or withdrawal of accreditation) until such time as the QMS accreditation or relevant part thereof, is reinstated.
- 38.6.2 The City shall at all times be entitled to impose a lesser penalty on the Operator (at the City's sole discretion), if the Operator notifies the City voluntarily of the loss or withdrawal of its QMS Accreditation or part thereof.
- 38.7 If the Operator fails to procure the ISO 9001 accreditation but ensures that such accreditation is obtained prior to the Service Commencement Date or alternatively within a period of 12 (twelve) months after the Commencement Date, the Parties agree that:

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Figure 2-5: Example of a standard MyCiTi stop

### 2.4.3 Depots and staging areas

Depots and staging areas are key components in the MyCiTi system. Their primary function is a location for fleet management and maintenance of Vehicles, but their location is also of critical importance to eliminate or reduce positioning kilometres and effectively assist in network operations. Details of the depots and staging areas are provided in more detail in [Section 5](#).

## 2.5 Contract type and costing

The cost of operating MyCiTi Services will be paid by the City to the VOCs on a gross cost basis, comprising components of the Consideration as defined in the Agreement. Tendered rates will be subject to monthly escalation from the defined base month, as per the escalation formula provided in [Annexure C of the Agreement](#). A summary of the contracting parameters is provided in [Section 12](#).

## 2.6 Fare systems, structure, and design

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

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

### 5.1.2.2 Feeder stations

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

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

### 5.1.2.3 Repurposing of stations

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

## 5.1.3 Station Management

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

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

## 5.1.4 Cooperation with MyCiTi Contractors

The City will require the VOCs to enter into Co-operation Agreements among the VOCs, and where applicable, with any MyCiTi Contractors as may be required, to ensure proper execution of services and defined roles and responsibilities. A pro-forma agreement is provided in **Annexure F the Agreement**. Where any of the parties fail to reach consensus on the content of the Co-operation Agreement, the City may determine the outcome through service notices issued to the relevant parties.

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

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

### 9.3.1 Penalties

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

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

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

### 9.3.2 System Performance Indicators (SPIs)

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

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

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

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

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

## 12.7 Depots

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

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

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

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

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

## 12.8 Basis of Payment to the VOCs

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

- a) Report upon and deducting trips that have run late or failed to operate;
- b) Attached to it a copy of the service notices attached, to prove authority for additional trips;
- c) A copy of any penalty notices applicable (deducted from the invoice as appropriate).

The City will compare such invoice with the scheduled kilometres that have been operated as confirmed by the control centre tracking system. The basis of payment to the VOC is provided for in the Price Schedule and provided for in the Agreement.

## 12.9 Contract price adjustment

All rates, as per Price Schedule, will be adjusted monthly, based on a basket of escalation factors and weightings, an example of which is indicated below and shown in **Annexure C of the Agreement**:

Adjustment = 29% of **SARPBAC index** x (current month indices) / (base month indices) +  
22% of **CPI (Non SARPBAC staff)** x (current month indices) / (base month indices) +  
46% of **CPI (Other)** x (current month indices) / (base month indices)

## 12.10 Planned and guaranteed kms

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



