

TENDER NO. 106S/2025/26



SCM – 510

Approved by Branch Manager: 15/07/2024

Version: 6.4

Page 1

CONTRACT DOCUMENT

FOR THE

**TERM TENDER FOR DESIGN, BUILD, OPERATION AND
MAINTENANCE OF THE MYCITI AUTOMATED FARE
COLLECTION (AFC) SYSTEM**

THE TENDER

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 41** of this document
- Tender Preference Claim Form in **C.5.1 Schedule 23** of this document

ISSUED BY:

**DIRECTORATE:
URBAN PLANNING
CITY OF CAPE TOWN**
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

COMPILED BY:

**ENGINEERING AND ASSET
MANAGEMENT
DESIGN AND CONTRACTS:
QUANTITY SURVEY**
38 Wale Street
CAPE TOWN
8001

FOR OFFICIAL USE.

Tender Serial No.:

**Signatures of City Officials at Tender
Opening**

1.

2.

3.

July 2025

**NAME OF TENDERING
ENTITY**

**EMAIL ADDRESS OF
TENDERING ENTITY**

**FAX NUMBER OF
TENDERING ENTITY**

NATURE OF TENDER OFFER (please indicate below)

Main Offer (see clause
C.2.12)

Alternative Offer (see
clause C.2.12)

Not Applicable

CITY OF CAPE TOWN

DIRECTORATE: URBAN MOBILITY- PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM.

General Tender Information

TENDER ADVERTISED	:	7 November 2025
ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION	:	N/A
For SITE VISIT/CLARIFICATION MEETING	:	Time: 10h00 on 25 November 2025 A non-compulsory hybrid clarification meeting with representatives of the Employer will take place at the below venue in person, as well as virtually via Teams on 25 November 2025 at 10:00am.
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Hybrid meeting at the Transport Management Centre (TMC, Platinum Boardroom), Corner of Smartt Road and Hugo Street, Goodwood, location link: https://maps.app.goo.gl/A4i6wfv3Gt4qjPS8 OR Online via Microsoft Teams link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODY4ZjYjYjctY2RjNi00OWVjLWE3NGEtODUzN2NIN2Q1Yzhj%40thread.v2/0?context=%7b%22Tid%22%3a%22ff731495-b3c8-44b3-93f8-6fca8fc5a699%22%2c%22Oid%22%3a%22a32ff38-2a71-4bbf-a9ba-752283be4096%22%7d
CLOSING DATE	:	11 December 2025
CLOSING TIME	:	10h00
TENDER BOX & ADDRESS	:	Tender Box 229 at the Tender & Quotation Box Office , 2 nd 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 documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, 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. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

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'

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

T1.1 Tender Notice and Invitation to Tender

THE CITY OF CAPE TOWN, URBAN MOBILITY, PUBLIC TRANSPORT SYSTEMS, INVITES TENDERS FOR TENDER No. 106S/2025/26: DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM.

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Supplier Databases are not precluded from submitting tenders but must however be registered upon being requested to do so in writing and within the period contained in such a request.

CIDB contractor grading designation requirements is not applicable to this tender.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations and the City of Cape Town's Supply Chain Management Policy (SCM Policy). Furthermore, in terms of these Regulations and the SCM Policy, tenderers are required to meet the HDI and/or RDP specific goals.

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 15:00 from 7 November 2025.

A non-refundable tender fee of R200.00 payable by cash or Electronic Funds Transfer (EFT) in favour of the City of Cape Town, is required on collection of the tender documents.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at via email Popia@capetown.gov.za. Additional contact details are provided in clause C.1.6.5.6 of the Tender Data.

Queries relating to any issues in these documents may be addressed to scm.tenders8@capetown.gov.za. A non-compulsory clarification meeting (Hybrid) with representatives of the Employer will take place at 10h00 on Tuesday 25 November 2025 starting at 10:00.

The closing time for receipt of tenders is 10:00 on 11 December 2025.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Pricing Schedules in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



Transport Management Centre
Smartt Rd, Richmond Estate, Ca
-33.895885, 18.562942

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM.

LOCALITY PLAN – SITE VISIT/CLARIFICATION MEETING VENUE

Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za), which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

C.1 General

C.1.1 Actions

C.1.1.1 Add the following:

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 tender 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 Employer of any other remedies available to it as described in the SCM Policy and / or applicable law.

The Employer is the City of Cape Town ("City" or "CCT"), represented by the Director: Urban Mobility: Public Transport Systems..

C.1.2 Tender Documents

Add the following:

The documents issued by the employer for the purpose of this tender, is described in the **Contents** page preceding **Part T1: Tendering Procedures** of this document.

In addition to the above, the following further documents are part of the tender:

VOLUME 1: Electronically provided Site Information

https://drive.google.com/drive/u/1/folders/1jrWJT1wCoZbzMpoiRq62IB_g9vFWCAg

VOLUME 2: FIDIC, (2008) Conditions of Contract for Design, Build and Operate Projects (Gold Book), 1st Edition, Geneva. FIDIC | International Federation of Consulting Engineers. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 3 All data communication networks and electrical installations shall be in accordance with nationally recognized interface standard and regulations such as those published or adopted by SANS and ICASA, including ISO, IEC, IEEE SAE standards where applicable. These publications are available, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001, <https://www.iso.org/store.html> or

The standard forms of contract and the applicable reference standards may also be reviewed, by appointment, at the offices of the Employer's Agent during normal office hours.

- C1.2.1 The employer will only issue tender documents through its Tender Distribution Office as described on **T1.1 Tender Notice and Invitation to Tender**. Bidders who obtain documents through any means other than described herein, will not be known to the employer and may thus not receive tender notices and addendums.
- It is the responsibility of bidders who obtain documents through any means other than described herein to notify the employer in accordance with C1.4 of these tender conditions that they are participating in the tender. The employer accepts no liability for any tender notices or addendums not reaching any bidders who obtained documents through any means other than described herein.
- C1.4 **Communication and Employer's Agent**
- Delete the first sentence of the clause and replace with the following:*
- Verbal or any other form of communication, from the Employer, 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 Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.
- The Employer's contact details are:
- Address: City of Cape Town
Transport Management Centre
Corner of Hugo and Smartt streets
Goodwood
7460
E-mail: cm.tenders8@capetown.gov.za
- C1.5 **Cancellation and Re-Invitation of Tenders**
- Delete the full stop at the end of C.1.5.1 d) and replace with or Add the following after C.1.5.1 d):*
e) the parties are unable to negotiate market related pricing.
- C1.6.2 **Competitive negotiation procedure**
- Add the following to C.1.6.2.1:*
A competitive negotiation procedure will not be followed.
- C1.6.3 **Proposal procedure using the two-stage system**
- Add the following to C.1.6.3 and C.1.6.3.1:*
A two-stage system will not be followed.
- Add the following after C.1.6.3.2.2*
- C1.6.4 **Nomination of Standby Supplier**
- Standby Supplier 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 standby supplier in terms of the procedures included in its SCM Policy.
- C1.6.5 **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**
- C1.6.5.1 **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. []
- C1.6.5.2 **Appeals**
- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written

notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.5.3 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 and Promotion of Access to Information Act.

C.1.6.5.4 All requests referring to sub clauses C.1.6.4.1 and C.1.6.4.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager Directorate

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

C.1.6.5.5 All requests referring to clause C.1.6.4.2 3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Office of the City Manager 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

C.1.6.5.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

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

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Office of the City Manager 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: Popia@capetown.gov.za.

C.1.6.5.7 Compliance to the City's Appeals Policy.

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

The current approved administration fee is R200.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as annexure 'B' (see Schedule 24). Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966**. You are required to send proof of payment when lodging your appeal. Should the payment of the administration fee of R200.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

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

C.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 Tender Distribution 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).

C.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.

C.2 Tenderer's Obligations

C.2.1 Eligibility

C.2.1.1 *Delete the clause and replace the following:*

Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL aspect with the tender conditions, specifications, pricing instructions and contract conditions. |

Add the following after C.2.1.2:

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.4.1 **Construction Industry Development Board (CIDB) Registration**

No CIDB registration requirements are applicable to this tender. |

C.2.1.4.2 **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 **Compulsory Enterprise Questionnaire** 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 behalf (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 Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive based on the conditions contained thereon (applicable schedules 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 Employer 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.

C.2.1.4.3 **Eligibility Criteria I**

To be declared responsive, the tenderer must have the following minimum key personnel in its permanent employ at the close of tender. Alternatively, a letter of undertaking from an individual confirming they undertake to attend to the specific role if awarded or a signed undertaking from a sub-contracting firm with the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking detailing the duration of the undertaking and guarantee of skills must be attached to Schedule 11. Certified copies of qualifications (for NQF level determination) must also be submitted as part of the Schedule 11 response to this tender.

The tenderer must provide only one specific person per key position. The Contractor's Representative, a position required by the FIDIC Conditions of Contract, shall be fulfilled by either the Contract or Project Manager listed below.

Minimum key personnel are:

Table 1: Minimum Key Personnel Requirements

	Minimum Key Personnel	Qualifications
(a)	1 x Contract manager	
	Job Description: The contract manager will oversee and manage all contractual agreements between the Employer and all other suppliers; vendors associated with the AFC system. The role involves ensuring compliance, mitigating risks, and monitoring performance to fulfil contractual obligations.	NQF 7 (Bachelor's degree, B-Tech or Advanced Diploma in Engineering, Commerce, Information Technology or Law).
(b)	1 x Project manager	
	Job Description: Responsible for planning, organizing, and overseeing the completion of the AFC project within the defined scope, budget, and time constraints.	NQF 7 (Bachelor's degree, B-Tech or Advanced Diploma in Engineering, Commerce or Information Technology).
(c)	1 x Technical/Maintenance manager	
	Job Description: Responsible for ensuring the efficient operation and maintenance of all physical assets and overseeing maintenance teams. This role involves planning, implementing, and managing maintenance schedules, monitor and improve maintenance processes.	NQF 6 (National Diploma or an Advanced Certificate in Electronic Engineering, ICT or similar).
(d)	1 x Senior Maintenance technician	
	Job Description: Supporting Technical / Maintenance manager in ensuring the efficient operation and maintenance of all physical assets and overseeing maintenance teams. Support the implementation, planning, repair and maintenance schedules associated with maintenance processes of all hardware and software.	NQF 4 (Grade 12 (National Senior Certificate) and National (vocational) Cert. level 4 in Electronic Engineering, ICT or similar).
(e)	1 x Systems Administrator	
	Job Description: Support, troubleshoot, and maintain AFC system related computer servers, components, software and networks. Perform data analytics of the AFC data and ensure correct operations of the entire system. Ensure that all AFC operations and reporting are adhered to.	NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in ICT, Data Analytics or relevant field.)

Key personnel may not be replaced during the tender process. Should it become necessary to replace any of the key personnel listed above after contract award, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the prior written approval of the Employer. Non-South African qualifications should be accompanied by a SAQA Certificate of Evaluation (SCoE) indicating the recognition of the foreign qualification to be similar or better of the minimum stated South African qualification. Tenderer's must provide an organogram indicating all key and supporting personnel as part of the return documents submitted with Schedule 11.

To be declared responsive, the tenderer must provide proof of successful implementation and commissioned of one Automatic Fare Collection (AFC) system project, to the value of ≥R 75 million excluding VAT. Project proof must be in the form of a taking over certificates or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase. Projects must have been completed within the last 10 (ten) years prior to the tender closing date. Projects older than this will not be considered. Tenderers must complete Schedule 12: Entity Track Record to demonstrate the minimum eligibility experience and any further experience required as part of the functionality scoring as indicated in 2.1.4.4 below.

2.1.4.4 Minimum score for functionality

In order to be declared responsive, the tenderer must achieve at least the minimum score for functionality as indicated below:

- a) Tenderers may provide proof of having successfully implemented and commissioned Automatic Fare Collection (AFC) system projects additional to the one AFC system project required for eligibility

indicated in 2.1.4.3 above. The value of these additional projects must have been equal or more than R75 million excluding VAT per project implementation and commissioning must have been completed.

The tenderer must provide proof of successful implementation of the project in the form of a taking over certificate or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase, clearly indicating the value of the project.

Where the experience was obtained as part of a Joint Venture, consortium or partnership, the tenderer must indicate what portion of the work was completed by the main tendering entity and multiply this with the project value. For example, if a tenderer implemented 50% of an AFC system to the value of R 18 million, then the project value would effectively amount to 50% * R 18 million = R 9 million.

The work experience presented in compliance with **Schedule 12** must be that of the tendering entity, and not of a subcontractor or key staff members whom they intend to second for the project. Projects must have been completed within the last 10 (ten) years prior to the tender closing date. Projects older than this will not be eligible, since technology and has advanced significantly in the past 10 years.

To be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

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

Table 2: Summary of Functional Criteria

Item	Description of functionality criteria	Maximum score
1	Relevant Experience of the Tendering Entity (SCHEDULE 12: RELEVANT EXPERIENCE OF THE TENDERING ENTITY)	40
2	Key Resources (Experience and qualifications to be provided) (SCHEDULE 11: CV AND PROJECT EXPERIENCE OF KEY STAFF)	30
3	Proposed Work and Migration Plan (SCHEDULE 15: PROPOSED WORK PLAN AND MIGRATION PLAN)	10
4	Tendering Entity's Proposed Technical and System Information (SCHEDULE 13: TECHNICAL RESPONSES TO TENDER SCOPE – BANDWIDTH REQUIREMENT) and (SCHEDULE 25: TECHNICAL RESPONSES TO TENDER SCOPE – AFC System Back office and Peripheral Equipment)	20
	Maximum Total:	100
	Score (Minimum required score = 70% of maximum score)	70

The minimum score for functionality is 70% of maximum score. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

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.

- b) A more detailed explanation of the functionality criteria is given below:

Table 3: Relevant Experience of the Tendering Entity

1. RELEVANT EXPERIENCE OF THE TENDERING ENTITY (SCHEDULE 12)			
The tenderer must provide proof of successful implementation of the projects in the form of a taking over certificates or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase. Projects must have been completed within the last 10 (ten) years prior to the tender closing date. Projects older than this will not be scored.			
1.1	Experience of Automatic Fare Collection (AFC) system projects (SCHEDULE 12: SCHEDULE OF WORK EXPERIENCE OF TENDERER) - Eligibility		
a)	ELIGIBILITY (See 2.1.4.3, page 8)		
	To be declared responsive, the tenderer must provide proof of successful implementation and commissioned of one Automatic Fare Collection (AFC) system project, to the value of ≥R 75 million excluding VAT. Project proof must be in the form of a taking over certificates or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase. Projects must have been completed within the last 10 (ten) years prior to the tender closing date. Projects older than this will not be considered.		
1.2	Experience of Automatic Fare Collection (AFC) system projects (SCHEDULE 12: SCHEDULE OF WORK EXPERIENCE OF TENDERER) - Functionality		Possible Maximum Score = 40
b)	FUNCTIONALITY SCORE PROJECTS (See 2.1.4.4, page 9)		
	Tenderers may provide proof of having successfully implemented and commissioned Automatic Fare Collection (AFC) system projects additional to the one AFC system project required for eligibility indicated in 2.1.4.3 above. The value of these additional projects must have been equal or more than R75 million excluding VAT per project implementation and commissioning must have been completed.		
	The tenderer must provide proof of successful implementation of the project in the form of a taking over certificate or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase, clearly indicating the value of the project.		
	Experience of Automatic Fare Collection (AFC) system projects (SCHEDULE 12: SCHEDULE OF WORK EXPERIENCE OF TENDERER)		Functional Sub Item Score Allocation
	i	Evidence of a second project, additional and above the eligibility requirement specified in paragraph 2.1.4.3, page 8, where the Tenderer has successfully implemented and commissioned another Automatic Fare Collection (AFC) system project, to the value of ≥R 75 million excluding VAT.	20
	ii	Evidence of a third project, additional and above the eligibility requirement specified in paragraph 2.1.4.3, page 8, and the project mentioned in 1.1(ii) above, where the Tenderer has successfully implemented and commissioned another Automatic Fare Collection (AFC) system projects, valued at ≥ than R 75 million excluding VAT.	40

Table 4: Key Resources Qualifications and Experience

2. CV AND PROJECT EXPERIENCE OF KEY STAFF (SCHEDULE 11)			Functional Criteria Total Possible Maximum Score = 30
Certified copies of qualifications (for stipulated NQF level) must be submitted by the Tenderer as foreseen in Schedule 11. Non-South African qualifications should be accompanied by a SAQA Certificate of Evaluation (SCoE) indicating the recognition of the foreign qualification to be similar or better than the minimum stated South African qualification. The tenderer shall provide only one specific person per key position. The Contractor's Representative, a position required by the FIDIC Conditions of Contract, shall be fulfilled by either the Contract or Project Manager listed below. Note that the Maintenance technician role comprises three positions, therefore three separate persons are required.			
a)	Contract Manager		Maximum Score = 6
i.	Minimum Qualification NQF 7 / Bachelor's degree, B-Tech or Advanced Diploma in Engineering, Commerce, Information Technology or Law or Business Administration.		
ii.	Experience	Maximum Possible Score = 6	
	➤ 0 to less than 5 years accumulated experience post qualification, specifically as a contract manager in AFC, ICT or electronic engineering related projects. The Project Manager must have proven experience in the implementation and management of FIDIC contractual frameworks.	0	
	➤ 5 to 10 years accumulated experience post qualification, specifically as a contract manager in AFC, ICT or electronic engineering related projects. The Project Manager must have proven experience in the implementation and management of FIDIC contractual frameworks.	4	
	➤ More than 10 years accumulated experience post qualification, as a contract manager in AFC, ICT or electronic engineering related projects. The Project Manager must have proven experience in the implementation and management of FIDIC contractual frameworks.	6	
b)	Project Manager		Maximum Score = 6
i.	Minimum Qualification NQF 7 / Bachelor's degree, B-Tech or Advanced Diploma in Engineering, Commerce or Information Technology.		
ii.	Experience		
	➤ 0 to less than 5 years accumulated experience post qualification specifically as a project manager in AFC, ICT, ITS or electronic engineering related projects.	0	
	➤ 5 to 10 years accumulated experience post qualification specifically as a project manager in AFC, ICT, ITS or electronic engineering related projects.	4	
	➤ More than 10 years accumulated experience post qualification specifically as a project manager in AFC, ICT, ITS or electronic engineering related projects.	6	
c)	Technical/Maintenance Manager		Maximum Score = 6
i.	Minimum Qualification NQF 6 / National Diploma or an Advanced Certificate in any technical field like electronic engineering, IT, or similar.		
ii.	Experience		

➤	0 to less than 5 years accumulated experience post qualification specifically as a technical/maintenance manager in AFC, ICT or electronic engineering related projects.	0	
➤	5 to 10 years accumulated experience post qualification specifically as a technical/maintenance manager in AFC, ICT or electronic engineering related projects.	4	
➤	More than 10 years accumulated experience post qualification specifically as a technical/maintenance manager in AFC, ICT or electronic engineering related projects.	6	
d)	Senior Maintenance Technician		Maximum Score = 6
i.	Minimum Qualification NQF 5 / Higher Certificate, Advanced National Vocational Certificate or an N4-6 National Qualification or better in a technical field like electronic engineering, IT, or similar.		
ii.	Experience		
➤	0 to less than 5 years accumulated work experience post qualification per technician in AFC, ICT or electronic engineering related projects.	0	
➤	5 to 8 years accumulated experience post qualification per technician in AFC, ICT or electronic engineering related projects.	4	
➤	More than 8 year's experience post qualification per technician in AFC, ICT or electronic engineering related projects.	6	
e)	Systems Administrator		Maximum Score = 6
i	Minimum Qualification NQF 7 / Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in ICT, Data Analytics or relevant field.		
ii	Experience		
➤	0 to less than 5 years accumulated experience post qualification specifically as a systems administrator in AFC, ICT or electronic engineering related projects.	0	
➤	5 to 10 years accumulated experience post qualification specifically as a systems administrator in AFC, ICT or electronic engineering related projects.	2	
➤	More than 10 years accumulated experience post qualification specifically as a systems administrator in AFC, ICT or electronic engineering related projects.	6	

Table 5: Proposed Work and Migration Plan

3. MIGRATION PLAN (SCHEDULE 15: PROPOSED WORK AND MIGRATION PLAN)			Functional Criteria Total Possible Maximum Score = 10
To be declared responsive, the tenderer must provide the information requested below:			
a)	Proposed Work Plan (Schedule 15)	Maximum Possible Score = 5	
	➤ Is a proposed Work / Project Plan included, which indicates the minimum tasks indicated in the Employer's Specifications, such as but not limited to:		
i	Operational milestones aligned with the FIDIC Gold Book contract structure and Employer Specifications	1	

ii	Operation of the legacy system whilst migration is not completed.	1
iii	Software development, if any, system configuration and data migration	1
iv	Maintenance plan;	1
v	Provision of training information and documentation.	1
b)	Proposed AFC Migration Plan (Schedule 15)	Maximum Possible Score = 5
Provide an AFC migration plan for migrating from the legacy AFC system to the new AFC system clearly indicating the following as a minimum		
i	Clear description of project scope and goals aligned with functional specification and timelines provided for various phases indicated in Employer's specifications.	1
ii	High level data mapping methodology to be utilised in the execution of the Services.	2
iii	High level testing strategy required to comply with Employer's Requirements.	1
iv	High level backup and roll back plan to ensure system operational retention and security.	1

Table 6: Technical and System Information

4. TECHNICAL AND SYSTEM INFORMATION		
(SCHEDULE 13: TECHNICAL RESPONSES TO TENDER SCOPE – Bandwidth Requirement). Tenderers shall provide corroboratory evidence to substantiate the answers provided in Schedule 13.		Possible maximum score = 2
4.1	Bandwidth Requirement	
i	Tenderers are required to provide a narrative as part of this returnable document, demonstrating the minimum bandwidth required, to ensure optimal AFC system functionality as per the required Employer Requirements. It is the Tenderer's responsibility to specifically indicate the bandwidth required and any special network requirements in order to achieve the bandwidth.	
Maximum marks for 4.1 can be allocated in accordance with the score as indicated in the right column. Marks will be allocated as follows:		
The tenderer has provided a high-level narrative that demonstrates the Tenderer's technical understanding of bandwidth requirements in order for the AFC System to function according to functionality requirements. The tenderer has indicated actual bandwidth required and network requirements in order to achieve the bandwidth.		2
The Tenderer has provided a response to 4.1 above but the response lacks insight or understanding the Employer's Requirements as to bandwidth requirements and/or the information provided by the Tenderer has omitted to indicate actual bandwidth required and/or network requirements to achieve bandwidth.		1
No response provided by the Tenderer		0
(SCHEDULE 25: TECHNICAL RESPONSES TO TENDER SCOPE – AFC System Back office and Peripheral Equipment). Tenderers shall provide corroboratory evidence to substantiate the answers provided.		Maximum Score = 10
4.2	AFC System back-office services and functionality	
i	The Tenderer must provide: ➤ A high-level narrative and technical drawings of the AFC System functionality and how it will operate; and ➤ A high-level narrative explaining and providing examples of the tenderer's open system architecture.	
ii	Provide a narrative indicating the reason for selecting Cloud based or on premise for the system hosting.	

iii	Provide a narrative of the Operating System and Database used for the back office / cloud system and indicate what software licenses are required.	
iv	Provide additional information of the Reporting proposed, call centre IVR, web site and mobile application that integrates with the back office	
v	Provide a narrative on how you plan to integrate with third party Apps and acquiring services, including detail about the API.	
Points for 4.2 will be allocated as follows:		
The tenderer has provided a high-level technical drawing with a supporting narrative, illustrating the Tenderer's technical understanding of the AFC System's primary functionality, open system and software licences required. The Tenderer's narrative further specifically deals with reporting, call centre IVR, web site and mobile application requirements that integrates with the back office as per the Employer's Requirements.		10
The Tenderer has provided a response to 4.2 above but the response has not deal with all of the items foreseen in i-v or some aspect of the response is not aligned with the Employer's Requirements.		5
No response provided by the Tenderer		0
4.3	Peripheral Equipment. The Tenderer must provide a narrative dealing with the following technical and system information.	Maximum Possible Score = 8
i	Indicating acceptance of agnostic fare media.	2
ii	Indicating acceptance of flexible fare types such as monthly, weekly and/or distance or zonal based fares.	2
iii	Indicating ability to interface with third party applications.	2
iv	Indicating ability to interface with existing legacy peripheral equipment and the Tenderer's ability to reuse/repurpose existing peripheral equipment.	2
Maximum marks for 4.3 can be allocated in accordance with the score as indicated in the right column for each subcategory for as far as the narrative complies with the Employer's Requirements. Individual subcategory marks will be allocated as follows:		
i.	If Peripheral Equipment is indicated to be completely fare media agnostic and complies with the Employer's Specifications = 2 marks. If Peripheral Equipment is indicated to be only capable of accepting some fare media or no response from the tenderer for the subcategory = 0.	
ii	If Peripheral Equipment is indicated to be able to accept flexible fare types at a minimum being monthly, weekly and/or distance or zonal based fares and complies with the Employer's Specifications = 2 marks. If Peripheral Equipment is indicated to be only capable of accepting some flexible fare types or no response from the tenderer for the subcategory = 0.	
iii	If system is designed to be third part application ready and complies with the Employer's Specifications = 2 marks. If system is indicated not to be designed ready to accept 3 rd party applications or no response from the tenderer for the subcategory = 0.	
iv	If Peripheral Equipment is indicated to be freely able to interface with existing peripheral equipment as well as the tenderer indicating that current Peripheral Equipment is reusable or can be repurposed and complies with the Employer's Specifications = 2 marks. If system cannot interface with the current peripheral equipment and/or the current peripheral equipment cannot be reused/repurposed or no response from the tenderer for the subcategory = 0.	

C.2.1.4.4 Compulsory clarification meeting

Tenderers may attend, in person or virtually, a **non-compulsory**, but highly recommended, clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

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

Details of the meeting(s) are stated in the General Tender Information.

C.2.1.4.5 Good standing with Bargaining Council

Not Applicable to this tender.

C.2.3 Check documents

Delete the clause and replace with the following:

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's Agent at once of any such problems identified

C.2.7 Clarification meeting

Add the following after the second sentence:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

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.

C.2.8 Seek Clarification

Add the following after the first sentence:

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 itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works 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 itself 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 Employer to clarify the requirements contained 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 Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.11 Alterations to documents

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12 Alternative tender offers

C.2.12.1 *Add the following to C.2.12.1 at the end of the first sentence:*

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Pricing Schedule, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions.

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 Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer 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 Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

C.2.13 Submitting a tender offer

Add the following to C.2.13.1 at the end of the first sentence:

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

C.2.13.5 *Delete the clause and replace with the following*

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then 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.

Add the following to C.2.13.6:

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

Add the following after C.2.13.9:

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Pricing Schedule, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- d) Where Addenda have been issued which amend the Pricing Schedule then the printed Pricing Schedule shall take these into account. The pages of the issued Pricing Schedule should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 Closing time

Add the following to C.2.15.1 after the first sentence:

C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 Tender offer validity

Add the following to C.2.16.1 after the first sentence:

C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.

C.2.16.2 *Delete the clause and replace with the following:*

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, unless the required extension is as a result of an appeal process or court ruling.

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

- C.2.17 **Clarification of tender offer after submission**
Add the following to C.2.17 at the end of the third sentence:
 A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.
- C.2.18 **Provide other material**
Delete the following word in C.2.18.1:
- C.2.18.1 notarized.
- Add the following to C.2.18.1 at the end of the first paragraph:*
 Provide, on written request by the Employer, where the transaction value (tendered amount) 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.
- Add the following after C.2.18.2:*
- C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider or internal official(s) appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.
- Failure to fully cooperate could result in a tender being declared as non-responsive.
- C.2.18.4 **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 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. 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 with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.
- C.2.23 **Certificates**
Add the following after the first sentence:
 The tenderer is required to submit the following:
- C.2.23.1 **Evidence of tax compliance**
 Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**.
- 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 day, 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.

C.2.23.2 **Preference Points for Specific Goals**

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

C.2.24 **Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the first sentence and replace with:

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. The issuing of addenda is subject to C1.2.1.

Add the following to C.3.2 at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C.3.4 Opening of tender submissions

Delete C.3.4.2 and replace with the following:

Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where possible, the amount of the bid and the preference indicated.

C.3.8 Test for responsiveness

C.3.8.2 *Replace the final sentence of C.3.8.2 with the following:*

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

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions and discrepancies

Add the following after clause C.3.9.2

C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer 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 Employer 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 Employer, but this shall be done without altering the tender offer in accordance with this clause.

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

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, 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 the tenderer's offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

C.3.11 Evaluation of tender offers

Add the following after clause C.3.11.1

C.3.11.2 General procurement procedures specific to this tender are set out in C.1.6.1. The Employer shall create, for tender evaluation purposes, a simulated (representative) project for the Design and Build of the AFC system. This representative project shall be indicative of the nature of works required for this project. The Employer shall have assigned quantities to the items in the Schedules of Rates for the execution of the representative project. The assigned quantities shall be multiplied by the

tendered rates submitted by the tenderers to obtain amounts that will be totalled to provide a financial offer for each tenderer for the representative project.

The financial offer required in terms of the Preferential Procurement Regulations, shall be determined by the sum of the representative project for each tenderer. Based on the tender evaluation points scored in terms of the Preferential Procurement Regulations, the responsive tenderers will be considered.

- C.3.11.3 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.
- C.3.11.4 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations.
- C.3.11.4.1 The preference point system applicable to this tender is either the 90/10 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system.

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

Table B2: Awards ABOVE R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) Above R50 mil	Evidence	Additional Guidance
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points	3	- B-BBEE certificate - Company Registration Certification - Central Supplier Database report	- South African National Accreditation System approved certificate or commissioned sworn affidavit - Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point	1	- Proof of disability - Company Registration Certification	- Medical certificate/ South African Revenue Services disability registration - Issued by the Companies and Intellectual Property Commission
4	Promotion of Micro and Small Enterprises Micro with a turnover up to R20 million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996) SME partnership, sub-contracting, joint venture or consortiums	3	- B-BBEE status level of contributor - South African owned enterprises - Financial Statement to determine annual turnover	- Specifically in line with the respective sector codes which the company operates, - South African National Accreditation System approved certificate or commissioned sworn affidavit - Certificate of incorporation or commissioned sworn affidavit - Latest financial statements (1 Year)
	Total points	10		

*Ownership: main tendering entity

- C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.
- C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.
- Points will be awarded to tenderers who are eligible for preferences in terms of the specific goals set out in the **Preference Schedule** which is included in C5.2 Returnable Schedules.
- C.3.11.4 **Risk Analysis**
Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:
- reasonableness of the financial offer
 - reasonableness of unit rates and prices
 - 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 Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
 - 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 Employer in determining the acceptability of the tender offer in terms of C.3.13).
- C.3.13 **Acceptance of tender offer**
- Delete C.3.13 a) and replace with the following):*
- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system., preventing participation in the employer's procurement,
- Add the following below C.3.13 f)*
If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).
- C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- reports of poor governance or unethical behaviour, or both;
 - association with known notorious individuals and family of notorious individuals;
 - poor performance issues, known to the City;
 - negative media reports, including negative social media reports;
 - adverse assurance (e.g. due diligence) report outcomes;
 - where the contractor has been restricted from doing business with the Employer; and
 - circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.
- C.3.13.2 The Employer reserves the right to nominate an standby supplier at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included its SCM Policy.
- C.3.13.3 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. The successful bidder shall, in addition, be advised of the 21-day appeal period, and be notified that no rights accrue to him/her until the bid is formally accepted in writing.
- C.3.13.4 The Employer 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.
- C.3.17 **Provide copies of the contract**
Add the following after the first sentence:
The number of paper copies of the signed contract to be provided by the Employer is one.

C.3.18 *Add the following after C.3.19*

C.3.19 Negotiations with preferred tenderers

The Employer 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 SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a reasonable price with any of the three highest scoring tenderers.

Annex C

(normative)

Standard Conditions of Tender

C.1.1 Actions

C.1.1.1 The employer 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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all 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 employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process 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.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her [duties impartially](#);
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's Agent

Each communication between the employer and a tenderer shall be to or from the Employer's Agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's Agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer 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 engineering and construction works specified in the invitation;
- 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.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer 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.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.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 employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.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.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

- C.2.10.1** 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 fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

- C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2** Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

- C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data 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 employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the employer will 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.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 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 employer as non-responsive.

C.2.15 Closing time

- C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the Employer's Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

- C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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 employer's request, the employer may regard the tender offer as non-responsive.

- C.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 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, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 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.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, 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.

C.3.8.2 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 Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer'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 the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or 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 quoted shall govern, and the unit rate shall be corrected.

- b) 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 pricing applies) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 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.

Annex G

(normative)

Alpha-numerics associated with the Contractor Grading Designations

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in CIDB Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, stormwater and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

Framework Contract Period: 36 Months from Commencement Date		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
CONTRACT NO. 106S/2025/26			
SCM – 510	Approved by Branch Manager: 15/07/2024	Version: 6.4	

CONTRACT DOCUMENT

**FRAMEWORK CONTRACT DOCUMENT (WINNER-TAKES-ALL TYPE)
THE DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE
MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM**

THE CONTRACT

**FOR THE DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE
MYCITI AUTOMATED FARE COLLECTION (AFC)**

ISSUED BY:		COMPILED BY:	FOR OFFICIAL USE.
DIRECTORATE: URBAN		INNOVATIVE	Tender Serial No.:
TRANSPORT		TRANSPORT	Signatures of City Officials at Tender Opening
CITY OF CAPE TOWN		SOLUTIONS	
Tower Block, Civic Centre		5th Floor, Imperial	1.
12 Hertzog Boulevard		Terraces	2.
CAPE TOWN		Carl Cronje Drive	3.
8001		Tyger Waterfront	
		BELLVILLE	
		7530	

Date:2025

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

Part C1: Agreements and Contract Data

	Pages
Memorandum of Agreement	
C1.1 Form of Offer and Acceptance	40-46
C1.2 Contract Data	47-74
C1.3 Form of Performance Guarantee.....	75-78
C1.4 Form of Advance Payment Guarantee.....	79
C1.5 Occupational Health and Safety Agreement.....	80
C1.6 Protection of the Environment Declaration.....	81
C1.7 Insurance Broker's Warranty	82
C1.8 Contract of Temporary Employment as Community Liaison Officer	83-84

MEMORANDUM OF AGREEMENT

FOR

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATIC FARE COLLECTION (AFC) SYSTEM

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

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

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

Preamble

WHEREAS the City of Cape Town is desirous to award this Tender to the successful Contractor;

AND WHEREAS the City of Cape Town will consider and evaluate the offer made by the Tenderer/Contractor;

AND WHEREAS the Parties agree that this Contract is subject to the terms and conditions as contained in the final award of the City's Bid Adjudication Committee (BAC);

AND WHEREAS the Tenderer/Contractor agrees that the terms and conditions of the award will become binding upon communication of the award made by the BAC, upon the expiration of the prescribed appeal period in terms of Section 62 of the Municipal Systems Act and the furnishing of a duly counter signed contract by the City to the Contractor reflecting the BAC award.

NOW THEREFORE, the Parties agree and confirm that the Contract contains the following:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) The Conditions of Contract comprise the "General Conditions", which form part of the "Conditions of Contract for Design, Build and Operate Projects First Edition 2008" published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), "Particular Conditions Part A – Contract Data" and (where applicable) "Particular Conditions Part B – Special Provisions", which include amendments and additions to such General Conditions.
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature

**CITY OF CAPE TOWN
URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS
CONTRACT NO. 106S/2025/26
DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE
COLLECTION (AFC) SYSTEM**

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO. 106S/2025/26: DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS as indicated in the Pricing Schedule.

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Contractor	
Business Name	
Business Registration	
Tax number (VAT)	
Physical Address	
Signed – who by signature hereto warrants authority	
Name of signatory	
Signed: Date	
Signed: Location	
Signed: Witness	
Name of Witness	

For official use.		
INITIALS OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Acceptance

By signing this part of this form of offer and acceptance, the City of Cape Town accepts the tenderer's (now Contractor's) offer. In consideration thereof, the City of Cape Town shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the City of Cape Town and the contractor upon the terms and conditions contained in this document.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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 of deviations.

The contractor shall within 2 (two) weeks after contract commencement, contact the City of Cape Town 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 contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of the contract.

Unless indicated otherwise in the Deviation Schedule, this agreement comes into effect on the date when the contractor and confirms receipt from the City of Cape Town of one complete signed copy of this contract containing price schedule as awarded by the BAC, including the schedule of deviations (if any).

CITY OF CAPE TOWN	
Business Name	
Business Registration	
Tax number (VAT)	
Physical Address	
Accepted contract sum including tax	
Signed – who by signature hereto warrants authority	
Name of signatory	
Signed: Date	
Signed: Location	
Signed: Witness	
Name of Witness	

Schedule of Deviations

Notes:

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

1 Subject
Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....
.....

4 Subject
Details
.....
.....
.....

**ONLY TO BE
COMPLETED
AT STAGE
OF ACCEPTANCE**

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

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

Schedule of Deviations

Notes:

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

x1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

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

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

**DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED
FARE COLLECTION (AFC) SYSTEM**

(TO BE FILLED IN BY THE CONTRACTOR)

Confirmation of Receipt

The contractor identified in the offer part of the Contract hereby confirms receipt from the City of Cape Town (identified in the acceptance part) of 1 (one) complete, signed copy of the Contract containing price schedule as awarded by the BAC, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C1.2 Contract Data

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions which form part of the **Conditions of Contract for design, Build and Operate Projects, 2008 (Gold Book)** published by the International Federation of Consulting Engineers (FIDIC).

Copies of these Conditions of Contract (Gold Book) may be obtained from the South African Institution of Civil Engineering (SAICE) (tel 011 805 5947) or Consulting Engineers South Africa (CESA) (tel 011 463 2022).

Copies of the Conditions of Contract (Gold Book) are also available for inspection and scrutiny at the offices of the Employer.

The Annexes and Forms bound in the Conditions of Contract (Gold Book) shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions make reference to the Particular Conditions (contained in the Contract Data) which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

The General Conditions shall be read in conjunction with the variations, amendments and additions set out in the Particular Conditions Part B and Annexes (see C3.6) –. Each item of data given below is cross-referenced to the Clause or Sub-Clause in the General Conditions to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the sequence as stated in sub-clause 1.5 as amended in the Particular Conditions.

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

The Foreword to the Conditions of Contract (Gold Book) concludes with the following:

“The document begins with a series of comprehensive flow charts which show, in visual form, the critical sequences of activities which are specific and unique to the DBO form of contract. These have been included by the drafting task group to facilitate an understanding of the new procedures and new terminology found in these FIDIC Conditions of Contract for Design, Build and Operate Projects.

These flow charts cover:

- The Overall Contract Period
- The Design-Build Period
- Commencement to Design-Build Commissioning
- The Operation Service Period
- Payment during the Design-Build Period
- Payment during the Operation Service Period
- Determinations by the Employer's Representative
- Contractor's Claims – Submission
- Contractor's Claims – Determination
- Settlement of Disputes

Please see the Notes section of the FIDIC Gold Book for sample charts that illustrates contract phases. Please see *Figure 1* below for a summary of the Scope of Work phases applicable to this tender as well as Appendix 1 below.

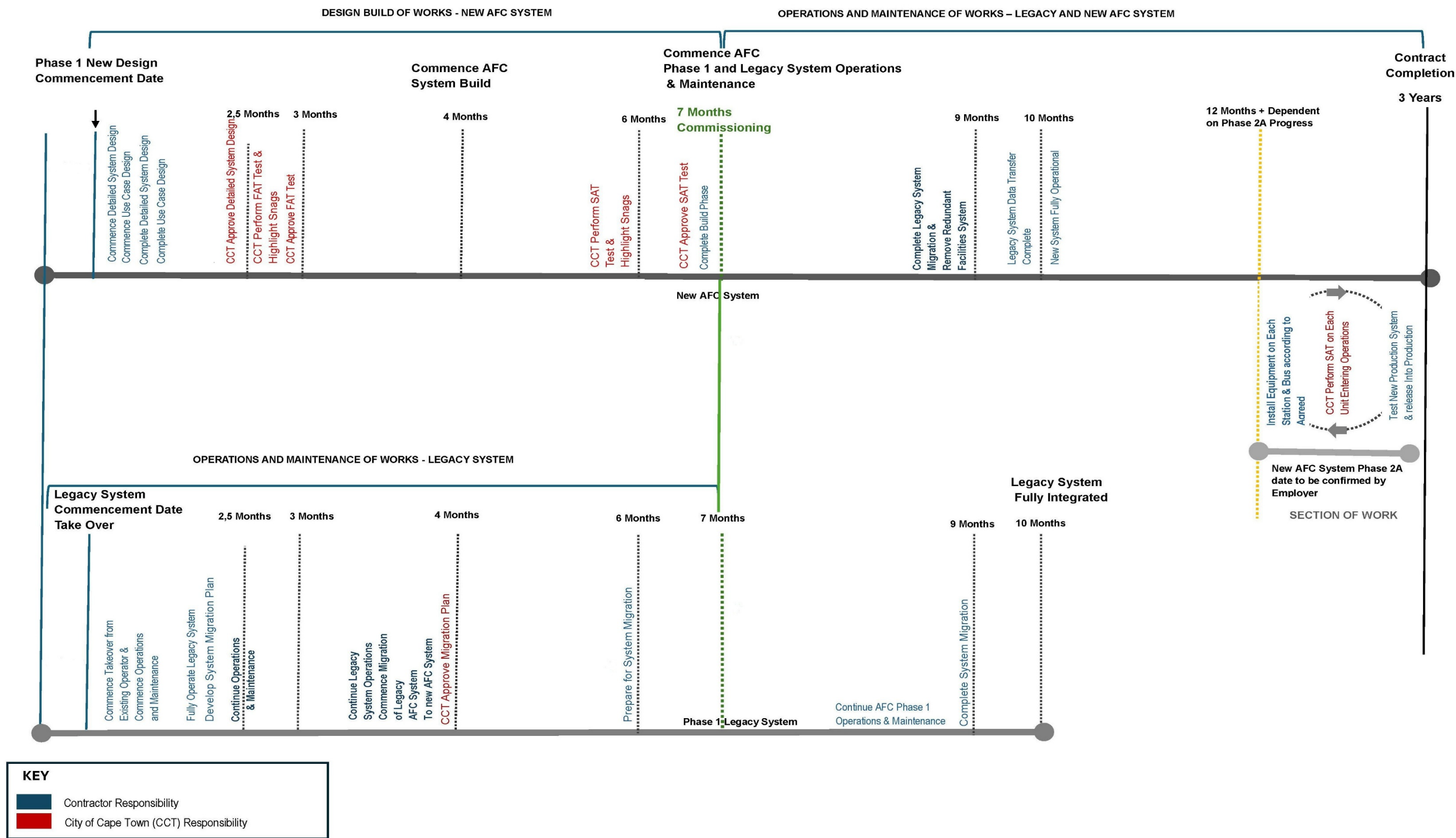


Figure 1: Sections of Work and Work Milestones

C1.2.1 Particular Conditions of Contract

PARTICULAR CONDITIONS PART A.1: CONTRACT DATA COMPLETED BY THE EMPLOYER

Item	Sub-Clause	Entry
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.24	10%
Cut-Off Date (number of days after the Time for Completion of Design-Build)	1.1.26	Appendix 1 at the end of Part A.1: Contract Data completed by the Employer
Employer's name and address	1.1.32	CITY OF CAPE TOWN, represented by the Director: URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town, 8001 and/or such other person or persons duly authorised thereto by the Employer in writing; the Employer is referred to in this Contract Document by the terms "Employer", "City of Cape Town", "CCT" or "Council" as the context provides.
Employer's Representative name and address	1.1.35	TBC
Parts of the Works that shall be designated a Section for the purposes of the Contract	1.1.70	Refer to Appendix 1 at the end of Part A.1: Contract Data completed by the Employer
Time for Completion of Design Build	1.1.78	Refer to Appendix 1 at the end of Part A.1: Contract Data completed by the Employer
Agreed methods of electronic transmission	1.3	Virus protected email
Address of Employer for communications	1.3	TBC
Address of Employer's Representative for communications	1.3	TBC
Address of Contractor for communications	1.3	TBC
Contract shall be governed by the law of	1.4	The Republic of South Africa
Ruling language	1.4	English
Language for communications	1.4	English
Number of copies of the Contractor's Documents to be issued to the Employer's Representative	1.9	Electronic and one paper copy
After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	2.1	Access shall be granted from the Commencement Date and subject to the approval of access applications. Access to buses shall be given ad-hoc, at the depots as and when available.
Access applications to be submitted and approved	2.1	Depot Access Application Depot Server Room Access Application Bus Access Applications per depot on an ad-hoc basis. Station Access Application TMC Access application TMC Server Room Access Application
Performance Security	4.2	R 10 million for DB and 5% for Operate and Maintain with a cap of R 10 million excluding VAT for each Performance Certificate
Reduction in Performance Security at the end of the Retention Period	4.2	Percent: 100% on Build completion for the DB portion. Operations and maintenance at contract end.
Period of notification of errors, faults and other defects is	5.1	21 days
Contractor's Documents requiring approval	5.2	1. The Contractor's Programme 2. Design-Build documents requiring approval in terms of the Employer's Requirements 3. Acceptance and Testing procedures 4. Test reports. 5. As-built documents. 6. The Operation and Maintenance Manuals including Maintenance Plan.
Normal working hours on the Site	6.5	Existing infrastructure TMC, Depots and buses:

Item	Sub-Clause	Entry
		24 hours of the day, 7 days of the week; Subject to the relevant approval applications. Stations: Monday to Saturday from 05:00 to 22:00; Subject to the relevant approval applications. New infrastructure (Greenfields) Stations, depots, and buses: Mondays to Fridays: 08:00 to 17:00 Subject to the relevant approval applications.
Expiry of Operation Service Period	8.2	36 months after Commencement Date.
Time for Completion of Design-Build and Time for Completion of each Section	9.2	Refer to Appendix 1 at the end of Part A.1: Contract Data completed by the Employer
Delay Penalties relating to Design Build	9.6	Refer to Appendix 1 at the end of Part A.1: Contract Data completed by the Employer
Maximum amount of delay penalties (percent of final DB portion of Contract Price)	9.6	10%
Maximum compensation payable by Contractor	10.6a	ZAR R 10 million, excluding VAT
Maximum compensation payable by Employer	10.6b	ZAR R 5 million, excluding VAT
Performance penalties	10.7	Refer to Key Performance Indicators and Service Level in the Employer's Requirements.
Minimum production outputs / performance requirements	10.7	Refer to Key Performance Indicators and Service Level in the Employer's Requirements.
Percentage rate to be applied to Provisional Sums	13.5	10%
Amount of Advance Payment (percent of Accepted Contract Amount)	14.2	0%
Percentage of Retention	14.3	10% on Design and Build and 5% on operations and maintenance invoices
Limit of Retention Money	14.3	R5 million each for Design and Build and Operations and Maintenance
Plant and Materials for payment when shipped	14.6(b)(i)	Not applicable
Plant and Materials for payment when delivered to the Site	14.6(c)(i)	Not applicable
Minimum Amount of Interim Payment Certificate	14.7(b)	No minimum
Financing charges for delayed payment (percent points above discount rate)	14.9	Not applicable
Currencies for payment of Contract Price	14.17	ZAR
Proportions of Local and Foreign Currencies are	14.17	Local: 100% Foreign: 0%
Amount of Maintenance Retention Fund	14.19	R 5m
Total liability of the Contractor shall not exceed	17.8	One third of the final Contract Price, excl. VAT.
Permitted deductible limits	19.2(a)(i)	ZAR 10 000.00 per event.
Exceptional Risks to be insured if different to Sub-Clause 18.1	19.2(a)(5)	Civil commotion, riot and strike
Insurance of Contractor's Equipment (amount required)	19.2(b)	Contractor to determine appropriate amount.
Amount of professional liability insurance required	19.2(c)	ZAR 10 million
Period for which professional liability insurance required	19.2(c)	From the Commencement Date up to the issuing of the Contract Completion Certificate
Amount of insurance required for injury to persons and damage to property	19.2(d)	ZAR 20 000 000.00
Other insurances required from the Contractor	19.2(f)	Special risks / supplementary insurance issued by the South African Special Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance.

Item	Sub-Clause	Entry
		Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity
Amount of fire extended cover insurance required	19.3(a)	Full replacement value of the Works.
Other insurances required by law from the Contractor	19.3(d)	Special risks / supplementary insurance issued by the South African Special Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity
Other optional insurances required from the Contractor	19.3(e)	TBC
Timeframe for the Parties to agree on the person(s) to act as the DAB	20.3	One (1) month from the Commencement Date
Timeframe for the Employer to enter into agreement with the DAB via the Employer's procurement mechanism	20.3	Three (3) months from the Commencement Date
The DAB shall comprise	20.3	1 member, selected from the South African Institute of Civil Engineer's (SAICE's) President's list.
Appointing entity (official) for DAB members, if not agreed	20.4	President of the South African Institute of Civil Engineers (SAICE)
Appointing entity (official) for Mediator, if not agreed	20.7*	President of the South African Institute of Civil Engineers (SAICE)
Litigation will be conducted in	20.8*	Applicable Court of Jurisdiction in Cape Town

*Refer to Special Provisions

APPENDIX 1 TO PARTICULAR CONDITION OF CONTRACT PART A.1: CONTRACT DATA COMPLETED BY THE EMPLOYER

#	Description of Sections of Work (CI 1.1.70)	Time for Completion and Cut-off Date (CI 1.1.26) if applicable	Penalties if applicable (CI 9.6)
A.	Section 1: Operations and Maintenance of Works (Phase 1 Legacy System)	Time for Completion of Operations and Maintenance of Works (Phase 1 Legacy System): On receipt of Commissioning Certificate for Phase 1 New System Design Build Phase	N/A
B.	Section 2: Design Built of Works (New AFC System (Phase 1))	Time for Completion of Design-Build of Works (new AFC System (Phase 1)): 210 calendar days after Commencement Date. Cut-Off Date: 30 calendar days after Time for Completion of Design-Build of Works (new AFC System (Phase 1)) If 60 days post after time for Completion of Design-Build of Works (new AFC System (Phase1))	R20 000,00 per calendar day R 40,000,00 per calendar day
Section 2 has the following milestones:			
B1	AFC Systems design and development of use case development	Foreseen Milestone Completion: 60 calendar days after Commencement Date	N/A
B2	Contractor Complete FAT and Employer accept FAT	Foreseen Milestone Completion: 90 calendar days after Commencement Date	N/A
B3	Contractor Complete SAT and Employer accept SAT	Foreseen Milestone Completion: 180 calendar days after Commencement Date	N/A

B4	Commissioning of new AFC System (Phase 1)	Foreseen Milestone Completion: 210 calendar days after Commencement Date	N/A
C. Section 3: Operations and Maintenance of Works – Legacy and New AFC System		Time for Completion of Operations and Maintenance of Works (Legacy and New AFC System): 3 years from Commencement Date	N/A
Section 3 has the following milestones:			
C1	Complete legacy system migration	Foreseen Milestone Completion: 270 calendar days after Commencement Date	N/A
C2	Full integration of legacy AFC system and new AFC System – full operations	Foreseen Milestone Completion: 300 calendar days after Commencement Date	N/A
D. Section 4: Design Built of Works (New AFC System (Phase 2A Greenfields))		Commencement, Time for completion of Design-Build of Works (New AFC System (Phase 2A Greenfields)) to be confirmed by Employer. Cut-Off Date: 30 calendar days after Time for Completion of Design-Build of Works (new AFC System (Phase 2A Greenfields)) If 60 days post after time for Completion of Design-Build of Works (new AFC System (Phase 2A))	R20 000,00 per calendar day R 40,000,00 per calendar day
Section 4 has the following milestones:			
D1	AFC Systems design and development of use cases	To be confirmed by Employer	N/A
D2	Contractor Complete FAT and Employer accept FAT	To be confirmed by Employer	N/A
D3	Contractor Complete SAT and Employer accept SAT	To be confirmed by Employer	N/A
D4	Complete legacy system migration to new AFC System	To be confirmed by Employer	N/A
D5	Commissioning of new AFC System	To be confirmed by Employer	N/A
D6	AFC Systems design and development of use cases	To be confirmed by Employer	N/A
E. Section 5: Any other Section of Works that may be agreed to by the Parties			
E1	Any other Section of Works that may be agreed to by the Parties	To be Agreed by Parties	R20 000,00 per calendar day for 30 days and R 40 000,00 per day after 60 days

PARTICULAR CONDITIONS PART A.2: CONTRACT DATA COMPLETED BY THE CONTRACTOR

Item	Sub-Clause	Entry
Contractor's name and address	1.3	
Contractor's Representative's name	4.3	

The Tenderer shall complete the above Part A.2 of the Contract Data.

SIGNED ON BEHALF OF TENDERER.....

PARTICULAR CONDITIONS PART B: SPECIAL PROVISIONS

1 General Provisions

Sub-Clause 1.1 Definitions

1.1.1 is deleted and replaced by:

“Accepted Contract Amount” means the amount accepted in that section of the Form of Offer and Acceptance called “Acceptance” for the execution and completion of the Works and the remedying of any defects.

1.1.5 is deleted and replaced by:

“Base Date” means the date 7 days prior to the latest date for the submission of the Tender.

1.1.6 is deleted and replaced by:

“Commencement Date” means the date stated under Sub-Clause 8.1[Commencement Date].

1.1.10 is deleted and replaced by:

“Contract” means the Form of Offer and Acceptance, Contract Data, the General Conditions, the Particular Conditions of Contract, the Employer’s Requirements, the Drawings, the Schedules, and the further documents (if any) which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof which any of the aforesaid documents incorporate by reference.

1.1.11 is deleted and replaced by:

“Contract Agreement” means the document called “Form of Offer and Acceptance”.

1.1.17 is deleted and replaced by:

“Contractor” means the person(s) named as Contractor in that section of the Form of Offer called “Offer” accepted by the Employer and the legal successors in title to this person(s).

1.1.20 is deleted and replaced by:

“Contractor’s Proposal” means the information which the Contractor submitted with the Form of Offer and Acceptance, as included in the Contract. Such information shall include the information listed in Schedule 27, Information to be provided with the tender, in Part T2.2 Returnable Schedules and may also include the Contractor’s preliminary design.

1.1.36 is deleted and replaced by:

“Employer’s Requirements” means the document titled “Part C3: Scope of Work”, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works, and includes the Specifications.

1.1.47 Add the following at the end of the definition:

The definition of Laws shall include City of Cape Town policies, directives, and standards.

1.1.48 is deleted and replaced by:

“Letter of Acceptance” means that section of the Form of Offer and Acceptance called “Acceptance”.

1.1.49 is deleted and replaced by:

“Letter of Tender” means that section of the Form of Offer and Acceptance called “Offer”.

1.1.68 is deleted and replaced by:

“Schedules” means the document(s) entitled Schedules submitted by the Contractor with his Tender offer, as included in the Contract. Such document(s) shall include the Returnable Schedules and may include data, lists, guarantees and schedules of rates, quantities and/or price schedules.

1.1.70 is deleted and replaced by:

“Section” means a part of the Works specified in the Contract Data as a Section (if any), or a part of the Works specified as a Section during the course of the Contract by the Employer (such Section may be an item of Plant).

1.1.79 is deleted and replaced by:

“Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution, completion and operation of the Works, including all items implemented and operated on a rental basis.

Add the following Sub-Clause after Sub-Clause 1.1.83:

- 1.1.84 **“Contract Price Adjustment”** means the adjustment to be included in the Contract Price for fluctuations in the Cost of Plant and Materials, Site Installation, General Items (comprising General Requirements and Conditions, Health and Safety, Environmental Management, Sundries, etc.), and Variations in Rates of Exchange, Customs Surcharge and Customs Duty, all as provided for in Sub-Clause 13.8 [Adjustments for Changes in Cost] in the Contract Data.
- 1.1.85 **“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
- 1.1.86 **“Letter of Notification”** means the letter of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful tenderer’s Form of Offer and no rights shall accrue.
- 1.1.87 **“Mediator”** means the person appointed under Sub-Clause 20.7 [Amicable Settlement] in the Contract Data.
- 1.1.88 **“Mediator Agreement”** means the agreement signed or deemed to be signed by both parties and the Mediator.
- 1.1.89 **“Reasonable Profit”** means an amount not exceeding 10% of the Cost of any item or activity.
- 1.1.90 **“Returnable Schedules”** means the Schedules contained in Part T2.2 [Returnable Schedules] and Part C2. [Pricing Data].
- 1.1.91 **“Systems Migration”** means the process of migrating the existing plant to the new system as may be implemented under this contract and as specified under the Employer’s Requirements

1.5 *Priority of Documents*

Deleted and replaced by:

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

- (a) the Form of Offer and Acceptance,
- (b) the Contract Data completed by the Employer and Contract Data completed by the Contractor,
- (c) the Special Provisions,
- (d) the General Conditions of Contract,
- (e) the Employer’s Requirements,
- (f) the Drawings, and
- (g) the Schedules.

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

Sub-Clause 1.6 Contract Agreement

Deleted and replaced by:

The Parties shall enter into a Contract Agreement after the Contractor is called upon to do so by the Employer. The Contract Agreement shall be in the form of a Memorandum Of Agreement (MOA) including the fully completed Form Offer and Acceptance contained in the Contract Document.

Sub-Clause 1.9 Care and Supply of Documents

Delete and replace the last sentence of the first paragraph by:

The Contractor shall supply to the Employer's Representative with an electronic copy and one printed copy (in the form as specified in the Employer's Requirements or, if not stated, a form acceptable to the Employer's Representative) and upon request from the Employer's Representative additional paper copies of each of the Contractor's Documents.

Sub-Clause 1.11 Employer's Use of Contractor's Documents

In the second paragraph of this sub-clause, delete the word "and" at the end of sub-paragraph(c) and add the following after sub-paragraph (d):

" and;

(e) in respect of any computer programs, software, design documents, codes or manuals be transferred, without cost, to the Employer at the end of the Operation Service Period for the use by the Employer, or any other third party, the Employer may appoint after the Operation Service period to attend to the operations or maintenance of the Works, part of the Works or any additions to the Works. . The Contractor represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Contractor of any third party's Intellectual Property rights.

Sub-Clause 1.12 Contractor's Use of Employer's Documents

Add the following paragraphs at the end of this sub-clause:

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

All electronic data generated by all systems forming part of the Works shall be the sole property of the Employer, regardless of storage on premises or off-site.

The Contractor shall, and warrants that it shall:

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

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

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

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

procure that its employees, directors, members and sub-contractors comply strictly with the provisions of sub-paragraphs (a) to (d) above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

The Contractor shall notify the Employer of any breach of the Employer's Intellectual Property rights as soon as it becomes aware of same and take all steps reasonably necessary to protect the Employer's Intellectual Property rights. Unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

Sub-Clause 1.14 Compliance with Laws

Insert "deposits, " after "taxes" in 1.14 (b).

Add the following paragraph after 1.14 (c).

- (d) Where the Employer is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work. The employer will apply for the construction work permit as soon as possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

Add the following new Sub-clauses after Sub-clause 1.15:

1.16 General Provisions

The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy and Privacy Notice that was applicable on the date the tender was advertised, save that if the Employer adopts a new SCM Policy and/or Privacy Notice 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 these documents contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy and/or otherwise allowed in Law.

1.17 Data Protection

- 1.17.1 The Contractor acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may gain access to and become acquainted with the Personal Information and/or Special Personal Information and children's information (collectively, "Personal Information") (as these terms are defined or explained in the Protection of Personal Information Act 4 of 2013, as amended from time to time, referred "to as "POPIA"), of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers. The Contractor will, and will procure that its employees, representatives and sub-contractors, treat such Personal Information as confidential and respect the privacy of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers.
- 1.17.2 The Contractor further acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may also be required to collect, use or process the Personal Information of the Employer and/or its employees, clients, representatives, sub-contractors and/or suppliers and, when doing so, will comply, and will procure that they comply, with (i) the conditions of lawful processing as set out in terms of POPIA and other applicable laws and regulations; (ii) the Privacy Notice and (iii) the Employer's data protection procedures;
- 1.17.3 The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This may include the cross-border transfer of Personal Information and/or Special Personal Information (including children's information) from time to time. The Contractor acknowledges that it has read and understood this, the Employer's Privacy Notice and the Employer's Supply Chain Management Policy and hereby consents to the Employer, its employees and/or representatives and/or sub-contractors Processing its Personal Information for those purposes and/or as otherwise contemplated herein.
- 1.17.4 The Contractor agrees and undertakes to procure that its employees and/or representatives and/or sub-contractors are made aware that the Employer may process their Personal Information from time to time as envisaged herein.
- 1.17.5 The Contractor hereby warrants in favour of, and represents to, the Employer, its employees, representatives and sub-contractors, that the Contractor and its employees, representatives and sub-

contractors are permitted to Process the Personal Information, which they have and/or will Process in, and in relation to, this tender and agreement, including but not limited to the disclosure of the Personal Information herein and irrevocably undertake to comply with all applicable laws in this regard and will procure that their employees, representatives and sub-contractors also so comply.

1.17.6 The Contractor hereby indemnifies and holds each of the Employer, its employees, representatives and sub-contractors harmless against all claims, losses, damages and costs relating to the Processing of Personal Information by the Contractor, its employees, representatives and/or sub-contractors.

1.17.7 In order to comply with section 19 read with section 21 of POPIA to the extent that the Contractor processes Personal Information for which it is the Operator and the Employer is the Responsible Party under POPIA, the parties agree and the Contractor irrevocably undertakes that it shall:

only Process Personal Information on behalf of the Employer if (i) the processing of such information is within the knowledge or authorisation of the Employer, (ii) it treats the Personal Information which comes to its knowledge as confidential and does not disclose it, and (iii) the Processing is done in a lawful and reasonable manner, and only to the extent required to execute the services, or to provide the goods, or to perform its obligations pursuant to the agreement;

put in place, and at all times maintain, appropriate, reasonable, technical and organisational measures to ensure the protection and confidentiality of the Personal Information that it, or its employees, its representatives, its sub-contractors and other authorised individuals come into contact with pursuant to the agreement;

do all such things as are necessary to prevent the: (i) loss of, damage to, and/or unauthorised destruction of Personal Information; and (ii) unlawful access to or processing of personal information;

notify the Employer immediately where there are reasonable grounds to believe that the Personal Information in its possession has been accessed or acquired by any unauthorised person;

at all times comply with the provisions of POPIA, its regulations and any applicable codes of conduct, as well as the Employer's Privacy Notice;

give the Employer reasonable access to its premises, systems and processes to enable the Employer to inspect same and conduct a data protection compliance audit thereof from time to time on receipt of request from the Employer and undertakes to give its full co-operation in this regard;

upgrade, adapt and/or change its systems and processes upon request from the Employer from time to time, to meet the security standards reasonably required by the Employer as the Responsible Party in terms of POPIA.

The Contractor hereby indemnifies and holds the Employer harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Employer arising from or in relation to the Contractor's (and/or its employees', representatives' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at cm.tenders8@capetown.gov.za.

2 The Employer

Sub-Clause 2.1 Right of Access to the Site

Add the following after the first sentence of the first paragraph:

Furthermore, the Employer may withhold any such right or possession until the following documentation has been submitted and approved by the Employer's Representative:

Health and Safety Plan,

Proof of insurance,

Proof of good standing with the Compensation Commissioner, and

Performance Security.

Access to, and possession of the Site or any part of the Site shall not take place until the issuing, by the Provincial Director of the Department of Labour, of a construction work permit to perform the intended construction work in terms of Clause 1.14 [Compliance with Laws].

Add the following after the first paragraph:

Should the issuing of a construction work permit delay the commencement of the Design-Build of the Works and this in turn causes a delay in the issuing of the Commissioning Certificate by more than 60 days, then the Contractor shall be entitled to make a claim in accordance with the contract. Should, however, the issuing of a construction work permit be delayed by the submission of an unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

The Contractor shall submit access approval applications as stipulated in the Contract Data. Only once applications have been approved shall access to the relevant parts of the Site be granted.

Sub-Clause 2.4 Employer's Financial Arrangements

Delete this Sub-Clause

3 The Employer's Representative

Sub-Clause 3.1 Employer's Representative's Duties and Authority

Add the following after the third paragraph

If, in exercising any discretion, the result of such decision would be to utilise the contingency allowance, increase the contract value or granting of time for practical completion, the Employer's Representative must obtain approval from the Employer that such funding or time is available and granted by the Employer to be awarded prior to finalising such a decision.

The requirements for the Employer's Representative to obtain the approval of the Employer before exercising a specified authority are:

- (a) Clause 3.2: Delegation by the Employer's Representative.
- (b) Clause 4.24: The issuing of instructions for dealing with archaeological and geological findings and the like.
- (c) Clause 6.5 (b): Giving consent for work to be carried out on days of rest or outside normal working hours.
- (d) Clause 8.1: Commencement Date
- (e) Clause 8.6: Contract Completion Certificate
- (f) Clause 9.5: The approval of a revised programme and supporting report in order to expedite progress.
- (g) Clause 9.7: Suspension of the Work
- (h) Clause 11.7: Commissioning Certificate
- (i) Clause 13.3: All actions in terms of this clause that would result in the utilisation of the contingency allowance, increasing the contract value or awarding any additional time.
- (j) Clause 14.2: Agreeing to advance payment for deposits for items not listed in the Advance Payment Schedule.

Sub-Clause 3.4 Replacement of the Employer's Representative

Deleted and replaced by:

The Employer shall have the right to replace the Employer's Representative.

4 The Contractor

Sub-Clause 4.2 Performance Security

Delete the second paragraph.

Delete the first sentence of the third paragraph and replace with:

The Contractor shall deliver the Performance Security to the Employer within 14 days from the Commencement Date.

Add the following at the end of the third paragraph:

The form of Performance Security shall contain the precise wording of the document included in Part C1.3 of the Contract Data: Form of Performance Security, and it shall be issued by a financial institution approved by the Employer at the date when the guarantee is issued. The list of approved financial institutions current at the date of tender is attached to the Form of Performance Guarantee.

Sub-Clause 4.3 Contractor's Representative

In the second paragraph, delete " prior to the Commencement Date" and replace with:

within five (5) days of the Commencement Date

Sub-Clause 4.4 Subcontractors

Add the following at the end of this sub-clause.

The Contractor shall supply the Employer with proof of all orders placed with sub-contractors upon request by the Employer's Representative. Information is to be given on each sub-order sufficient to identify the material or equipment to which the sub-order relates.

Every Subcontract Agreement entered into between the Contractor and any Subcontractor shall contain the following provisions:

The Contractor shall be entitled to cede and assign and make over all his rights and obligations in terms of this Subcontract Agreement in favour of the Employer and shall notify the Subcontractor within 21 days of entering into any cession or assignment.

The Subcontractor shall be deemed, by signing this Subcontract Agreement, to give the Contractor and the Employer a non-terminable, transferable, non-exclusive royalty free licence to copy, use and communicate the Subcontractor's documents for purposes of the Works. This licence shall:

- i. Apply throughout the actual or intended working life (whichever is the longer) of the relevant part of the Works; and
- ii. entitle any person, in lawful possession of the relevant part of the Works, to copy, use and modify the Subcontractor's documents for purposes of completing, operating, maintaining, altering, adjusting, repairing and/or demolishing the Works; and
- iii. in the case of Subcontractor's documents, which are in the form of computer programmes and other software, permit the use thereof on any computer of the Site, or any other place envisaged in the Contract, including the replacement of any computers supplied by the Contractor and/or the Employer; and
- iv. enable the Contractor to transfer all rights to the Employer and the Employer to re-let the Contract; and
- v. enable the Employer to take over the whole or part of the Works and safely and properly operate and maintain the Works or any part thereof; and
- vi. enable the Employer, at the end of the Operation Service Period, to appoint another person for purposes of safely and properly operating and maintaining the Works or any part thereof; and
- vii. transfer to the Employer the licences and/or the right of use in respect of any computer programmes, software, design documents, codes and information of which a third party, other than the Subcontractor, holds proprietary rights and/or copyright so as to enable the Contractor and/or Employer to safely and properly operate and maintain the Works or appoint another person to safely and properly operate and maintain the Works or any part thereof."

The Subcontractor shall ensure that, where necessary, the consent and/or licence for the use of any design, computer programme, software and other documents, which may be required for the safe and proper operation and maintenance of the Works, are obtained in favour of the Contractor and the Employer."

Sub-Clause 4.8 Safety Procedures

Add the following:

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.

An agreement is included in the Contract Document (Part C1.5 in Agreements and Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the issue of the

Letter of Acceptance. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Sub-Clause 4.16 Transport of Goods

Amend sub-paragraph (c) as follows:

- (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expensed (including legal fees and expenses) resulting from the import, transport and handling of all Goods, and shall negotiate and pay all third-party claims arising from their import, transport and handling.

Add the following sub-paragraphs:

- (d) the Contractor shall be responsible for customs clearance, permits, fees and charges related to the import, transport and handling of all Goods, including all obligations necessary for their delivery to the Site; and
- (e) the Contractor shall provide all lifting facilities unless specified otherwise in the Detailed Specification in the Employer's Requirements.

Sub-Clause 4.17 Contractor's Equipment

Add the following:

The Contractor shall provide all necessary storage facilities on Site.

Sub-Clause 4.21 Progress Reports

Delete "in one original and five copies" in the first sentence and replace with "electronically and one hard copy".

Sub-Clause 4.22 Security of the Site

Add the following sub-paragraph:

- (c) The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, watching and other appropriate security measures when and where necessary or required by the Employer's Representative or by any competent statutory or other authority for the protection and security of the Works and the Contractor's Equipment, or for the safety and convenience of the public and for the protection of life and property.

Sub-Clause 4.23 Contractor's Operations on Site

Add the following:

The Contractor shall protect and cover up all works as may be required and take all other precautions necessary to avoid causing damage or soiling of new and existing plant, equipment, buildings and structures. This shall inter alia apply when activities such as abrasive blasting, painting, welding, grinding, sealing, lagging and so forth, must be performed on the Site. The Contractor shall, on completion, remove all covers and shall at his cost rectify all soiling and damage to finishes to the satisfaction of the Employer's Representative.

5 Design

Sub-Clause 5.1 General Design Obligations

In the third paragraph, in the first sentence, delete "Upon receiving Notice under Sub-Clause 8.1 [Commencement Date]".

Sub-Clause 5.2 Contract's Documents

Add the following at the end of the fourth paragraph:

The Employer's Representative shall, within the review period, give Notice to the Contractor:

of No-objection (which may include comments concerning minor matters which will not substantially affect the Works)
that the Contractor's Document fails (to the extent stated) to comply with the Employer's Requirements and/or the Contract, with reasons.

If the Employer's Representative gives no Notice within the Review Period, the Employer's Representative shall be deemed to have given a Notice of No-objection to the Contractor's Document (provided that all other Contractor's Documents on which that Contractor's Document relies (if any) have been given, or are deemed to have been given, a Notice of No-objection.

Add the following at the end of the fifth paragraph:

Similarly, should the project be delayed due to a Contractor's Document failing to conform to the Contract, resulting in the review process being repeated, the Contractor shall be liable for such a delay.

Sub-Clause 5.4 Technical Standards and Regulations

Add the following at the end of the first paragraph:

The Contractor shall undertake to keep abreast of all changes and/or amendments to the Standards and Regulations, including CCT policies.

The latest revision of CCT policies, directives and standards can be found under:

<https://www.capetown.gov.za/Work%20and%20business/Planning-portal> . Should the applicable document not be available under the link provided, the Contractor shall notify the Employer and request the said document.

7 Plant, Materials, and Workmanship

Sub-Clause 7.7 Ownership of Plant and Materials

Add the following at the end of the last sentence:

Where Plant and Materials have been provided on a rental basis, the Contractor shall retain ownership of the Plant and Materials.

8 Commencement, Delays and Suspension

Sub-Clause 8.1 Commencement Date

Delete the sub-clause and replace with:

The date of signature of that section of the Form of Offer and Acceptance called "Acceptance", after it has been co-signed by the Employer and the Contractor, shall be taken as the Commencement Date.

Notwithstanding the above where the Contract Sum exceeds one hundred and thirty million Rand R130 000 000), and a construction work permit from the Provincial Director of the Department of Labour is required, commencement of the Works shall not be deemed to take place until such construction work permit has been issued by the Provincial Director in terms of Sub-Clause 1.14 [Compliance with Laws].

Sub-Clause 8.2 Time for Completion

Delete the sub-clause and replace with:

The Contractor shall complete the whole of the Design-Build and each Section (if any) in accordance with Sub-Clause 9.2 [Time for Completion of Design-Build], or as extended under Sub-Clause 9.3 [Extension of Time for Completion of Design-Build] and shall provide the Operation Service until the expiry date as stated in the Contract Data.

Sub-Clause 8.3 Programme

Replace the first sentence with the following:

The Contractor shall submit an initial programme for the execution of the Works to the Employer's Representative within 14 days after the Commencement Date.

Add the following after the first paragraph:

The Contractor shall incorporate any programming restrictions that may be specified in Sub-Clause 2.1 [Right of Access to the Site] in the Particular Conditions into the programme.

Delete bullets (a) to (e) and replace with the following:

The Commencement Date and the Time for Completion of the Works and of each Section as defined in the Contract Data (if any);

The date right of access to and possession of (each part of) the Site is to be given to the Contractor in accordance with the time (or times) stated in the Contract Data. If not so stated, the dates the Contractor requires the Employer to give right of access to and possession of (each part of) the Site;

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design, preparation, and submission of Contractor's Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, installation, work to be undertaken by any nominated Subcontractor, testing, commissioning and trial operation;

The review periods under Sub-Clause 5.2 [Contractors Documents] and periods for review for any other submissions specified in the Employer's requirements or required under these Conditions;

The sequence and timing of inspections and tests specified in, or required by, the Contract;

For a revised programme: the sequence and timing of the remedial work (if any) instructed under Sub-Clause 7.6 [Remedial Work];

All activities (to the level of detail specified in the Employer's Requirements), logically linked and showing the earliest and latest start and finish dates for each activity, the float (if any) and the critical path(s);

The dates of all locally recognised days of rest and holiday periods (if any);

All key delivery dates of Goods;

For a revised programme and for each activity: the actual progress to date, any delay to such progress and the effects of such delay or other activities (if any); and

In addition to the above, the programme shall include the following minimum requirements:

compatibility with MS Projects or similar format

programme activities shall be resource loaded

accommodation for anticipated adverse climatic conditions and other contingencies

If a revised programme, identification of any significant change (s) to the previous programme submitted by the Contractor;

The Contractor shall also provide a supporting report which includes:

A description of all the major stages of the execution of the Works;

A general description of the methods which the Contractor intends to adopt in the execution of the Works;

The Contractor's proposals to overcome the effects of any delay(s) on progress of the Works

Sub-Clause 8.5 Delay Damages

Delete the clause heading and replace with the following:

8.5 Delay Penalties

Delete the word "damages" in the first paragraph and replace with "penalties"

Sub-Clause 8.7 Handback Requirements

Add the following paragraphs:

The programme for system decommissioning, if applicable, shall be agreed with the Employer's Representative prior to the issuing of such an instruction by the Employer's Representative. During the hand back period, all Back Office systems shall remain fully operational and supported and maintained by the Contractor as per the provisions of this Contract until the end of the Operational Service Period.

9 Design-Build

Sub-Clause 9.5 Rate of Progress

Delete the word “damages” throughout this clause and replace with the word “penalties”.

Sub-Clause 9.6 Delay Damages relating to Design-Build

Delete the clause heading and replace with the following:

9.6 Delay Penalties relating to Design-Build

Delete the word “damages” throughout this clause and replace with the word “penalties”.

Sub-Clause 9.13 Failure to Complete

Delete the word “damages” throughout this clause and replace with the word “penalties”.

10 Operation Service

Sub-Clause 10.3 Independent Compliance Audit

Delete this Sub-Clause.

Sub-Clause 10.7 Failure to Reach Production Outputs

Delete the word “damages” throughout this clause and replace with the word “penalties”.

11 Testing

Sub-Clause 11.6 Commissioning of Parts of the Works

Delete the word “damages” throughout this clause and replace with the word “penalties”.

Sub-Clause 11.8 Joint Inspection Prior to Contract Completion

Replace “two years” with “6 months”

Add the following after “Not less than six months prior to the Operation Service Period”:

(or should any Section of the Works not be completed at the time of 6 months prior to the expiry date of the Operation Service Period, not more than 28 days after the issuing of the Commissioning Certificate relevant to that Section).

Delete the third paragraph and replace with:

The Contractor shall continue to carry out all the Works identified in the Contractor’s report. The Costs for carrying out the works shall be borne by the Contractor.

13 Variations and Adjustments

Sub-Clause 13.2 Value Engineering

Add the following after the last paragraph:

The Employer’s Representative shall, as soon as practicable after receiving such a proposal, respond by giving a Notice to the Contractor stating his/her consent or otherwise. The Employer’s Representative’s consent or otherwise shall be at the sole discretion of the Employer. The Contractor shall not delay any work while awaiting a response.

If the Employer’s Representative gives his/her consent to the proposal, with or without comments, and in accordance with Sub-clause 3.1[Employer’s Representatives Duties and Authority], the Employer’s Representative shall then instruct a Variation. Thereafter:

The Contractor shall submit any further particulars that the Employer's Representative may reasonably require; and

The last paragraph of 13.3 shall apply, which shall include consideration by the Employer's Representative of the sharing (if any) of the benefit, costs and/or delay between the Parties.

Sub-Clause 13.3 Variation Procedure

Add the following after the 3rd paragraph:

Each Instruction to execute a Variation, unless the Variation is to be executed on a Daywork basis, shall be a written instruction presented in the form of a Variation Order. The Variation Order shall be presented to the Employer, who shall signify his approval before the order is signed by the Employer's Representative and issued to the Contractor, who shall acknowledge his acceptance by signing the order. The Contractor shall not accept a Variation order that is not approved and signed by the Employer.

Delete "and the Schedule of Payments" in the last paragraph.

In the last paragraph, replace the words "reasonable profit" with Reasonable Profit.

Sub-Clause 13.5 Provisional Sums

Add the following to the last paragraph:

The number of quotations shall be three (3). Quotations shall include full technical descriptions as well as a breakdown of prices.

Sub-Clause 13.6 Adjustments for Changes in Legislation

Add the following to the first paragraph:

Any increase or decrease in the amount of Value Added Tax inserted in the Schedules of Rates due to a change in the percentage rates applicable shall be the subject of adjustment under this Sub-Clause.

Add the following after the last paragraph:

If there is a decrease in Cost as a result of any change in Legislation, the Employer shall be entitled subject to Sub-Clause 20.2 [Employer's Claims] to a reduction in the Contract Price.

If any adjustment to the execution of the Works becomes necessary as a result of any change in Legislation:

The Contractor shall promptly give Notice to the Employer's Representative, or

The Employer's Representative shall promptly give a Notice to the Contractor (with detailed supporting particulars)

Thereafter, the Employer's Representative shall either instruct a Variation or request a proposal under Sub-Clause 13.3 [Variation Procedure].

Sub-Clause 13.8 Adjustments for Changes in Costs

Deleted and replaced by:

13.8.1 General

The Tendered Rates shall be deemed to have included amounts to cover the contingency of all other rises and falls in costs not covered by the provisions of this or other Clauses.

The following general provisions shall apply in all cases:

- (a) To the extent that full compensation for any rise or fall in Costs is not covered by this Sub-Clause or other Clauses of these Conditions, The Tendered Rates shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.
- (b) The Base Date shall be as defined in Sub-Clause 1.1.5 in the Particular Conditions.

- (c) Adjustments for changes in cost shall be calculated as if the Works are executed within the time for completion and no additional costs due to any work being executed outside the time for completion shall be payable unless the Engineer allows an extension of time in accordance with Sub-Clause 9.3 [Extension of Time for Completion of Design-Build] and Sub-Clause 9.3 in the Particular Conditions.
- (d) Claims for adjustments for changes in cost shall be supported by such documentary evidence that may be required by the Engineer. Failure to render this information may result in the rejection of claims for price adjustment.
- (e) No claims for adjustments for changes in cost will be accepted which are submitted later than 28 days after the date of issue of the Commissioning Certificate.
- (f) No adjustments shall be applied to work valued on the basis of Cost or current prices.
- (g) The Contract allows for Cost Price Adjustment (CPA) for local and imported content. Price adjustment for any item or part of an item can be subject to only one of these, i.e. local cost factors or foreign exchange variation. No item or part thereof can be subject to both.
- (h) Failure to complete returnable Schedule 2 shall result in the tender offer not being eligible to claim for Rate of Exchange Variation.
- (i) Any claim for an increase in the Contract price shall be submitted in writing to the:
Director: Supply Chain Management, City of Cape Town,
P O Box 655,
Cape Town,
8000 or
by e-mail to CPA.Request@capetown.gov.za prior to the month upon which the price adjustment would become effective.
- (j) The CCT reserves the right to withhold payment of any claim for Contract Price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- (k) The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require verifying a claim for Contract Price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

13.8.2 *Plant and Materials Manufactured in South Africa (CPA Local)*

CPA Local shall be applicable to 90% of the tendered rate of all items not subject to Rate of Exchange Variation.

The CPA Local component shall remain firm until the end of the first year from the Commencement Date.

The first anniversary date will be 1 (one) year from the Commencement Date. No delays to the Commencement Date will alter the Anniversary date for the application of Contract Price Adjustment.

The Anniversary date for the application of Contract Price Adjustment will remain on the annual anniversary date of the Commencement Date.

Contract Price adjustment for local materials and labour shall be applicable as follows:

90% of the tendered rate of items not subject to Rate of Exchange Variation shall be subject to adjustment annually based on the average Consumer Price Index (CPI) as follows:

From the 1st anniversary date of the Contract Commencement Date:

Subject to Contract Price adjustment in accordance with the Consumer Price Index (P0141-Table B2, as published by Stats SA). Base month for the price adjustment shall be two (2) calendar months prior to Commencement Date. The end month shall be two (2) calendar months prior to the 1st, 2nd etc anniversary of the Contract.

Subject to the Contract Price adjustment in accordance with the Consumer Price Index (P0141 – Table B2, as published by Stats SA). Base month for the price adjustment shall be two (2) calendar months prior to the 1st anniversary month of the Contract. The end month shall be two (2) calendar months prior to the 2nd anniversary of the Contract etc.

From the 1st anniversary date of the Contract:

Subject to the Contract Price adjustment in accordance with the Consumer Price Index (P0141 – Table B2, as published by Stats SA). Base month for the price adjustment shall be two (2) calendar months prior to the 2nd anniversary of the Contract. The end month shall be two (2) calendar months prior to the 3rd anniversary of the Contract.

To calculate the average CPI, divide the sum of the CPI values from the base month to the end month (both included) by the number of months.

The claim will be based on the average CPI between the “base month” and the “end month” e.g. using numbers published in P0141-Table B2, as published by Stats SA:

10% of the rates shall remain fixed.

13.8.3 *Plant and Materials Imported from Outside South Africa (CPA ROE)*

- (a) If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on returnable Schedule 21 titled “Price Basis for Imported Resources” and as below. For the purposes of this sub-clause the Rand value of imported Plant and Materials inserted on the schedule titled “Price Basis for Imported Resources” (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by the Employer’s main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).
- (b) Adjustment for variations in rates of exchange (Refer to Returnable Schedule 23) shall apply as follows:
 - (i) The value in foreign currency inserted in column (A) shall be subject to sub-paragraph (viii) below when recalculating the Rand value.
 - (ii) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council’s main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (iii) below.
 - (iii) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Rates for the relevant items.
 - (iv) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may only claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (v) below.
 - (v) The Contractor (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled “Price Basis for Imported Resources”.
 - (vi) When the Contractor (or sub-contractor) so obtains forward cover, the Contractor shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
 - (vii) Based on the evidence provided in sub-paragraph (vi) above, the value in Rand inserted in column (C) of on the schedule titled “Price Basis for Imported Resources” shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (viii) below.
 - (viii) The adjustments shall be calculated upon the value in foreign currency in the Contractor’s (or sub-contractor’s) forward cover contract, provided that, should this value exceed the

value in foreign currency inserted in column (A) of on the schedule titled "Price Basis for Imported Resources", then the value in column (A) shall be used.

(c) Adjustment for variations in customs surcharge and customs duty

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

Insert the following new sub-clause after Sub-Clause 13.8

Sub-Clause 13.9 Daywork

If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

For work of a minor or incidental nature, the Employer's Representative may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule, and the following procedure shall apply.

Before ordering Goods for such work (other than any Goods priced in the Daywork Schedule), the Contractor shall submit one or more quotations from the Contractor's suppliers and/or subcontractors to the Employer's Representative. Thereafter the Employer's Representative may instruct the Contractor to accept one of these quotations (but such an instruction shall not be taken as an instruction und Sub-Clause 4.5 [Nominated Subcontractor]).

Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Employer's Representative accurate statements in duplicate (and one electronic copy), which shall include records (as described under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment]) of the resources used in executing the previous day's work.

One copy of each statement shall, if correct and agreed, be signed by the Employer's Representative and promptly returned to the Contractor. If not correct or agreed, the Employer's Representative shall proceed under Sub-Clause 3.5 [Determinations] to agree or determine the resources.

In the next Statement, the Contractor shall then submit priced statements of the agreed or determined resources to the Employer's Representative, together with all applicable invoices, vouchers and accounts or receipts in substantiation of any Goods used in the daywork (other than Goods priced in the Daywork Schedule).

Unless otherwise stated in the Daywork Schedule, the rates and prices in the Daywork Schedule shall be deemed to include taxes, overheads and profit.

14 Contract Price and Payment

Sub-Clause 14.1 The Contract Price

Replace the first paragraph with the following:

The Contract Price shall be an amount determined by using the rates and amounts submitted by the Contractor for the Design-Build and the Operation Service, priced at the Base Date, and due to be paid to the Contractor in accordance with the Contract together with any adjustments as provided for under Clause 13 [Variations and Adjustments] or arising as a result of claims under Clause 20 [Claims, Disputes and Arbitration].

Add the following after the last paragraph:

Price data in any Schedule, will be used for calculating the value of completed works for the purpose of interim payments or for determining the value of changes, omissions and additions for variation instructions when in the opinion of the Employer's Representative such prices are applicable.

Except as otherwise stated in the Contract all parts of the Works are to be measured and the value agreed or determined, in accordance with Sub-Clause 3.5 [Determinations]. Measurement shall be made of the net actual quantities of those parts, notwithstanding local practice.

Whenever the Employer's Representative requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- (i) promptly either attend or send another qualified representative to assist the Employer's Representative in making the measurement, and
- (ii) supply any particulars requested by the Employer's Representative.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Employer's Representative shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured by records, they shall be prepared by the Employer's Representative. The Contractor shall, as and when requested, attend to examine and agree the records with the Employer's Representative, and shall sign the same when agreed. If the Contractor does not attend to examine and agree, these records shall be accepted as accurate.

If the Contractor examines and disagrees with the records, and/or does not sign them as agreed, then the Contractor shall notify the Employer's Representative of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Employer's Representative shall review the records and either confirm or vary them. If the Contractor does not so notify the Employer's Representative within 14 days after being requested to examine the records, they shall be accepted as accurate.

All measurements of quantity, length and mass for the purpose of payment shall be to the nearest standard unit for which rates are given in the Schedule of Payments or have been agreed by the Employer's Representative and shall be taken from the actual work on Site.

Surplus or waste material will not be taken over or paid for by the Employer except, when it was reasonable for the material to be provided, or manufactured of materials of which the quantities that could not be determined prior to manufacture/ procurement. Quantities determined by the Contractor in accordance with the approved design shall be used for the purposes of manufacture in place of the estimated quantities and any surplus after completion arising therefrom will not be taken over or paid for by the Employer, unless the Employer so decides otherwise.

Sub-Clause 14.2 Advance Payment

Replace the entire clause with the following:

Advance Payment is not applicable to this Contract. This Sub-Clause shall not apply.

Sub-Clause 14.5 Asset Replacement Schedule

Delete the contents of this Sub-Clause and replace with the following:

Not applicable.

Sub-Clause 14.6 Payment for Plant and Materials intended for the Works

Delete the contents of this Sub-Clause and replace with the following:

There shall be no payment for Plant and Materials intended for the Works, whether stored on Site or off Site.

Sub-Clause 14.7 Issue of Advance and Interim Payment Certificates

Delete the word "damages" throughout this clause and replace with the word "penalties".

Delete "within 28 days" in the third sentence of the first paragraph and replace with "within 21 days".

Sub-Clause 14.8 Payment

Delete sub-paragraphs (a) to (c) and replace with:

- (a) the amount certified in each Interim Payment Certificate within 35 days after the Employer's Representative receives the Statement and supporting documents; and
- (b) the amount certified in the Final Payment Certificate within 28 days after the Employer receives this Payment Certificate.

Add the following paragraph:

Notwithstanding the above, the Employer's Representative shall be empowered to withhold the delivery of a payment certificate until the Contractor has complied with his obligations to submit the monthly returns in terms of: Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment] and as described in the Employer's Requirements; and

Sub-Clause 4.21 [Progress Reports]

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

Sub-Clause 14.9 Delayed Payment

Delete the entire Sub-Clause.

Sub-Clause 14.10 Payment of Retention Money

Add the following after the second sentence in the first paragraph:

The relevant contract value for each Section shall be determined by the Engineer, based on the Schedules of Rates and any variations and adjustments thereto.

Sub-Clause 14.11 Application for Final Payment Certificate Design-Build

Replace the first part of the first sentence with the following:

"Within 28 days after the latest end of the Retention Periods, "

Sub-Clause 14.16 Cessation of Employer's Liability

Delete "56 days" in the third paragraph and replace with "14 days".

Sub-Clause 14.18 Asset Replacement Fund

Delete the contents of this Sub-Clause and replace with the following:

The Contractor shall perform asset replacement as and when necessary to meet his Contractual obligations and comply with all other provisions of the Contract. The cost of any spares and asset replacement for the duration of the Contract shall be included in the tendered rates.

Add the following new Sub-Clause after Sub-Clause 14.19:

Sub-Clause 14.20 Tax Invoices

Section 20(1) of the Value Added Tax Act, 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor, issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each Interim Payment Certificate and the Final Payment Certificate, delivered to the Employer by the Employer's Representative in terms of Sub-Clause 14.7 [Issue of Advance and Interim Payment Certificates], Sub-Clause 14.12 [Issue of Final Payment Certificate Design - Build], 14.15 [Issue of Final Payment Certificate Operation Service], and amendments in the Particular Conditions where applicable, respectively. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay delivery of the payment certificate by the Employer's Representative and no interest shall accrue.

Tax invoices may only be dated on or after the date of the relevant Payment Certificate as issued by the Employer's Representative.

15 Termination by Employer

Sub-Clause 15.2 Termination for Contractor's Default

Delete the word "or" at the end of sub-paragraph (c)(i). Add the word "or" at the end of sub-paragraph (c)(ii), and insert the following after Sub-paragraph (c)(ii) of this sub-clause:

(iii) fails to pay his employees, subcontractors and suppliers punctually and fully.

Add the following at the end of sub-paragraph (h):

- (i) who was a Sole Proprietor, or a sole member of a Close Corporation dies;
- (j) failure to comply with specific goals in compliance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including regulations as specified in the tender criteria.
- (k) falls outside the Contract validity period as contained in the City's Bid Adjudication Committee (BAC) resolution.

Insert the following after (k):

The Employer may terminate the contract if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its Supply Chain Management Policy.

The Employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate the contract if 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 Employer;
- (d) negative media and/or social media reports; or
- (e) adverse assurance (e.g. due diligence) report outcomes.

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated in the case of the insolvency of the Contractor:

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

In the 5th paragraph, starting with "In any of these events or circumstances, " replace:

"sub-paragraph (f) or (g)" with "sub-paragraphs (f), (g), (i) or (j)"

Add the following at the end of the 7th paragraph, starting with "The Contractor shall then leave the Site":

All the Employer's Intellectual Property, and all information and data related thereto, shall be handed over to the Employer by the Contractor and no copies thereof shall be retained by the Contractor unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise, unless otherwise required by law.

Replace the 8th paragraph, starting with "After termination, " with the following:

After termination, the Employer may complete and/or replace the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor. The Contractor shall handover control of all systems to the Employer and/or other entities and shall provide all system passwords and shall take all steps necessary to ensure that the Employer and/or other entities are and remain in a position to operate the Works.

Replace the 9th paragraph, starting with "The Employer shall then give Notice" with the following:

The Contractor's Equipment and Temporary Works shall remain in place and fully operational until such time that the Employer can replace and migrate to another system in a systematic and orderly manner, at which time the Contractor will be given a Notice to start with system decommissioning. The programme for system decommissioning shall be agreed with the Employer's Representative prior to the issuing of the Instruction. The Contractor shall then decommission and remove Plant and Materials supplied on a rental basis as per the agreed programme.

However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

During this period, all Back Office systems shall remain fully operational until the decommissioning has been concluded and after Notice is given by the Employer's Representative that Back Office systems can be decommissioned.

Sub-Clause 15.3 Valuation at Date of Termination for Contractor's Default

Add the following paragraph:

In the event of termination under Sub-Clause 15.2 [Termination for Contractor's Default], delay damages shall accrue up to the date of termination unless the Works or relevant Sections are completed before the termination date.

16 Suspension and Termination by Contractor

Sub-Clause 16.1 Contractor's Entitlement to Suspend Work

Delete the following from the first sentence of the first paragraph:

"or the Employer fails to comply with Sub-Clause 2.4 [Employer's Financial Arrangements]"

Sub-Clause 16.2 Termination by Contractor

Delete the content of sub-paragraph (g).

In the second paragraph replace "14 days" with "28 days" and remove the words "or (g)".

17 Risk Allocation

Sub-Clause 17.1 The Employer's Risks during the Design-Build Period

Add the following after sub-paragraph (a):

- (v) the amounts by which the replacement value of free issue materials exceeds the values as specified in the Employer's Requirements or Pricing / Rates Schedule.

Add the following after sub-paragraph (b):

- (v) defects in the materials supplied by the Employer for incorporation in the Works.

Sub-Clause 17.3 The Employer's Risks during the Operation Service Period

Add the following after sub-paragraph (a):

- (v) the amounts by which the replacement value of free issue materials exceeds the values as specified in the Employer's requirements or Pricing / Rates Schedule.

Add the following after sub-paragraph (b):

- (v) defects in the materials supplied by the Employer for incorporation in the Works

18 Exceptional Risks

Sub-Clause 18.1 Exceptional Risks

Add the following after (f):

- (g) Epidemic, pandemic, famine or plague
- (h) the confiscation, commandeering, nationalisation, requisition or destruction of or damage to property by an order of government, or any public or local authority
- (i) collapse of the regional or national energy grid

- (j) failure or shortage of electric power supplies; except where backup power supplies have been provided by the Contractor and following the issue of the Commissioning Certificate for the backup power supplies.

19 Insurance

Sub-Clause 19.1 General Requirements

Add the following at the end of the first paragraph:

Save as otherwise provided in the Contract, nothing herein contained shall oblige the Insuring Party to affect any insurance which is not generally obtainable from a registered insurer in South Africa. The Contractor shall submit his Insurance Policies for approval to the Employer with a copy to the Employer's Representative within 14 days from the Commencement Date.

The Contractor shall submit proof of insurance on a monthly basis.

Add the following at after the first sentence, in the third paragraph:

"The policy shall include the insurance broker's warranty, worded precisely as given in C1.7 Insurance Broker's Warranty".

Replace the second last paragraph with the following:

The Insuring Party shall be liable for the payment of all deductibles.

Sub-Clause 19.2 Insurances to be provided by the Contractor during the Design-Build Period

The Works

Add the following at the end of the second paragraph:

In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall further provide special risks / supplementary insurance issued by the South African Special Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance.

Injury to Persons and Damage to Property

Add the following at the end of the first paragraph:

In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall provide Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

Injury to Employees

Add the following at the end of the first paragraph:

This insurance shall be in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

The Contractor shall carry the risk of personnel using the Employer's buses when performing duties under this contract.

20 Claims, Disputes and Arbitration

Sub-Clause 20.3 Appointment of the Dispute Adjudication Board

Replace the last sentence of the first paragraph with the following:

The timeframe for the Parties to agree on the person(s) to act as the DAB and the timeframe for the Parties to enter into agreement with the DAB via the Employer's procurement mechanism shall be as stated in the Contract Data.

Replace the fifth paragraph with the following:

The agreement between the Parties and either the sole member ("adjudicator") or each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement in these General

Conditions, with such amendments as required by the Employer's procurement mechanisms to appoint the DAB through a deviation contract.

Replace the sixth paragraph with the following:

The terms of appointment and remuneration of the DAB shall be as per the Employer's procurement mechanism and shall be in the form of a deviation contract.

Sub-Clause 20.4 Failure to Agree Dispute Adjudication Board

Delete the Sub-Clause and replace with the following:

Should the parties fail to agree on a suitably qualified person to be appointed as the DAB, the entity or official named in the Contract Data shall upon request of either or both of the Parties, name the person to be appointed as the DAB.

Sub-Clause 20.6 Obtaining Dispute Adjudication Board's Decision

Delete the second paragraph.

Delete the first sentence of the fourth paragraph and replace with the following:

Within 56 days after receiving the other Party's response or, if no such response is received, within 77 days after receiving the reference, or within such other period as may be proposed by the DAB and approved by both Parties, the DAB shall give its decision in writing to both Parties and the Employer's Representative, which shall be reasoned and shall state that it is given under this Sub-Clause.

In the last sentence of the sixth paragraph replace the word "arbitration" with "litigation".

Sub-Clause 20.7 Amicable Settlement

Delete all references to "Arbitration" in this Sub-Clause and replace it with "Litigation".

Add the following after the first paragraph:

Any amicable settlement conducted in terms of this clause will be done by mediation in accordance with rules determined by the mediator. Where the parties fail to agree on a mediator, the mediator shall be appointed by the entity or official named in Part A.1: Contract Data completed by the Employer.

Mediation shall be conducted without legal representation with the costs being borne equally by the parties.

The parties shall record any agreement reached in writing and thereafter they shall be bound by such agreement.

The mediator shall be authorized to end the mediation process whenever, in his opinion, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

If the mediation fails, then either party may require that the dispute be settled by litigation.

Delete Sub-Clause 20.8 [Arbitration] and replace with the following:

20.8 Litigation

Any unresolved dispute shall be finally determined by court proceedings in the Court as stated in the Part A.1: Contract Data completed by the Employer.

20.9 Failure to Comply with Dispute Adjudication Board's Decision

Delete all references to "Arbitration" in the conditions and replace it with "Litigation".

20.10 Disputes Arising during the Operation Service Period

Delete Sub-Clause and replace with the following:

Disputes arising during the Operation Service Period shall be addressed in the same manner as disputes arising during the Design-Build Period.

20.11 Expiry of Dispute Adjudication Board's Appointment

Delete all references to "Arbitration" in the conditions and replace it with "Litigation."

C1.3 Form of Performance Guarantee

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM PERFORMANCE GUARANTEE

For use with the Conditions of Contract as described in C1.2: PARTICULAR CONDITIONS PART A.1: CONTRACT DATA COMPLETED BY THE EMPLOYER.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means: The City of Cape Town, URBAN MOBILITY.

"Contractor" means:

"Employer's Representative" means:

"Works" means: **CONTRACT NO. 80S/2023/24, DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM**

"Site" means: The site as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means: The date of issue by the Employer's Representative of the Contract Completion Certificate.

CONTRACT DETAILS

Employer's Representative issues: Interim Payment Certificates, Final Payment Certificates, Commissioning Certificate and Contract Completion Certificate as defined in the Contract.

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 Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Representative and/or the Employer shall advise the Guarantor in writing of the date on which the Performance Certificate has been issued.

3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Representative in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the 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 Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer 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 Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee 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 28 February 2023) approved for issue of contract guarantees to the City:

1.1 National Banks

ABSA Bank Limited
Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

**DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED
FARE COLLECTION (AFC) SYSTEM**

C1.4 Form of Advance Payment Guarantee

NOT APPLICABLE TO THIS TENDER

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C1.5 Occupational Health and Safety Agreement

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

..... ,
(Contractor/Mandatory/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: 106S/2025/26

CONTRACT TITLE: **DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATIC FARE COLLECTION (AFC) SYSTEM**

I/ we,{Contractor} record as follows:

2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Pricing Schedule items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Engineer shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Engineer, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Engineer shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Engineer has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed
CONTRACTOR

Date.....

CITY OF CAPE TOWN

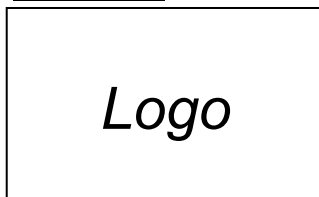
URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C1.7 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 106S/2025/26

CONTRACT TITLE: **DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATIC FARE COLLECTION (AFC) SYSTEM**

NAME OF CONTRACTOR: _____

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: _____

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C1.8 Contract of Temporary Employment as Community Liaison Officer

Does

Construction Contract No.: 106S/2025/26.

PROJECT DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATIC FARE COLLECTION (AFC) SYSTEM

AGREEMENT made between the CONTRACTOR

and the Community Liaison Officer, hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R..... per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

3.2 Maximum hours of work:
(i) 9¼ hours per day
(ii) 45 hours per week;
(iii) 5 days per week;
(iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
(v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.
If the site works later than 1 p.m., the CLO will be paid the full daily wage.

- 3.5 Workers and the CLO will not be permitted to work under conditions of:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;
 - (v) strike action or political stayaways.
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) wilful or negligent damage to or loss of machines or equipment.
- The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.
The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.
- 3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.
- 3.8 The CLO shall be given a statement with each payment on which is recorded:
- (i) the name of the Contractor;
 - (ii) the CLO's name;
 - (iii) the number of days worked by the CLO;
 - (iv) the rate per day;
 - (v) the details of any deductions made;
 - (vi) the actual amount paid to the CLO.
- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. **TERMINATION OF AGREEMENT**

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. **THE CONDITIONS OF THIS AGREEMENT**

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

Community Liaison officer:

Date:

CITY OF CAPE TOWN

Part C2: Pricing Data

Pages

C2.1 Pricing Assumptions..... 86-87

C2.2 Pricing Schedule88-101

C2.3 Schedules for Electrical Variations..... 102

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C2.1 Pricing Assumptions

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

1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
2. The quantities set out in the Pricing Schedule are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Representative from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
3. The prices and rates to be inserted in the pricing Schedule are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
4. A price or rate should be entered against each item in the Pricing Schedule, whether the quantities are stated or not. **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. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
6. Items have been provided where any further items considered necessary by the Tenderer can be priced. The Tenderer must provide full details of what has been allowed for with his Tender under these items.
7. The units of measurement described in the Pricing Schedule are metric units. Abbreviations which may be used in these Pricing Schedule are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
Days	=	"Day" as defined in the Conditions of Contract			

8. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
9. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.

10. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
11. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.
12. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Pricing Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Pricing Schedule.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Pricing Schedules, then the printed Pricing Schedules shall take these into account.

The pages of the issued Pricing Schedules should not be removed from the tender document.

13. Tenderers are referred to Clause 8 Measurement and Payment in the Environmental Management (EM) Specification in Part C3.5 in the Scope of Work for the basic principles of measurement and pricing of the EM Specification.
14. All descriptions or clauses where trade names or proprietary products are specified, are deemed to include the phrase "or equal approved"
15. Tenderers are referred to Sub-Clause 13.8 in the Appendix to Tender in Part C1.2 Contract Data regarding contract price adjustment.

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC)

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

CONTRACTORS 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'

C2.2 Pricing Schedule

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

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

Pricing Schedule

CONTENTS

SCHEDULE NO. A	PRELIMINARY AND GENERAL
SCHEDULE NO. B	SYSTEM DESIGN AND BUILD
SCHEDULE NO. C	AFC STATION GATES
SCHEDULE NO. D	VEHICLE PURCHASE ITEMS
SCHEDULE NO. E	CAPEX AND RATES
SCHEDULE NO. F	OPERATIONS AND MAINTENANCE
SCHEDULE NO. G	DAYWORKS SCHEDULE

NOTE:

Tenderer's are also referred to Part C2, Section C2.1 Pricing Assumptions.

Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Pricing Schedule which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Pricing Schedule.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Pricing Schedule then the printed Pricing Schedules shall take these into account.

Costing Note: Fixed price items for delivery shall be paid in 4 instalments all linked to the pricing for the specific Section of Work. :

30% with the 1st Payment Certificate on completion and acceptance of detailed design

15% for successful Factory Acceptance Test of the System

35% after the successful Site Acceptance Test of the System

20% on successful completion of Design and Build for Phase 1.

The pages of the issued Pricing Schedule should not be removed from the tender document.]

- (i) The quantities for Phase 1 and indicative quantities for Phase 2A as described in Part C3 of this tender document in relation to buses, stations, stops, depots, staging areas and the retail footprint are summarized in **Table 7**. The Contractor shall note that all the quantities summarised in *Table 7* below have been indicated for tender purposes.
- (ii) Please refer to Part C4 Site Information for further detail about the existing MyCiTi Phase 1 bus types, hardware utilized and stations gate matrix, as well as the intended Phase 2A stations gate matrix.
- (iii) For high-level area of operation for the MyCiTi existing Phase 1 and intended Phase 2A implementation please refer to Section C3.1 Employers Objective.

Table 7: Summary of Phase 1 and Phase 2A minimum quantities; all actual quantities may differ depending on actual operational requirements

MyCiTi Phasing	System Status	buses*	Stations	Open Stops – Kerbside	Open Stops - LAMS	Depots	Staging Areas	AFC Retail Footprint	
Phase 1 (including N2 Express)	Operational. Legacy AFC system- to be migrated to new AFC system	352	42	700	0	5	2	40	
Phase 2A –	In Plan To be implemented with new AFC system	77 12m BEB 30 9m Diesel	7	15	10	3	4 PTIs	0	
TOTAL		429	49	715	10	8	6	0	

PRICING SCHEDULE A			
PRELIMINARY AND GENERAL			
TEM	DESCRIPTION OF ITEM	UNIT	RATE R-c
A1	<i>Time Related Preliminary and General items:</i>		
a	Insurances to be provided during the Design-Build Period	Month	
b	Insurances to be provided during the Operations Service Period		
b.1	Stations; per station per month	Station Month	
b.2	Buses; per bus per month	Bus Month	
b.3	Depots; per depot per month	Depot Month	
b.4	Back office; per back office per month	Back Office Month	
c	Project and Contract management	Month	
d	Any other Time-Related Costs to meet the obligations under Section A1, not covered elsewhere, including Contractor's setting up and maintaining of his organisation and related costs, including travel, fuel, human resources, taxes, office space, workshop, spares storage and storage space for Contractor's Equipment, communications costs and including utility costs, e.g. electricity, water, municipal service charges	Month	
e	Annual PCI Data Security Standard Re-Certification (<i>Applicable from time when EMV re-introduced</i>)	Year	
f	Annual Performance Security	Year	
A2	<i>Fixed Preliminary and General items</i>		
a	Obtain First PCI Data Security Standard Certification (<i>Applicable from time when EMV re-introduced</i>)	Sum	
b	Quality Assurance Plan	Sum	
c	Any other Fixed-Costs to meet the obligations under Section A1, not covered elsewhere, including Contractor's setting up and maintaining of his organisation and related costs, including travel, fuel, human resources, taxes, office space, workshop, spares storage and storage space for Contractor's Equipment, communications costs and including utility costs, e.g. electricity, water, municipal service charges.	Sum	

PRICING SCHEDULE B			
SYSTEM DESIGN AND BUILD			
ITEM	DESCRIPTION OF ITEM	UNIT	RATE R-c
B1	<i>Systems migration: Evaluation and coordination required with Phase 1 Contractor and all stakeholders</i>		
a	AFC Systems Migration; Coordination and Migration Plan	Sum	
B2	<i>Inception, Site assessments & Inception Workshops: Including survey of the sites with assessment report.</i>		
a	Site Assessments and assessment report	Sum	
b	Inception Workshops	No	
B3	<i>Design</i>		
B3.1	<i>Fare Media Design (Limited to MyCiTi specific fare Media) System should be fare media agnostic</i>		
a	Preliminary Design	Sum	
b	Review	Sum	
c	Detail Design	Sum	
B3.2	<i>AFC System Design and Use Cases</i>		
a	Preliminary Design, Functionality and Use Cases	Sum	
b	Review	Sum	
c	Detail Design, Functionality and Use Cases	Sum	
B3.3	<i>AFC system integration to scheduling system (Existing or supplied by 3rd party)</i>		
a	Preliminary Plan	Sum	
b	Review	Sum	
c	Detail Plan	Sum	
B4	<i>Testing & Commissioning Period</i>		
a	Pre-commissioning tests -Factory Acceptance Testing (FAT) (in Cape Town)		
a.1	Pre-commissioning tests - Approval of documentation, procedures, proposed equipment	Sum	
a.2	AFC System functional test (FAT)	Sum	
a.3	Factory Acceptance Test (FAT) Test Report	Sum	
b	Commissioning tests - Site Acceptance Testing (SAT)		
b.1	Site Acceptance Testing (SAT) Test Procedures	Sum	
b.2	AFC System comprehensive functional test (SAT)	Sum	
b.4	Site Acceptance Test (SAT) Test Reports	Sum	
B5	<i>Building and Configuring Phase 1</i>		
a	AFC system build and configuration	Sum	
B6	<i>As-built documentation</i>		
a	AFC Systems Back-Office	Sum	
b	AFC Systems Failover Site	Sum	
c	Station, Bus and Depot Equipment		
c.1	Supply station equipment documentation	Sum	

ITEM	DESCRIPTION OF ITEM	UNIT	RATE R-c
c.2	Supply on-board equipment documentation	Sum	
c.3	Supply depot/staging area network documentation	Sum	
d	Operations and Maintenance Manuals, including detailed maintenance plan.	Sum	

PRICING SCHEDULE C			
AFC STATION GATES			
ITEM	DESCRIPTION OF ITEM	UNIT	RATE R-c
C	Access Gates (All existing gates to be re-used) excluding all electronic equipment. New gates to be supplied for Phase 2A with glass panels or equivalent.		
C1	Access gate with one standard panel (Existing Stations)		
a	Supply	No	
b	Install	No	
C2	Access gate with two standard panels (Existing Stations)		
a	Supply	No	
b	Install	No	
C3	Access gate with one universal panel (Existing stations)		
a	Supply	No	
b	Install	No	
C4	Access gate with two universal panels (Existing stations)		
a	Supply	No	
b	Install	No	
C5	New AFC Gates that are 1.5m from ground to top of flap allowing 40 pax per minute in closed mode for new stations and includes gate controllers. Flaps to be glass or equivalent		
a	Standard AFC access gate (New Stations)		
a.1	Supply	No	
a.2	Install	No	
b	Universal AFC access gate (New Stations)		
b.1	Supply	No	
b.2	Install	No	

Note: Items in Pricing Schedule C have been included for tender purposes. The employer retains the right not to issue a work order for any of the items in this Pricing Schedule for the duration of this tender. If the Employer issues a work order for any item in this Pricing Schedule it will be for Phase 2A stations or spare parts for the legacy stations.

PRICING SCHEDULE D			
VEHICLE ITEMS			
ITEM	DESCRIPTION	UNIT R-c	RATE R-c
D1	AFC Buses Validators		
<i>D1.1</i>	<i>AFC Telpro T20 validators</i>		
<i>a</i>	Supply	No	
<i>b</i>	Install	No	
D1.2	AFC Buses		
<i>D1.1</i>	<i>AFC Network switch (if a switch is required)</i>		
<i>a</i>	Supply	No	
<i>b</i>	Install	No	
D2	AFC Antenna		
<i>D2.1</i>	<i>3 in 1 combination Wi-Fi, GSM/UMTS and GPS antenna (IP67) incl. cabling and connectors</i>		
	<i>Tail lengths as required for a continuous installation to devices. Refer to specifications and layout drawings (if a new or separate antenna is required)</i>		
<i>a</i>	Supply	No	
<i>b</i>	Install	No	
D3	AFC Bus Cabling loom (per meter)		
<i>D3.1</i>	<i>Cable(s) between Validator and power supply terminals (if new is required)</i>		
<i>a</i>	Supply	m	
<i>b</i>	Install	No	
<i>D3.2</i>	<i>Cable(s) between OBU and Validator (if OBU is required)</i>		
<i>a</i>	Supply	m	
<i>b</i>	Install	No	
<i>D3.3</i>	<i>Cable(s) between OBU and power supply terminals (if OBU is required)</i>		
<i>a</i>	Supply	m	
<i>b</i>	Install	No	
<i>D3.4</i>	<i>Cable(s) between OBU and combination antenna (if OBU is required)</i>		
<i>a</i>	Supply	m	
<i>b</i>	Install	No	
<i>D3.5</i>	<i>Cable(s) between Validator and combination antenna (if new is required)</i>		
<i>a</i>	Supply	m	
<i>b</i>	Install	No	
D4	AFC Bus Cable connectors (if new is required)		

D4.1	<i>Connector(s) between Validator at front door and power supply terminals (if new is required)</i>		
a	Supply	No	
b	Install	No	
D4.2	<i>Connector(s) between OBU and Validator (if OBU is required)</i>		
a	Supply	No	
b	Install	No	
D4.3	<i>Connector(s) between OBU and power supply terminals (if OBU is required)</i>		
a	Supply	No	
b	Install	No	
D4.4	<i>Connector(s) between OBU and combination antenna (if OBU is required)</i>		
a	Supply	No	
b	Install	No	
D4.5	<i>Connector(s) between Validator and combination antenna (if new is required)</i>		
a	Supply	No	
b	Install	No	
D5	<i>AFC, Cabling loom for new buses (buses without existing looms)</i>		
	Supply of cables and connectors (as per "supply" rates above)		
D5.1	<i>Install looms in new buses</i>		
a	Installation in 12-meter EV buses	No	

Note: Items in Pricing Schedule D have been included for tender purposes. The employer retains the right not to issue a work order for any of the items in this Pricing Schedule for the duration of this tender. If the Employer issues a work order for any item in this Pricing Schedule it will be for Phase 2A stations or spare parts for the legacy stations.

PRICING SCHEDULE E			
CAPEX AND RATES			
ITEM	DESCRIPTION OF ITEM	UNIT	RATE R-c
E1	Back Office		
a	Supply –System.		
a.1	AFC system that is Back Office centric and is Account Based –either on site at TMC or Cloud based. The system is flexible, scalable and allows for Open and Closed Loop payments.	Sum	
E2	Failover Site		
a	Supply – AFC System		
a.1	AFC system that is Back Office centric and is Account Based. The system is flexible, scalable either on-site at Civic Data Centre or cloud based and allows for Open Loop payments	Sum	
E3	AFC Station Gate Equipment		
a	Supply and install Telpo T20 validator in gate (in case existing T20 devices are all used)	Station Gate	
b	Supply and install gate controller (in case existing controllers are all used)	Station Gate	
c	Supply and install other electronic equipment (LED display, cabling, etc)	Station Gate	
E4	AFC Kiosk (Card Office Machine)		
a	Software for Card Office Machine	Sum	
b	Install Card Office Machine software	Card Office Machine	
c	Supply and install Card Office Machine hardware	Card Office Machine	
E5	Station Gate AFC including Fare Validation Equipment (FVE) (excluding access gates items measured under AFC purchase items but including spares)		
a	Reuse of bi-directional station gate entrance/exit - Installed in existing stations (Standard gate)	Station Gate	
b	Supply of bi-directional station gate entrance/exit - Installed in New system (Standard gate)	Station Gate	
c	Reuse of bi-directional station gate entrance/exit - Installed in existing stations (Universal Accessible gate)	Station Gate	
d	Supply of bi-directional station gate entrance/exit - Installed in New system (Universal Accessible gate)	Station Gate	
e	Supply per location for Inspection Device - Phase 1	Inspection Device	
f	Supply per location for Inspection Device - Phase 2A	Inspection Device	
E6	AFC Call centre Workstation software		
a	Software application for use by Employer's call centre operator	Operator Month	
b	Support of software application for use by Employer's call centre operator	Month	
c	Interactive Voice Response (IVR) system	Sum	

d	Configuration of Voice Response (IVR) system messages to provide account balance and account information.	Sum	
E7	Depot Systems		
a	AFC systems at depots - Installed in Phase 1	No	
b	AFC systems at depots - Installed in Phase 2A	No	
E8	Interfaces with MyCiTi Back Office - installed in Phase 1		
a	Rental of Kiosk Point of Sale to process near real time debit or credit card top-up transactions	Month	
b	Rental of Retailer / Merchant Point of Sale to process near real time debit or credit card top-up transactions	Month	
c	API Interface to web hosting service provider for top-ups, account information, services, transaction information, balances and administrative functions	Month	
d	API Interface to Employer for mobile app information exchange for top-ups, account information, services, transaction information, balances and administrative functions	Month	
e	Rental of additional Point of Sale provided by payment service provider to process debit or credit card transactions	Month	
E9	Reporting		
a	Additional Ad-hoc reports that are out of scope	No	

RATES SCHEDULE F			
OPERATIONS AND MAINTENANCE			
ITEM	DESCRIPTION OF ITEM	UNIT	RATE R-c
F1	Supply of Fare Media		
a	Supply Mifare Fare Media (for tendering purposes 100 000 units)	Sum	
b	Branding of Mifare Fare Media	Sum	
c	Fare Media proposed by Contractor (other than Mifare above) (batch size 100 000 units)	Sum	
d	Travel Vouchers (QR Code facility)	No	
e	Contractor, consultant, visitor and test cards (RFID)	No	
f	Service Cards for Operations RFID)	No	
F2	AFC Operations		
F2.1	Base Version and Tariff Rollouts		
a	Preparing and running rollout package from route data	No	
b	Preparing and running rollout package from tariff schedules	No	
c	Overnight verification and release of update	No	
F2.2	Route surveys (average km and stops)		
a	Provision of Route survey report per average route	Route	
F2.3	Retailer Network Management		
a	Retailers to be enabled via Apps developed by 3 rd Parties. Contractor to ensure correct interfacing to App	Month	
F2.4	Operations and maintenance of legacy Phase 1 AFC system during the DB phase for Phase 1 contract	Month	
F2.5	Operations and maintenance of new Phase 1 system to contract end	Month	
F2.6	General Operations (All other operational items not contained in F 2.4 and F 2.5 above)	Month	
F3	Maintenance Rates shall include required Response and Repair times, Forcelink interaction and data capturing, i.e. update of asset databases		
F3.1	Back-office and Failover Systems		
a	AFC Back Office systems maintenance and support		
a.1	Back Office maintenance and support	Month	
a.2	Back Office & Failover Operating System license	Year	
a.3	Back Office & Failover Database license	Year	
a.4	Other Back Office & Failover software licenses	Year	
a.5	Failover / Disaster Recovery Back Office maintenance and support	Month	
a.6	Failover test (2 per year), including Failover test procedure and test report	No	
a.7	Daily Database Back-up and Archiving	Month	
a.8	Call centre system maintenance	Month	
F3.2	Vehicle AFC system		

a	Maintenance per Bus (including all bus AFC components, validators and antennas)	Bus Month	
F3.3	Station AFC		
a	Maintenance per Station (excluding gates and Kiosks)	Station Month	
b	Maintenance per Kiosk	Kiosk Month	
c	Maintenance per dual panel Access Gate (including all gate components, validators, LED signs and gate controller)	Gate Month	
d	Maintenance per single panel Access Gate (including all gate components, validators, LED signs and gate controller)	Gate Month	
F3.4	Depot AFC system (excluding communication network)		
a	Maintenance per Depot	Depot Month	
F3.5	Other Aspects of the System not covered above (stops, other top-up and card sale or schedule messaging locations)		
a	Maintenance per item	Month	
F3.6	Database Administration		
a	AFC system that is Back Office centric and is Account Based -on site server based at TMC. The system is flexible, scalable and allows for Open and Closed Loop payments.	Month	
F3.7	Provision of Spares		
a	Provision of spares (provide list, quantities and rates of spares to be provided)	Sum	
b	Handover of spares at Contract Completion (according to list and quantities in a above)	Sum	
F3.8	Handover		
a	Handover of AFC system, software, asset list, passwords, licenses, security keys, etc at Contract Completion	Sum	
F4	System Decommissioning (as and when instructed by the ER)		
a	AFC system decommissioning per bus	Bus	
b	AFC system decommissioning per bi-directional station entrance/exit	Station Entrance	
c	AFC system decommissioning per station kiosk	Station Kiosk	
d	AFC system decommissioning per depot	Depot	
e	Back-office and Failover Site decommissioning	Sum	
F5	Re-commissioning (if required or selected by Contractor)		
a	AFC system re-commissioning per bus	Bus	
b	AFC system re-commissioning per bi-directional station entrance/exit	Station Entrance	
c	AFC system re-commissioning per station kiosk	Station Kiosk	
d	AFC system re-commissioning per depot	Depot	
e	Back-office and Failover Site	Sum	
F6	Bank Commission		
a	Commission charged by Acquiring Bank	%	

PRICING SCHEDULE G			
DAYWORKS SCHEDULE			
ITEM	DESCRIPTION OF ITEM	UNIT	RATE R-c
G1	<i>Dayworks - Labour (normal working hours)</i>		
a	Unskilled labour	Hr	
b	Electrical technician	Hr	
c	Electronic technician	Hr	
d	Systems engineer	Hr	
e	Systems integrator	Hr	
f	Software developer	Hr	
g	Administration	Hr	
h	Project Manager	Hr	
i	Schedule adherence and bus tracking system specialist	Hr	
j	Schedule planning system specialist	Hr	
G2	<i>Dayworks - Labour (outside normal working hours)</i>		
a	Unskilled labour	Hr	
b	Electrical technician	Hr	
c	Electronic technician	Hr	
d	Systems engineer	Hr	
e	Systems integrator	Hr	
f	Software developer	Hr	
g	Administration	Hr	
h	Project Manager	Hr	
i	Schedule adherence and bus tracking system specialist	Hr	
j	Schedule planning system specialist	Hr	
G3	<i>Daywork - Material</i>		
a	Daywork – Ambassadors, Assistants, Trainers Material	Prov Sum	R 2 000 000
b	Unskilled labourers	Prov Sum	R 1 000 000
G4	<i>Travel and accommodation costs (overseas personnel for training & operational support only)</i>		
a	International return flight ticket in economy class	No	
b	Accommodation per person per night	No	
c	Car rental	Day	

Note: Items in Pricing Schedule G have been included for tender purposes. The pricing in this schedule will only be used in cases of work orders requested by the Employer for Works outside the scope of the Employer's requirements.

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I I/we, the undersigned, do hereby declare that these are the properly Pricing Schedules forming Part C2.2 of this Contract Document in consecutive order upon which my/our tender **for TERM TENDER NO. 106S/2025/26: DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM**

has been based. If I/we have submitted a printed version of the Schedule of Rates, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF TENDERER:

DATE:

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE
COLLECTION (AFC) SYSTEM

C2.3 Schedule of Rates for Electrical Variations

[Not applicable to this tender.]

PART C3: SCOPE OF WORK

Part C3: Scope of Work

C3.1. EMPLOYER'S OBJECTIVE

- C3.1.1. *Terminology*
- C3.1.2. *Introduction*
- C3.1.3. *Employer's Requirements*

C3.2. ENGINEERING

- C3.2.1. *Introduction*
- C3.2.2. *Legislation, Standards, Codes and Rules*
- C3.2.3. *Environmental Requirements*
- C3.2.4. *Communications Network*
- C3.2.5. *Electrical Requirements - Electrical, Wiring and Connections*
- C3.2.6. *Preliminary Items*
- C3.2.7. *Quality Requirements*
- C3.2.8. *Security and Certification (TIPP / PCI PA / PCI DSS)*
- C3.2.9. *Testing*
- C3.2.10. *Test Documentation*
- C3.2.11. *Training*
- C3.2.12. *Competence of Personnel, Workmanship and Staff*
- C3.2.14. *Travelling and Accommodation for Training and Operational Support*
- C3.2.15. *Extent of The Works - As-Built Drawings and Documentation*
- C3.2.16. *Change Control*
- C3.2.17. *Core AFC system's Hardware and Software*
- C3.2.18. *Access Gates*
- C3.2.19. *Bus Equipment*
- C3.2.20. *Accounting Policy and Accounting System*
- C3.2.21. *Meetings*
- C3.2.22. *Equipment Warranties of Purchase Items*

C3.3. Procurement

- C3.3.1. *PREFERENTIAL PROCUREMENT*
- C3.3.2. *SUB-CONTRACTING PROCEDURES*

C3.4. Construction

- C3.4.1. *Trade Names or Proprietary Products*
- C3.4.2. *Applicable Standardised Specifications*
- C3.4.3. *Particular / Project Specific Specifications*
- C3.4.4. *Wayleaves, Permissions and Permits*

- C3.4.5 *Local Production and Content*
- C3.4.6 *Employment of Security Personnel*
- C3.4.7 *Universal Access*

C3.5 Management

PART C4: SITE INFORMATION

C4.1 AFC Site Information - MyCiTi Phase 1

- C4.1.1 *Technical Description*
- C4.1.2 *Fare Structure*
- C4.1.3 *Two-Step Validation Process*
- C4.1.4 *Integration Between the AFC and APTMS*
- C4.1.5 *Distance Calculations*

Part C5: Returnable Documents

Status

[Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

- C3.2 Engineering
- C3.1 Scope of Works

|

C3.1. EMPLOYER'S OBJECTIVE

C3.1.1. Terminology

- (i) In these functional specifications, the following terms bear the following meanings (provided that capitalised terms used in these functional specifications and not defined below will have the meanings assigned to them in the main Agreement).

Table 8: Summary of Terms Used in the Scope of Works

ABBREVIATION, ACRONYM OR TERM	DEFINITION
Account Based Ticketing (ABT)	ABT is a transit fare payment system whereby the fare media is linked to an account (with stored 'money' value) located in the fare payment system back office, and from where all transactions performed on the system using the fare media are resolved and settled.
Acquiring Bank	Is a financial institution that receives card Transactions and then settles the Transaction with the card-issuing bank.
AFC	Automated Fare Collection.
AG	Auditor General.
AP	Wi-Fi Access Point.
API	Application Programming Interface.
Advanced Public Transport Management System (APTMS)	The bus Scheduling systems; see Scheduling System
APN	Access Point Name; the name of a gateway between a mobile network and another computer network.
BEB	Battery Electrical Bus
Breakdown	A type of Failure where a system component is completely unable to function.
BRT	Bus Rapid Transit
bus	A vehicle onto which System Devices for fare collection and Scheduling have been installed, may in future include Dial-a-Ride and Minibus Taxi vehicles.
Business Day	Any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.
Business Hours	The hours of 08:00 to 17:00 on Business Days. For the banking sector, the hours of 09:00 to 21:00 on Business Days.
Business Intelligence (BI)	business intelligence comprises the strategies and technologies used by enterprises for the data analysis of business information.
Bus Fare Validation Equipment (FVE)	Refer to FVE definition.
CAD	Computer Aided Dispatch
CBP	Current Best Practice
CCT	City of Cape Town also known as CoCT. Can be used interchangeably with the term 'City'.
CCTV	Closed-circuit television camera system
Change Order Request	A document used to initiate a request for a change, used as part of contract management. Converted into a work order after the change request has been authorised.
Contractor's Representative	The person named in the 'Contractor's Representative' contained in the Contract Data.
BYOD	Bring Your Own Device
CVM	Card Vending Machine
Downtime	Any time that a System related component is not able to function as intended.
Emergency Maintenance	A subset of Responsive Maintenance, Emergency Maintenance is performed in response to an unexpected Failure, damage or Fault that requires immediate action

ABBREVIATION, ACRONYM OR TERM	DEFINITION
EMI	Electromagnetic Interference
Employer	means the person named as Employer in the Contract Data and the legal successors in title to this person. Can be used interchangeably with the term 'City'
EMV	Europay Mastercard Visa
EMV Standards	The Integrated Circuit Card Specifications for chip-based payment cards and point of sale (POS) acceptance devices.
End-of-Life	When material or Equipment are no longer manufactured and/or supported.
Employer's Representative	The person appointed as such in terms of the Contract Data
Equipment	Equipment is a collective term for referring to devices holistically that is necessary for a particular purpose i.e., referring to the complete device including the device's Hardware, software, and Firmware components. And may include Employer Equipment as foreseen in 1.1.33 of FIDIC Gold Book definitions.
Fault (Faulty) or Failure	When an item can no longer fulfil one or more of its intended functions or operates in an unstable condition or outside of certain acceptable operating parameters. An item does not need to be completely unable to function to have suffered a Failure. Partial functionality will be considered a Failure. Software/Firmware that becomes out of date is considered a Failure.
Fare Media	Any form of identification to an associated account used as an alternative to cash to pay for travel, such as a smart card, mobile app, or QR code etc. Fare Media are the instruments (such as bank / RFID Smartcards, mobile phones and wearables) accepted by a public transport fare payment system to allow users to access public transport services.
Firmware	A type of software that's embedded in Hardware devices to help them function.
FTP Site	A standard network protocol used for the transfer of files from one host to another over a Transmission Control Protocol (TCP)-based network, such as the Internet.
Fare Validation Equipment (FVEs)	Is used to verify that a user of the public transport system has a valid fare payment method (fare media) to board. This equipment includes validators, (fare) access gates, and handheld readers.
Golden Arrow Bus Services (GABS)	A government subsidised bus service, which is privately operated typically providing scheduled user services across the length and breadth of the Western Cape Province within which it operates.
GPS	Global Positioning System.
GSM	Global System for Mobile communication is a digital mobile network.
Hardware	Hardware refers to the physical components of devices and includes the components that allow the system to function.
ICT	Information and Communication Technology
Identifier	A unique item of information that enables a specific component of the information technology infrastructure to be differentiated in the administration records.
Informal Vendors	An informal vendor is a person who offers goods or services for sale to the public without having a permanent built structure but with a temporary static structure or mobile stall. Street vendors could be stationary and occupy space on the pavements or other public/private areas, or could be mobile, and move from place to place.
International Organization for Standardization / International Electrotechnical Commission (ISO/IEC)	ISO and IEC are international non-governmental organizations that develop and publish standards for products, services and systems. The IEC focussing more specifically on Electrical, Electronic and related technology systems.

ABBREVIATION, ACRONYM OR TERM	DEFINITION
Issuance Subsystem	The subsystem through which a diversity of POPs such as both formal and Informal Vendors operated by the Employer as well as designated resellers allows Users to acquire Fare Media, products and Load (prepaid) Value.
ITS	Intelligent Transport Systems
Job	A work order which contains all the necessary information required to perform a maintenance Task.
Journey	One or more one-way trip segments, connected through permitted closed and open transfers, as defined in the tariff schedule.
KPI	Key Performance Indicator.
LAMS	Left aligned median stops.
LAN	Local Area Network.
Maintenance	Activities of a repetitive, recurring nature, which are performed safely, effectively, and efficiently to fulfil the purpose for which the system is used and to keep the system in the condition of functionality, within reasonable limits, for which it was initially intended within its normal expected life span and includes Preventative Maintenance and Emergency Maintenance, and "Maintain" has a similar meaning
Maintenance Plan	A documented plan defining a detailed approach to system maintenance. It describes application of the maintenance program to a specific system or set of systems. It typically identifies the maintenance activities, priorities, timetables, resource commitments and expenditures.
MPLS	Multiprotocol Label Switching is a routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses.
MTBF	Mean Time Between Failures.
Municipal Finance Management Act (MFMA)	Treasury norms and standards for local sphere of government to secure sound and sustainable management of the financial affairs of municipalities and other institutions in the local sphere of government.
myconnect Card	A City of Cape Town branded travel Smartcard (Fare Media) which is currently being used by users travelling on the MyCiTi Phase 1 service to pay for public transport product related Transactions.
National Department of Transport (NDoT) Data Structure	A logical structure of data elements defined by the National Department of Transport as an enabler for compliance with the existing Regulations for Integrated Fare Systems, such as the compliant existing myconnect Smartcard which hosts this NDoT data structure on the card.
Node	System Devices associated with a single AFC Station, Depot, Back-office, Help desk, or 4 scheduled buses at a Depot

ABBREVIATION, ACRONYM OR TERM	DEFINITION
Node Critical Failure	Any failure and/or incident seriously affecting fare collection and the operational effectiveness of a Node, inclusive of the following System Device failures: a) Where revenue will be lost because of the failure or if it seriously impacts the ability to operate and collect tariffs. b) Where the required Availability or the maximum monthly Downtime per Node is exceeded. c) Where commuter queues are created because of the failure of multiple gates at a station. d) Where the top-up functionality at a station kiosk is not available to commuters. e) Where the failure impacts the ability of commuters to use the AFC buses or top-up their accounts. f) Where the System Devices at 4 or more buses at any depot are not functioning correctly. g) Where the failure will create audit findings, impact the ability to monitor the submission of data, impact the ability of the City to reconcile or create scenarios where 4 or more buses cannot depart or cannot operate.
OBUs	On-board Unit, also referred to as a Vehicle Logic Unit (VLU).
OEM	Original Equipment Manufacturer.
Operational Hours	Also referred to as System Operating Times.
Payments Association of South Africa (PASA)	Is the payment system management body recognised by the South African Reserve Bank (SARB), in terms of the National Payment System Act of 1998.
PCI	Payment Card Industry.
Payment Card Industry data security standard (PCI DSS)	The Payment Card Industry Data Security Standard is an information security standard for organizations that handle branded credit cards from the major card schemes. The PCI Standard is mandated by the card brands but administered by the Payment Card Industry Security Standards Council.
Planned Maintenance	Maintenance for which a Job procedure (pre-determined or otherwise) has been documented. All labour, Materials, tools, and Equipment required have been estimated and availability assured before the commencement of the Task. This is a subset of Responsive Maintenance
Points of Presence (POP)	Locations where transfer of monetary value can be initiated for credit to accounts.
Point of Sale terminal (POS)	A point-of-sale terminal is a Hardware system for processing digital payments, a facility where payment of goods or services by electronic means can be conducted, or value uploaded to a public transport account.
Prepaid Value	Pre-payment of monetary value to an Account to procure transit rights – i.e., R1.00 equals 1 Public Transport (or, Mover) Point.
Prepaid Value loading	Means the Rand value loaded to a user's Account based on the amount determined by the user and stored in the user's account as Public Transport (or, Mover) Points.
Preventative Maintenance	Maintenance performed on a routine basis at predefined scheduled intervals for the upkeep of the system, including without limitation, checking, testing, inspecting, recordkeeping, cleaning and periodic replacement when called for in the Maintenance Plan.
Production Environment	Is the final stage of software development, where the final version of a product is made available to the public. Also referred to as the 'live' environment.
Private Security Industry Regulatory Authority (PSIRA)	Regulatory authority to protect the constitutional rights of all people to life, safety and dignity through the effective promotion and regulation of the private security industry.
Quality Assurance (QA)	Is a systematic process that ensures products or services meet the required standards. It involves planning, implementing, and assessing a product or service to ensure it meets the Employer's expectation.

ABBREVIATION, ACRONYM OR TERM	DEFINITION
RCA	Root Cause Analysis.
RFI	Radio Frequency Interference.
Responsive Maintenance	Maintenance performed in response to a Failure to rectify the problem, also known as corrective maintenance. Responsive Maintenance includes both Planned/Scheduled Responsive Maintenance and Unplanned/Unscheduled/Emergency Maintenance.
Sales Terminal (ST)	Means a Hardware system used by the Contractor to perform Issuance Subsystem functionality.
SANRAL	South African National Roads Agency SOC Ltd.
Scheduling Systems	Consists of schedule planning, bus schedule adherence and live operational controls, supply of live user information and reporting.
Scheduled Maintenance	Any maintenance work that has been planned and included on an approved maintenance schedule and may form part of either Responsive Maintenance or Preventative Maintenance.
Service Level (SL)	The level according to which the Services are to be provided, as set out in these Specifications.
Service Level Agreement (SLA)	Is a legally binding Agreement that outlines the services the Contractor will provide to the Employer. It also defines the standards for those services and how performance will be measured. For the purposes of this Contract, it refers specifically to the Key Performance Indicators and performance evaluation with regards to the maintenance services to be performed under this Contract.
Single Trip Ticket	A prepaid, non-reloadable ticket issued for the redemption of a single trip provided by the issuing operator.
Smartcard	A plastic card with a built-in microprocessor to store and process data and records. Also referred to as a chip card or an integrated circuit card.
Software	Is the set of instructions, data or programs used to create operational functionality within the AFC system can be cloud-based.
SQL	Structured Query Language.
Standard Operating Procedures (SOPs)	Are step-by-step written instructions that describe how to perform a routine activity i.e. how a process works. Standard operating procedures help maintain safety, correctness, efficiency and ensures continuity. SOPs need to be periodically reviewed and (where necessary) updated to keep them current.
System Device	AFC Equipment, AFC Hardware and/or AFC Software, as the case may be.
System Operating Times	04:00 to 22:00; Monday to Saturday and 04:30 – 20:30 Sundays and public holidays.
Task	A work order which contains all the necessary information required to perform a Task.
Ticket	A certificate or token showing that a fare or admission fee has been paid and acting as a means of access or passage.
TMC	Transport Management Centre in Smartt Road, Goodwood
Transaction	An exchange of goods, services or funds.
Transaction Subsystem	The Transaction Subsystem allows for users to travel cashless and contactless on the Employer's MyCiTi services, and includes the FVE, Driver Consoles, Inspection Devices, Access control devices, Fare Evasion devices and related communication Equipment.
VLU	On-board Vehicle Logic Unit also referred to as an OBU.
VOC	Vehicle Operating Company.
WLAN	Wireless Local Area Network.
Work Order Request (WR)	A document used to initiate a request for a maintenance Task. Converted into a work order after the work request has been authorised.
XML	eXtensible Markup Language.

ABBREVIATION, ACRONYM OR TERM	DEFINITION
Words defined in the Fidic Conditions of contract for design build and operate projects™ (Gold Book) will have a similar meaning in this scope of work section.	

C3.1.2 Introduction

- (i) The Employer's initiative started in 2008 to improve public transport and the consolidation of responsibility for all modes of public transport at the municipal level, national government initiated and funded program to have Bus Rapid Transit (BRT) systems built in key Cities, including the City of Cape Town (CCT), across the country. With the emphasis on building integrated networks across the different modes of public transport, these Cities were required to develop Integrated Public Transport Network (IPTN) Plans, which would serve to create inclusive Cities for all.
- (ii) In support of its broader IPTN implementation, the Employer commenced with its BRT program during 2008/9 that culminated in the launch of its MyCiTi BRT service in 2010 with Phase 1, which is now fully operational and features bus services operating north to south and vice versa along the west coastline of the city.
- (iii) Phase 1 consists of high-speed 'trunk' routes with dedicated median bus lanes, direct routes, and enclosed stations for rapid user on-and-off boarding, as well as 'open' kerbside stops and feeder routes to the trunk routes and is supported by two key electronic systems, namely the MyCiTi AFC System and Advanced Public Transport Management System (APTMS), which are currently both fully operational.

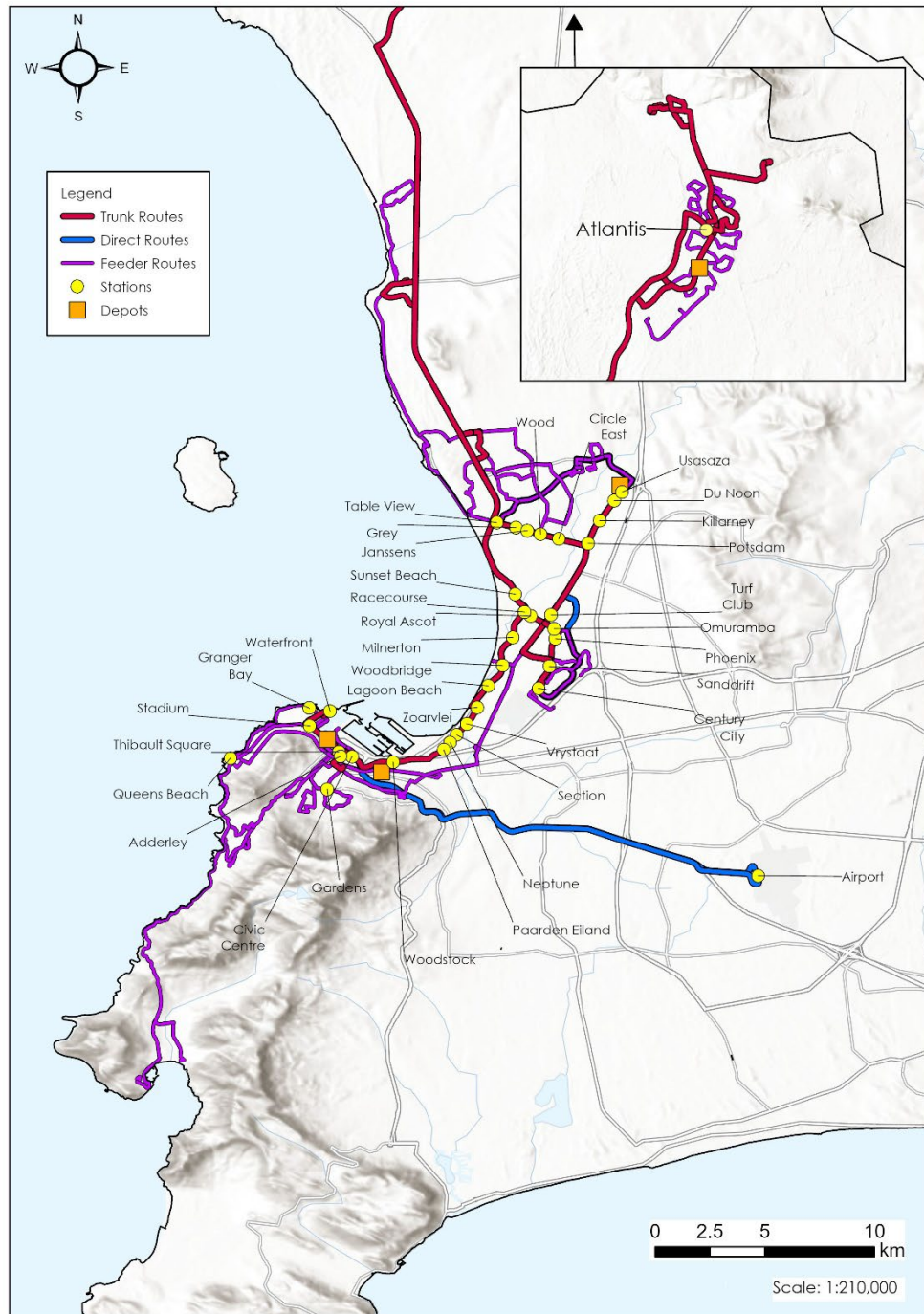


Figure 2: Area of operation for the existing MyCiTi Phase 1

- (iv) The planned expansion of the MyCiTi service to include Phase 2A, also referred to as the Lansdown – Wetton, or Metro Southeast (MSE) corridor, is currently under construction and aims to facilitate the movement of people between the Metro Southeast and Claremont and Wynberg providing access to destinations along the corridor via the MyCiTi service. Although with similar features to Phase 1, Phase 2A will additionally include the construction of 'open' left aligned median stops (LAMS). Battery Electrical Buses (BEBs) are currently being procured to operate along this corridor.
- (v) The Phase 2A minimum infrastructure intended to be completed is shown in *Figure 3*.

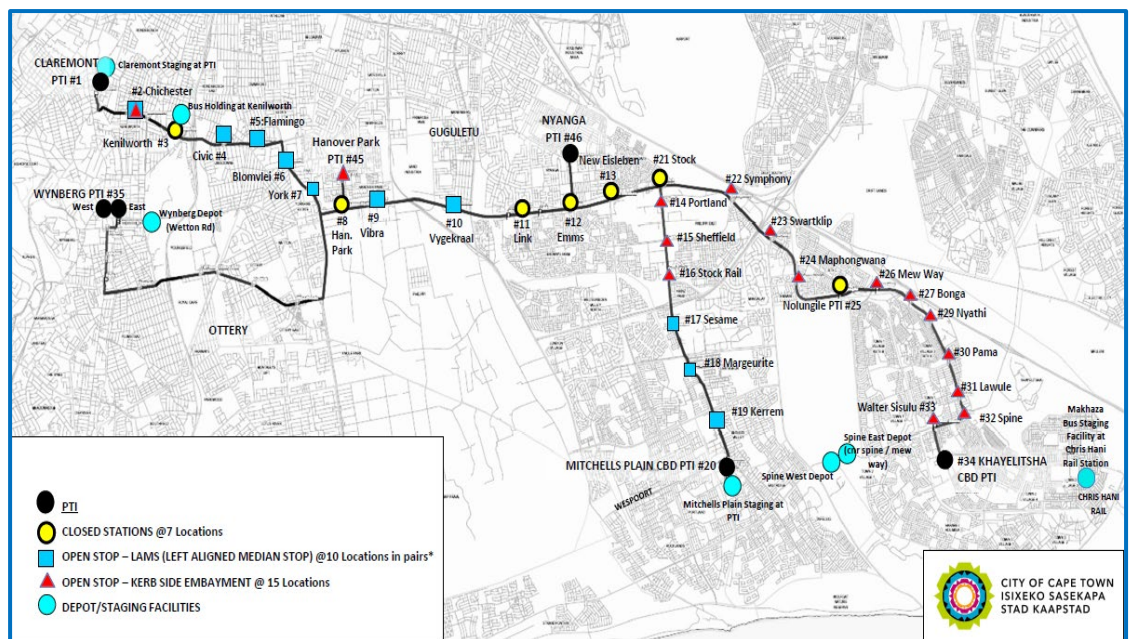


Figure 3: Area of minimum operation for Phase 2A

- (vi) The MyCiTi fare collection service evolved from a paper Ticket system to a card centric system whereby users of the MyCiTi service use contactless myconnect branded Smartcards to facilitate the fare collection process.
- (vii) A comprehensive fare regime with supporting business and fare rules was established and implemented through an annually updated tariff schedule, including a range of fare products available for purchase by the users which are loaded onto and stored on their myconnect cards.
- (viii) The fare structure adopted is distance-based with a base fare and distance calculation based on the distance travelled, requiring users to tap in at the start of a trip and tap out at the end of their trip. Please refer to Part C4 Site Information for further detail about the key features of the fare structure (including fare products), validation process and distance calculation
- (ix) The existing MyCiTi bus Scheduling Systems form part of the APTMS, which also includes the on-board CCTV system and other auxiliary systems such as station intercoms and alarm systems, as well as auxiliary services such as network infrastructure and Wi-Fi at depots.
- (x) Buses are currently operated across four (4) Vehicle Operator Companies (VOCs).
- (xi) The existing MyCiTi AFC system is currently operated and maintained by an AFC Contractor on behalf of the Employer.
- (xii) Although the APTMS is currently maintained by an APTMS Contractor on behalf of the Employer, it is operated by Employer appointed operators located at the MyCiTi control centre at the TMC.

C3.1.3 Employer's Requirements

C3.1.3.1 Introduction

- (i) The Employer intends to appoint a Contractor for a period of 3 (three) years to design, build, operate and maintain a new Automated Fare Collection (AFC) System that is back office centric utilizing an account-based ticketing solution (ABT) in support of fare media agnosticism.
- (ii) The new AFC system will replace the existing AFC card centric system currently operating on MyCiTi Phase 1 and N2 Express routes (legacy systems) and then be rolled out further to include the MyCiTi Phase 2A routes as construction progresses.
- (iii) This contract includes the operation, maintenance and migration of the legacy AFC system (MyCiTi Phase 1) to the new AFC system.

C3.1.3.2 Overview of Functional Scope

- (i) The Contractor shall propose an AFC back-office centric Account Based Ticketing (ABT) solution that is functionally fare media agnostic and able to accept both open and closed loop payments for fares.
- (ii) In this architecture the user account in the back-office stores all the relevant data, such as the remaining balance, product, and Journey information, with the fare media being used as a token or identifier to link the user to their account in the back office. The Contractor shall operate and maintain the existing AFC system until migration is completed.
- (iii) Use existing network infrastructure and network equipment provided by the City and/or previous contractor
- (iv) The Contractor (this Contractor) shall be required to design and build a full featured, highly configurable and well-proven AFC system that supports Hardware agnosticism and the enablement of new technologies, as well as being sufficiently flexible to facilitate integration with other Operators, in the future (such as GABS and PRASA).
- (v) The Contractor (this Contractor) shall lead the integration between the new AFC system and the APTMS (bus scheduling system). This integration shall provide accurate live location information between the two systems. The Contractor (this Contractor) as the lead for the integration between the two systems shall recommend which system shall be the primary source of GPS data.
- (vi) The Contractor (this Contractor) shall ensure that a redundancy is in place if the primary source of GPS data cannot supply GPS data the AFC system.
- (vii) The integration functionality on-board the bus shall allow for a single user login for both systems.
- (viii) The new Back Office can be an on-premise at the Transport Management Centre (TMC) in Goodwood, Cape Town or cloud-based system. The cloud-based system if offered will be hosted within the geographic border of South Africa and comply with the National and CCT policies, as well as POPIA legislation.

- (ix) During Phase 1 operations, the Contractor shall be required to install AFC related Equipment in support of the operationalization of MyCiTi Phase 2A buses, stations, depots and staging areas.
- (x) A 3-month hand-over period will be allowed for the Contractor to take over the legacy Phase 1 operations (for AFC) and maintenance duties from the 'exiting' Contractor, whereafter the contractor will be responsible for the maintenance and operation of the legacy Phase 1 operations until the commissioning of the new Phase 1 AFC System.
- (xi) Support for the exchange of data/information through Application Programme Interfaces (API's).
- (xii) Recommend report types that align with an AFC system utilizing an ABT solution that will improve monitoring and analytical capability of the provided AFC system.
- (xiii) Recommend changes to and develop the business rules and processes/standard operating procedures (SOPs) that align with an AFC system utilizing an ABT solution that will improve efficiency and accuracy of the provided AFC system and are cognisant of the existing business rules.
- (xiv) The new AFC system will utilize the existing infrastructure and equipment that can be reused/repurposed, such but not limited to, as the:
 - Back Office Hardware if on premise is selected.
 - Use the existing Telpo T20 validators and gate controllers.
 - Network distribution at the stations to the AFC Equipment.
 - Network connections both cellular APN and MPLS network.

Please refer to Part C4: Site Information for the list of the existing Phase 1 AFC assets for the Contractor to review and indicate what equipment will be reused/repurposed.
- (xv) The Contractor (this Contractor) shall be responsible for the System Migration from the legacy Phase 1 AFC System to the new AFC System:
 - The migration of the existing Phase 1 AFC system, including data migration, to the new AFC system shall be carried out in an orderly and systematic manner to ensure that during the migration process MyCiTi operations continue to function without any interruption, with all MyCiTi bus fares continuing uninterrupted to be collected, reconciled and reported on.
 - The Contractor's programme shall provide sufficient detail to demonstrate how it intends to carry out the work.
 - The Contractor shall liaise, coordinate, cooperate and work closely with all stakeholders to ensure a smooth system migration process.
 - The contractor shall take-over operations of the existing legacy AFC system and operate the system until migration is complete.
 - The legacy AFC system, including data migration, shall be migrated to the new AFC system in accordance with the Contractor's migration plan and shall be migrated to the new system within a 3 (three) month period, after the completion of the build stage of the new Phase 1. The Contractor shall submit its Systems Migration Plan within 2 months of the Commencement Date
 - The Contractor (this Contractor) who will be responsible for the decommissioning of the legacy Phase 1 systems and removal of Hardware that is not going to be reused, shall coordinate closely with the relevant stakeholders as set out in section 3.1.13 d.

Where the newly appointed Contractor (this Contract) has decided not to reuse the Hardware it shall propose to the Employer how it can be disposed of.

- The Contractor (this Contractor) shall dispose of all the old assets that have reached end of life from the legacy systems in accordance with the City's Condemnation processes.
- The Contractor (this Contractor) shall setup and commission the back office and design, build, testing and commission equipment on buses, in stations, in depots, in staging areas and bring the systems live on a systematic basis and in accordance with the approved migration plan.
- Testing and commissioning of the systems migration shall form part of the overall systems testing and commissioning.

(xvi) After successful commissioning of the new AFC Phase 1 system, the Contractor shall operate and maintain the new AFC system in accordance with the requirements stipulated in Part C3 of the tender document on behalf of the Employer. The Contractor shall provide all services (including support services) in relation to the AFC system.

(xvii) The Contractor shall only be able to start the building of the AFC system once the completed detailed designs have been shown to meet the Employer's functional requirements and agreed and accepted, together with the use cases that shall be utilized for testing and acceptance for the new AFC System. The Phase 1 AFC legacy system migration plan must be approved prior to commencement of system Build. The Phase 2A work shall be Built in alignment with the overarching project progress for Phase 2A.

(xviii) The Contractor shall be responsible for the on-site co-ordination with sub-contractors and other contractors. Due allowance shall be made for this liaison and on-site co-ordination in the Contract price:

- Work associated with an existing and in-use system requires extensive coordination with other parties. Extensive on-site liaison between the different contractors including the facilities management contractor and the VOC will have to be undertaken.
- Access to the Site shall be provided by the Employer and or another contractor employed by the Employer. The performance and execution of the Works on the Site shall be subject to control of the site by the Employer Representative. Access to the site might require the application for a specific pass or permit from the Employer Representative.
- All costs relating to co-ordination of services must be priced under the project management line item in the preliminary and general section of the schedule of quantities.

(xix) The primary functionality required from the AFC system is illustrated in *Figure 4* below.

(xx) *The Employer shall be responsible for:*

- Defining the fares, products and maximum price of services that the Contractor may charge the traveler. The Employer may have to coordinate with other agencies to determine fares, which will not concern the Contractor. However, the Employer will need to coordinate with the Contractor to agree the business rules.
- *Revenue Management* - The Employer is responsible for engaging the Revenue Manager who manages all paid fares according to the AFC system.
- *Performance Management* - As the contracting authority, the Employer is responsible for managing the contract regarding all AFC aspects and verifying the performance of the Contractor.

- *Management of Functional Requirements* -The Employer is responsible for ensuring that the functional requirements of the AFC system are open, well-described and maintained such that other AFC System Equipment vendors can integrate their Equipment. This pertains mainly to future envisioned phases of the MyCiTi system but may include other public transport modalities in the city. This responsibility may include the role of a certifying authority.
- *Configuration Management* - The Employer is responsible for providing the Contractor with its required configurations, including but not limited to business rules, fares, products screen flow configurations (i.e., the look and feel) on the bus (in relation to the user and the driver) & gate validator (in relation to the user) and communications, within the time period as agreed between the Employer and the Contractor.
- *Facilitating Access to all relevant stakeholders and other 3rd parties* – The Employer is responsible for providing the Contractor with access to the relevant stakeholders and other 3rd parties as and when required and within the stipulated period set out by the Contractor

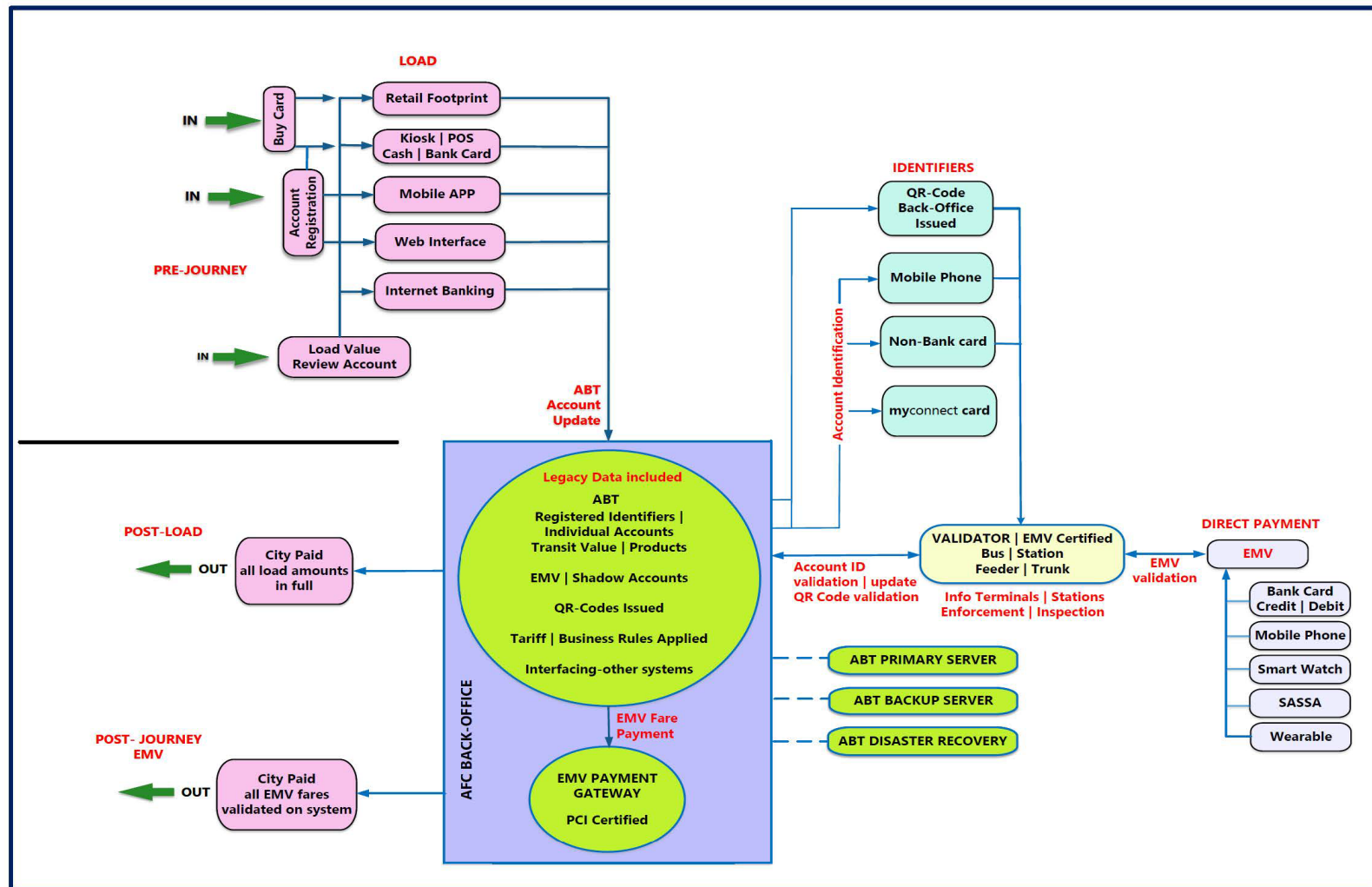


Figure 4: AFC System Primary Functional Requirements

C3.1.3.3 AFC Functional Requirements

- (i) The AFC system will provide but not be limited to the following features:
- Fare media agnosticism in support of accepting fare media such as contactless EMV and RFID (such as Mifare, Cipurse) cards, QR codes, mobile phones, Apps and payment wallets and so forth.
 - Be capable of mitigating counterfeiting and fraud.
 - Be able to manage multiple fare structures (distance, time-based fare, zonal, concession loyalty schemes and so forth) at a time.
 - Enable top-up value-added services (Apps, internet banking and so forth).
 - Be able to allow for the introduction of fare capping or special discounts.
 - Be based on automated entry and exit gates at stations, Info terminals, office machines (in the station kiosks for loading value and card sales), inspection and validation machines and so forth.
 - Ensures effective revenue protection and management.
- (ii) The Back Office and Accounts are the main component of the AFC System, providing all necessary parameters and clearing and settlement services based on the Transactions uploaded. Additional AFC systems could form part of the environment once PRASA and GABS start integrating into the AFC system.
- (iii) The AFC system shall be capable of performing Journey reconstruction, clearly indicating the operator and vehicle, MBT Feeder or BRT bus travelled on so that apportionment of fares can be performed.
- (iv) The AFC system shall provide interoperable fare management, making it possible to define interoperable fare strategies, common parametrization, and interoperable business rules when third party operators are introduced to the system.
- (v) The main functionalities required by the different layers of the AFC System architecture include as a minimum the elements consolidated in **Table 9**. It is important to note that this is a guide to the required functionality, and if architecture has progressed a more efficient architecture may be proposed.

Table 9: Main AFC System Functionality

LEVEL	DESCRIPTION	SUB-SYSTEMS	FUNCTIONALITY
AFC Back Office Functionality	AFC Back Office Centre	Transaction Clearing House (TCH)	• Fare Media Management • Transit Products Management • Tariff (& business rules) Management • Layout Management • Transaction Clearing & revenue Apportionment • Transport Network Topology Management • Equipment Management • Validation Lists Management
		User Accounts Management System	• User Account Database
		Help Desk Management System	• AFC system query management
		Top-Up System	• Retailer footprint Management • Station Kiosks Management • Web interface Management • Mobile App Management • Internet Banking Management

LEVEL	DESCRIPTION	SUB-SYSTEMS	FUNCTIONALITY
		Keys & Security Management System (Kms)	- Keys Management - Security Management
		Fault Reporting System	Fault and SLA Management
		Reporting & Analysis	Reporting and analysis (such as detecting suspicious activity on the system)
		Monitoring	Monitor L1 & L2 AFC Equipment status
		Change Control Management	Change the status of L1 & L2 AFC Equipment and/or Software configuration(s)
		Data Collection and Forwarding	- Data Upload/Download from/to L1& L2 - Transaction forwarding to Back office - Transactions accounting
		Disaster Recovery and Backup Management	- Failover Management (to be able to be restored within a maximum time of 6-hrs) - Backup Management (to be carried out daily, weekly, monthly)
LEVEL 2 (L2)	Communication & Data Concentration	<i>These systems collect Transactions from level 1 devices and push parameters to the level 1 devices</i>	Part of the Fare Management requirements – - Station/Depot Computers Part of the Communications requirements – - Firewall - Network
LEVEL 1 (L1)	Field Equipment	<i>The front-end devices that perform Transactions with the fare media</i>	- Portable device for Inspection - Card Office Machine (in kiosk at station) - On-board validators and associated components - Gate validators and associated components
LEVEL 0 (L0)	Fare Media		- Contactless Fare Media (EMV, RFID, Mobile App) - QR codes

(vi) The main fare collection related responsibilities of the Contractor are as follows in terms of this tender-

- **Overview** - The Contractor will operate all the AFC System equipment and maintain the same for the duration of the contract term. The Contractor must provide an API for interfacing with other systems as and when required.
- **Fare Collection** - Through a line of Automated gates on the stations, and through validation devices on the buses, the user can pay their fares by tapping their fare media. It is the Contractor's responsibility to ensure that the complete and correct fares are always collected, and that Transactions are settled and paid.
- **Revenue protection**. The Contractor shall install and operate systems, methods, and processes to prevent, detect, and recover losses caused by system Failures and malicious intent, such as users evading fares and insider fraud.
- **Maintenance** - The Contractor is responsible for adaptive, preventative, and corrective maintenance of Levels 1 and 3 (Level 2 out of scope of this Contract). Infrastructure inclusive of spare parts, mid-life upgrade, and all other activities and investments required to ensure the availability of the services and devices during the Contract Term.
- **Customer service** - The Contractor will provide customer services on all fares, fare collection, all fare media, and top-up related activities.

- *Processing* - The Contractor will process all AFC System Transactions (clearing), perform due diligence on the Transactions and all anomalies to be investigated and reported on to the Employer, and settle the fares due to the Employer daily.
- *Settlement* - The Contractor will daily provide settlement reports to the Fund Manager for daily settlement of revenues.
- *Sales services* - The Contractor will ensure that the card order from the Employer is processed according to an agreed standard operating procedure. The Contractor will, furthermore, ensure that users are able to top up their fare media through different channels and can buy products as defined by the Employer.
- *Reporting* - The Contractor will provide comprehensive reports on the reconciliation, operation and maintenance of the Fare System.
- *Security system* - The Contractor will provide system security to support the end-to-end security of the AFC System.
- *Staffing* - The Contractor is responsible for all AFC System-related personnel, and equipment maintenance personnel, excluding all responsibility related to the cashiers and other service personnel in the stations.

C3.1.3.4 Fare Media Requirements

- (i) *Fare Media requirements.* Any user intending to make use of MyCiTi must be in possession of suitable fare media linked to an account with sufficient value for the trip or acquire a single-Journey fare media (such as a QR Code).
- (ii) *Issuance location.* The users can bring their own device (BYOD) and register it to an account or acquire fare media for a nominal price at kiosks at stations or from nominated (in agreement with the Employer) retail outlets or use contactless EMV fare media. Registration of devices should be possible on-line through a website or App.
- (iii) *Functionality.* The fare media's functionality will be in accordance with the offered system architecture (account-based).
- (iv) *Anonymous Fare Media.* Fare Media and products can be anonymous BUT shall need to be linked to an individually identifiable account which can also be anonymous.
- (v) *Registration.* All fare media will be linked to an account. The accounts can be anonymous or registered in an individual's name. For all users 18 years and older, the national ID (card) is used as primary identification for registration of an account. For all users younger than 18 years, either the school ID is registered, or the user must be accompanied by an adult, and the card is registered to the adult.
- (vi) *Sale of Smartcards.* The Contractor shall price separately for RFID Smartcards, which shall be branded in accordance with the Employer's design requirements and procured for sale as and when required by the Employer. There will be a period of overlap between the existing AFC system and the implementation of a new AFC system, which shall require the continued use by users of the existing fare media to travel. Should the Employer require the procurement of cards during this period, these cards will require a data structure to be hosted on the card for them to be compatible with the existing AFC system.

C3.1.3.5 Topping Up User Accounts

- (i) *Minimum load requirement.* The users must ensure that sufficient value is loaded for one or more trips.

- (ii) *Top-up options.* Top-up services will be provided at station kiosks where the top-up can be paid for with cash or using a Cr/Dr card. Mobile money is becoming an increasingly popular mechanism for payment and innovative solutions should be proposed. Other capabilities for topping up include, but are not limited to, EFT mobile Payment Apps, internet banking, the MyCiTi and Dial-a-Ride Apps, web-based interfaces and other third-party Apps as approved by the Employer.
- (iii) *Equipment functionality.* Topping up must not require a Transaction with fare media. i.e. **No writing to the fare media (Smartcard).**
- (iv) *Preloading requirement.* From time to time the Employer carries out MyCiTi specific Marketing and Communications drives when free travel value is issued. During these times the Contractor may be required to carry out preloads to the associated free cards' shadow accounts.

C3.1.3.6 Registering Fare Media

- (i) *Registration requirement.* Users shall apply for registration of their fare media and/or products associated with their account. Proposals are required regarding EMV and the rules for collecting fares and the possibility of shadow accounts anonymous and used for funds management, collection and redemption.
- (ii) *Theft protection.* All registered accounts shall be protected against theft or loss of the fare media, which means that no later than 12 hours after the loss is reported to the Contractor, the fare media shall be blacklisted for further use and the remaining value is associated with a new fare media registered by the user.
- (iii) *Locations.* Registration services shall at least be offered at all manned fare media outlets and on websites and other Apps.

C3.1.3.7 Lost or Stolen Fare Media

- (i) *Reporting of theft.* If a registered fare media is stolen or lost, a user can report this to the Transport Information Center (TIC) located at the TMC or through the MyCiTi website or Mobile App. The TIC shall then facilitate a further process with the Contractor to carry out the necessary action of blacklisting the fare media and blocking further transactions.
- (ii) *Protection of stored value.* Any stored value spent for travel on the MyCiTi Service up until the fare media is blacklisted shall be for the account of the user. Any stored value spent for travel on the MyCiTi Service due to the Contractor having delayed blacklisting shall be for the account of the Contractor.
- (iii) *Transfer to new fare media.* If the user acquires new fare media, he or she can register the new fare media to the existing account if registered. This should be possible online through websites and Apps or the TIC and correct authentication and identification of the person.

C3.1.3.8 Fare Validation and Payment Process

- (i) *Paid and unpaid areas.* Stations consist of paid and unpaid areas. MyCiTi vehicles will stop in the paid area. The paid area and the unpaid area are separated by a gate line, i.e. an array of automated gates only granting passage from unpaid to paid area upon payment of the fare. The inside of a bus also represents a paid area and merges with the

station paid area if boarding or alighting the bus occurs at the kerbside (open stop) and not a closed station.

- (ii) *Station fare validation and payment.* Users approaching the gate line will present a fare media to the reader on the Automated gate. The fare, or a base fare, will be deducted from the stored value in the account associated with the fare media and the Automated gate will grant user access. Upon exiting the paid area, the actual fare is calculated and deducted from the appropriate account. This will also apply if boarding a bus at the kerbside and tapping IN or OUT on a bus. Use cases must be determined to show these various combinations.
- (iii) *Feeders and open-stop fare validation and payment.* Boarding a vehicle from a stop outside the BRT corridor requires the validation of the right to travel by onboard validators upon boarding or alighting a bus.
- (iv) *Tapping out.* Exiting a vehicle requires tapping out at a validator.

C3.1.3.9 Fare System Concepts

- (i) The AFC system shall support the following general concepts:
 - All concepts introduced in this section shall be fully configurable such that configuration changes can be performed by Contractor through the back-office infrastructure.
 - A right-to-travel means the fare media that authorizes the user to use the public transport services. A user must be able to show proof of right-to-travel to enter the paid area of the transport network. The Employer and Contractor's employees can inspect the right-to-travel in the paid area.
 - The paid area means any MyCiTi vehicle and the sections within a station that requires a right-to-travel to be present in.
 - To obtain a right-to-travel, the user must present its fare media to a device performing validation, such as Automated gates, validators, and mobile inspection devices.
 - A fare media is a device associated with an account or issued by the Contractor on behalf of Employer. BOYD must be encouraged. The fare media is linked or associated with a right-to-travel, stored value, product and/or identification.
 - The system shall be able to differentiate between MyCiTi users and service personnel.
 - A product represents a contract between the user and Employer. It is described by the rules and parameters that define its validity and the conditions under which a right-to-travel is granted.
 - A right-to-travel is obtained if the validation device (e.g. Automated gate) selects a valid Product and/or deducts stored value.
 - Stored value is a valid payment method to obtain a Right to Travel to utilize the MyCiTi services. Nothing in this provision should be construed as limiting the use of stored value as payment for public transport services only.
 - The concessionary discount is implemented as a product providing a discount on the nominal price of a trip as deducted from stored value.
 - A concessionary user is a user whose characteristics make her eligible for a concessionary discount.

C3.1.3.10 Typology and Definitions

- (i) *Stopping points.* The MyCiTi consists of multiple stopping points. The typology must support a stopping point belonging to multiple routes.

- (ii) *Trip.* A trip means an elementary movement of a user with an origin and destination. A trip always starts with a tap in validation and ends with a tap-out validation within the temporal validity of the right-to-travel or ends implicitly when the temporal validity of the right-to-travel ends.
- (iii) *Transfer.* A transfer is the phase between two trips within the conditions that allow a Transfer to occur
- (v) (iv) *Journey.* One or more one-way trip segments, connected through permitted closed and open transfers, as defined in the tariff schedule. *Temporal Definitions.* The Contractor shall ensure that the Fare System can cope with the following temporal parameters:
- Calendar Concepts.
 - Holidays.
 - Weekdays (Monday – Friday).
 - Weekend days (Saturday – Sunday).
 - Calendar days (both Gregorian and Hijri).
 - Week, Month, Year.
 - Day types can be combined in most ways. Calendar days are assigned to holidays, days of the week to weekday and weekend days, etc.
 - Time periods in which each period has a start-time and an end-time.
 - Time (i.e. hh:mm:ss).
 - Time periods can be linked to Calendar Concepts (e.g. ‘Period Off-peak 1’ (9:00 am – 11:59 am) to ‘On-peak Days’).
 - Validity period concepts.
 - Fixed Validity Period (Linked to a start Time Concept and/or Calendar Concept and an end Time Concept and/or Calendar Concept, or a start Time Concept and/or Calendar Concept and a Duration Concept).
 - Sliding Validity Period (Linked to a start Time/Day Concept (determined at first usage of the product) and a duration concept).
 - The validity periods define the limits to the temporal validity of the Product.
- (vi) *Product Usage Concepts.*
- Unlimited product usage means that within the validity period, there is no limit on the number of trips.
 - Limited product usage means that within the validity period, its usage is limited to several trips.
- (vii) *Payment Concepts.*
- Prepaid Mode indicates that the fare for the MyCiTi service is paid prior to check-in, such as with period passes and single-Journey fare media.
 - Direct Paid Mode indicates that the fare for the MyCiTi service is determined upon concluding the Journey and deducted from the stored value.
- (viii) *Fare concepts.* The Contractor shall ensure that the base fare concept is a distance-based, in terms of the existing tariff schedule (See Site Data (C4)). The system must be sufficiently flexible to allow other fare structures to be utilized if desired. The Contractor shall provide concessionary products, providing a percentage discount on a Journey.
- (ix) *Fare Products rules: Stored Value*
- Fare media, among which are smart cards, shall reference reloadable stored value in the back office. The act of reloading stored value sales means the conversion of money into stored value.

- The Fare Media shall at least be made available from fare sales booths/point-of-sale.
- The minimum top-up value is configurable.
- All stored value sales between the minimum top-up value and a maximum top-up value (account balance) shall be supported.
- The balance of stored value in the account should not be negative.
- The Fare System shall support a configurable maximum top-up value.
- Direct paid mode, using stored value as payment method, shall be Automatically selected during the check-in validation if no valid prepaid product is present in the application.
- At check-in validation in direct paid mode shall also apply to EMV Credit and debit cards and hence post payment. The contractor needs to propose solutions for this functionality, that minimizes risk and bank charges.
- The act of paying for fares using stored value is stored value usage.
- The price of a trip is determined as follows-
 - There is a nominal price for a trip (P) in ZAR. The determination of the fares is detailed in the tariff schedule.
 - There are no fees applied to transfers between routes within the system if the transfers are within the configured business rules.
 - These prices may be discounted Automatically for all users during specified times of day or day of the week. The discount is indicated as Di. and represents a nominal discount in ZAR.
 - The Employer may want to implement a discounted product associated with the fare media or, in the case of MBT feeder services, a further discount associated with a specific route.
 - For each trip, the fare shall be determined as the nominal price for a trip P minus the off-peak discount Di (when applicable). If a valid discount product is present on the fare media, the product rules will apply.
- If the User has insufficient stored value to pay the boarding fee, the user must top-up the stored value before being allowed entry to the paid area.
- Currently transfers are explained in the approved tariff schedule referenced in C4: Site Information.

(x) *Fare Products rules: Period Fare Products.*

- It is required that the account shall support products. Each account shall support at least 3 (three) products.
- Product use priority – in case of multiple products being present and associated with an account – must be a configurable parameter. The product uses priority signals to indicate the priority of product selection during validation.
- The following product use priority is suggested:
 - Period products, employee products;
 - Discount products;
 - Concessionary products providing discount; and
 - Stored value.

(xi) *Pay as You Go EMV and other Open Loop Payments.*

- The contractor is to recommend processes and methodologies for open loop payment utilizing EMV cards or other open loop payment methods.

(xii) *Fare Products Rules- Concessionary Fare Product.*

- The Employer shall govern the eligibility criteria for concessionary fares in accordance with the law as defined in the tariff document.
- The Fare System shall be able to support at least six (6) different groups of concessionary users if required.

- Concessionary products shall at least be made available from the kiosk located in stations as well as online registration and application.
- Concessionary products are only provided to users who are registered in the system.
- Each user eligible for concessionary travel shall not have more than one fare media associated with a concessionary product.
- Check-in with a concessionary product that is audibly and visually distinguishable from non-concessionary validations.
- Users who qualify for concessionary products shall pay the regular price to obtain a system smart card or BOYD.
- The Contractor shall check whether the user already has an active concessionary product prior to activating a new concessionary product associated with the user.
- A blocked registered fare media or concessionary product can be unblocked at a fare sales office or customer support facilities after de-registration and removal of a present concessionary product.

(xiii) *Fare Products Rules: Registered Fare Media Rules*

- Users who claim the right to obtain discounted travel shall register in the system and furnish personal information at a fare sales office at a station by submitting a registration form or online through a website or Apps developed for this purpose.
- The Fare System shall securely store the personal details submitted on registration forms along with a record of what documentary evidence was provided with the registration forms:
 - Personal details will comprise, or be a unique subset of:
 - Name,
 - Address,
 - Home phone number,
 - Cell phone number,
 - Day time phone number,
 - E-mail address,
 - Gender,
 - Date of birth,
 - Discount entitlement,
 - Proof of discount entitlement (e.g. ID number); and
 - The expiry date of entitlement.

(xiv) *Fare Products rules: Faulty Fare Media.*

- Faulty fare media means a fare media that is or has become unusable due to an inherent defect or sustained from interaction with the Fare System not due to the fault of the user.
- If the stored value and products associated with Faulty fare media are still readable and clearly identifiable to the account owner, these contents shall be transferred to or associated with a new system fare media.

(xv) *Configurable fares.* All fares and discount rules must be configurable, allowing for an easy extension of the MyCiTi system.

C3.1.3.11 Back Office Functional Requirements

The Back Office is the heart of the system that will in the future interact and manage other independent AFC systems comprising the total system and maintain all personalized Users' splitting or apportioning of revenue to the various participants, if intermodal or across operator jurisdiction.

(i) *Interoperable Media Management.*

- The Back Office contains the master database of all fare media/cards (Identifiers) issued or linked to accounts and available for use in the system. Each individual fare media has a unique identity and is tracked from its initialization until its termination when it is deactivated in the database.
 - The Back Office receives the master record upon initialization of a user or system operator and updates the status of the fare media including purse value, loaded products, status and other information that is uploaded to the Back Office (e.g. Transaction sequence number, last date and time used).
- (ii) *Interoperable Media Stock Supervision.* The Back Office is equipped with a stock management utility which assists with tracking fare media movements in the system.
- (iii) *Equipment Management.* The Back Office should manage and initialize all Equipment IDs and associated SAMs for MyCiTi and other public transport Equipment.
- (iv) *Interoperable Fare Management.* The Back Office is equipped to manage all interoperable products, the corresponding parameters and allocation of Product IDs among product owners. The system will initially be based on a single product owner. The Back Office allows configuration of each product according to the requirements agreed by the System Operator and corresponding Transport Operators.
- (v) *Products.* It shall be possible to sell all AFC products as agreed between the Contractor and the Employer.
- (vi) *Clearing Revenue & Apportionment.* It shall be possible to facilitate the apportionment of revenue in support of additional operators, such as MBT and PRASA.
- (vii) *Transaction Management.* The Back Office should validate each uploaded Transaction to ensure its validity, authenticity and accuracy. In degraded mode the Back Office should be able to manually import Transaction files as an alternative means of placing Transaction files into the Back Office. The Back Office should also receive summarized usage information, and it should consolidate information.
- (viii) *Top Up.* The Back Office shall provide a range of Top-up features. The User shall be able to utilize a number of payment features for loading stored value or acquiring products that are associated with the user account. The system shall allow for the creation, deletion and modification of accounts associated with fare media or linked to open payment systems. All successful value load transactions shall immediately be transmitted to the AFC system back office. The AFC system back office shall immediately distribute the updated validation lists (blacklists / to all access devices across the AFC system (such as COM, gates, on-board validators). Appropriate accepted modes of payment for topping up are:
- Cash payments at kiosks;
 - Credit or debit cards;
 - Electronic funds transfer (EFT);
 - PayPal and other mobile payment applications; and
 - Mobile phone Wallets (which are available in the market).
- (xi) *Interfaces*
The Back Office shall be able interface with other AFC Systems and other corporate City systems, such as the Transport Information Center and SAP, as and when required by the Employer.
- (xii) *Key Management System (Kms) Security*
The Contractor shall detail how the security keys will be managed and submit a Key management plan.

- (xiii) *Reporting and Analysis.* The reporting functions allow report customization by selecting the data captured in the sales system (e.g. Public Transport Operator, Point of Sale, sales Transactions, Users) according to a variety of criteria (e.g. date, type of Ticket, type of User, Point of Sale), for sorting, exporting to files and printing in list or diagram format. The AFC system shall have the following reporting capabilities per every defined period (e.g. it is possible to group or summarize results by days or weeks) but is not limited to:
- Revenue report (e.g. Per Point of Sale, per type of vending Equipment).
 - Transaction reports (e.g. User transactions related to electronic card).
 - Cash collection/sales report based on:
 - Type:
 - Electronic cards (issued by MyCiTi); and
 - Other fare media utilized;
 - i. Per device and groups of devices-
 - Per location (and groups of locations); and
 - Per Points of Sale (and groups of Points of Sale).
 - Asset report based on:
 - ii. Electronic cards (issued by MyCiTi) e.g.:
 - Per reseller (and groups of resellers);
 - Per Points of Sale (and groups of Points of Sale); and
 - Free configurable sets.
 - Inspector activities report(s).
 - Users Origin/Destination Matrix Report;
 - Journey reconstruction and reconciliation of fares and account balances; and
 - The reporting/statistic tool can handle different fare data in parallel to:
 - Compare revenue before and after update of tariff;
 - Calculate revenue in the past (last year); and
 - Calculate revenue correctly even when a tariff was changed within the required time.
 - The Contractor shall be available to carry out Auditor General (AG) and Internal-Audit-related queries. Note that all queries generated by the Auditors are time dependent and non-negotiable in terms of the Contractor needing to respond within the timeframes stipulated by the Auditors.

C3.1.3.12 AFC Non-Functional Requirements

- (i) By architecture and by design the system should be scalable, i.e. increase of the Transaction load, increase of the number of users and buses, and additional use for non-public transport services may lead to the commissioning of additional processing-, storage-, or network capacity, but shall not lead to changes in architecture or design and shall not lead to the need to redesign or replace the applications.
- (ii) Initial capacity includes system related contingency for infrastructure Failures and network outages.
- (iii) The AFC System shall take this contingency factor, as a minimum, of two (2) or more into account.
- (iv) The basic and most important requirement is that acquiring infrastructure outages shall have no severe impact on the availability and functionality of redemption infrastructure devices.
- (v) The AFC system infrastructure has an uptime requirement, as a minimum, of 99.9%.
- (vi) Data shall be available online as long as needed for operational, audit or compliance purposes.

- (vii) The Contractor shall be responsible for a daily data back up
- (viii) Redundancy shall be built in wherever necessary.
- (ix) Recovery and restart mechanisms and processes shall ensure resumption or continuity of services without data loss.
- (x) In case of a major disaster (e.g. flooding, earthquake, fire) in the AFC back office, contingency shall be put in place to guarantee that services are restored within forty-eight (48) hours.

C3.1.3.13 AFC Level 2: Communications

The data networks are out of scope for this contract and are supplied and maintained by the Employer. It is important that the bidding Contractor confirms the network specifications required, to ensure proper functioning of the total system.

C3.1.3.14 AFC Level 1: Sales, Activation, Validation and Verification.

- (i) *Sales/ value Loading.* Product sales and value loading shall occur at station kiosks, and online through Apps and other outlets – refer to relevant sections above.
- (ii) *Inspection Units.* The Contractor to recommend a solution for inspection, such as inspecting fare media validity, travel rights and so forth.
- (iii) *Card Office Machine.* This sales subsystem includes the following functions:
 - Registered fare media;
 - Anonymous fare media;
 - Sales of transit products;
 - Topping up user accounts associated with fare media;
 - Blacklisting of fare media;
 - User AFC back-office reconciliation; and
 - Interfacing with 3rd party POS issued by acquiring bank.
- (iv) *Internet.* The development of Apps is **out of scope**, but the contractor shall ensure that the relevant information can be provided through APIs.
- (v) *Access Control.*
 - The Gates at existing stations shall continue to be used in this contract unless deemed End of Life. Technical specifications for the existing gates are included - refer to C4: Site Information. The Employer will review and agree with the Contractor the information for display on all the validators (i.e., gates, buses and Info terminals).
 - *Station Gates (Standard and Universal Gates).* The Contractor will provide rates for AFC gates like those installed.
 - The Contractor shall create a detailed Pricing Schedule indicating what Equipment will be supplied and what Equipment will be reused.
 - On-board validators for scheduled buses.

C3.1.3.15 Access to Account History/Summary

The Contractor shall ensure that the user can access historical account information.

C3.1.3.16 Delay Penalties

- (i) The penalty for failing to complete the Works relating to new work (capital expenditure) is R 20 000,00 per day.
- (ii) The penalty for failing to complete the Works more than 60 days after the agreed completion date for new work (capital expenditure) is R 40 000,00 per day.
- (iii) The Contractor shall not be liable for these delay damages if the delay is due to a cause for which the Contractor is not responsible.

C3.1.3.17 Travelling and Transport

Travelling and transport for operational actions shall be included in the monthly rates for maintenance items. No separate claims for traveling or transport will be entertained for any operations-related items, except for the provision of international experts as agreed to by the Employer.

C3.1.3.18 User Account Management

The Contractor shall manage the accounts of each user. The Contractor shall not respond directly to users inquiring about their accounts' status. All user inquiries will be facilitated by the Transport Information Center with the Contractor in terms of agreed SOPs.

C3.1.3.19 Revenue Management

The contractor shall be responsible for the collection, secure management and transfer of all fare revenues into the system, received for each of the methods described below.

- (i) *Cash sales* - The Contractor:
 - Shall be responsible for recording all cash collected from the various cash points as per the revenue indicated by the AFC System. Cash payments will be received by Station Management Contractor's employees for the sale of fares/fare media at the Station kiosks.
 - Station Management shall be responsible for ensuring that the cash deposited into the Employer's bank account corresponds to the sales and top up transactions that occur at each station kiosk.
- (ii) *Third-Party Sales* - The Contractor Shall manage and record all third-party sales and top up operations.
- (iii) *Online and Mobile App Sales* - The Contractor shall ensure the correct interfaces to Online websites and Apps used to sell or top-up accounts and registering accounts.

C3.1.3.20 Clearing and Settlement Processing

- i. *Scheduling of processing* - The Contractor shall provide clearing and settlement processing services. Transactions should be settled within 24 (twenty-four) hours from the close of business the day during which the Transaction occurred. In case of recovery after AFC System or network Failure, the system should be able to process a minimum of 1 (one) additional day's Transaction load per day.
- ii. *Daily activities* - The Contractor shall, at a minimum:
 - Perform validation of transactions received during the prior processing cycle;
 - Reconcile and Clear these Transactions;
 - Determine which Transactions are good for settlement according to the validation rules;

- Be responsible for the settlement of stored value Transactions received from the Employer and other accepted participants, and;
 - Attend to snags found during processing of Transactions.
- iii. *Blacklist of fare media* - The Contractor shall update the blacklist to all Level 1 infrastructure at least every 5 minutes.
- iv. *Processing and settlement audits* - The Contractor shall fully cooperate with the assigned information system auditor and extend all the necessary access, support and cooperation for the completion of audits (as and when required).

C3.1.3.21 Faults with Fare Media

- (i) The Contractor shall, at a minimum, build in capability for:
- Analyse Faulty fare media.
 - Replace any Faulty fare media free of charge and associate it with the appropriate account within a maximum of five working days.
 - Collecting all fare media cards that are Faulty, returned or otherwise End-Of-Life.
- (i) **C3.1.3.22 Fare Validation Roles and Responsibilities** - The Contractor is responsible for validating the fares of all Users entering the MyCiTi system, whether the User is entering at Stations or at open stops.
- (ii) *Pre-Board Fare Validation at Stations* - The Contractor shall provide and manage pre-board fare validation at the MyCiTi stations. The process involves managing the validators and fare gates prior to User entry into the closed station (paid) platform areas. The Station Management Contractor will staff the operation of checking that users can enter the service.
- (iii) *Fare Gates* - The Contractor shall configure the direction of the automated gates to optimize the User flow during operating hours as instructed by the Employer. The Contractor shall optimize the configuration of the gate alarms. The Contractor must ensure the correct functioning of all validation Equipment.
- (iv) *Personnel* - The Contractor shall ensure that all personnel required for operations and maintenance, including the listed key personnel, are available to operate and maintain the system and perform the necessary Transaction/revenue reconciliation.
- (v) *Refusal of User Entry* - The Contractor shall ensure that the validator displays an entry denied notification accompanied by an alarm and in the instance of a gate, the gate does not open.

C3.1.3.23 Integration with Other Modes

- (i) It is a requirement that the system will be suitably flexible to enable the following functions or integration with other systems, if required:
- *Park and Ride* – such as Airport Park and ride.
 - Golden Arrow Bus Services integration.
 - Allow intermodal integration with other public transport operators, such as Golden Arrow Bus Services and PRASA.
 - The Employer is planning for MBTs to provide the feeder services to the MyCiTi trunk and direct services.
 - Further to the above, the system shall allow for multiple operators to be incorporated as and when required by the Employer irrespective of who these operators are.
 - The integration is out of scope but purely for sizing and ensuring flexibility.

C3.1.3.24 Finance

- (i) *Banking.* The Contractor will enter into an agreement with its preferred Acquiring Bank to provide EMV payment card acceptance services, once the system is operational for phase 1. The following sections indicate some of the requirements of the bank specifically, bearing in mind that the bank and its systems should be integrated into the AFC system.
- (ii) *Transaction Acquiring*
- The Contractor is responsible for ensuring that the Transactions that are performed at the FVEs in either the buses or at the stations are collated encrypted and forwarded to the Employer's bank through the AFC back office for settlement. It is important that the Transactions are encrypted through the data transfer until they are received and that their receipt has been confirmed. The bank or the Contractor is required to settle the Transactions daily. The settlement will take place after the last bus has arrived at the depot and downloaded its Transactions.
 - The Transaction records must be submitted to the Employer daily. All Transactions must be reconciled between the Transactions the AFC system records, transmits to the bank/the Contractor and that the bank/the Contractor settles into the nominated account (see the section on accounts below). This reconciliation must occur daily. The Contractor shall indicate any shortages that take place between the Transaction records of the AFC system and the settlement of these Transactions into the nominated account. This reconciliation must be submitted to the Employer daily, with summary reports weekly and monthly.
 - Any invalid or fraudulent Transaction generated because of a system defect will be for the account of the Contractor. The Contractor is responsible for his staff that *operate the AFC system*.
 - As the system should have the functionality to accept EMV cards the Contractor shall integrate terminals and the Transaction gateway to the Employer's acquiring bank.
- (iii) *Bank Accounts.*
- The Employer will provide the relevant bank accounts required to operate the AFC system. These accounts are for the sole purpose of depositing money that is generated from the sale of fare media, and the collection of fares.
 - The Employer will perform a bank daily reconciliation on all accounts associated to the AFC system, against the Transaction reports of the AFC system. All Faults and reconciling differences are for the Contractor's account.
 - Any other accounts required by the Contractor for the operation of their services is at the Employer's discretion. Should it be required that a bank account be opened in the name of the Contractor, for AFC Operations purposes, this account will be reconciled by the Contractor daily and funds will be transferred to the CCT daily.
- (iv) *Payment Aggregator (3rd Party Gateway).* As and when required by the Employer, the Contractor will enter into an agreement with its preferred Payment Aggregator to provide online processing of payments. The Contractor is to provide the fees per Transaction and invoice the Employer at the end of each month for the related Transaction fees.
- (v) *Cash Management.* The full Cash Management function including transportation of the cash to a counting house, cash counting and reconciliation of all cash shall fall **outside the scope** of this Contract.
- (vi) *Financial reporting:* The Contractor is required to:
- Submit a flat file, in a specified format, daily to allow import by the Employer into the reporting system.

- The flat file would typically have to contain the following: Total number of Transactions, associated account numbers, details pertaining to each Transaction (in the specified fields, Transaction amounts (that add up to the total)), source and link to bank file/AFC batch file/where the Transaction was settled using mover points, etc.
- The flat file should be automatically uploaded by the Contractor to a dedicated FTP Server before the cut-off time that will be provided by the Employer. The Employers integration into the Reporting system occurs in the early hours of the morning.
- The flat file should not be in a CSV format but in a Strict Space Delimited format.
- The file received from the Contractor, must undergo validation checks that will be performed by the Employers team. These validations are performed to ensure that the file can be uploaded into the Employers Reporting system.
- If validation errors are identified on the file uploaded by the Contractor, the Employer will notify the Contractor of such errors and would expect of the Contractor to rectify and re-submit a corrected flat file within 2 hours from being notified of the error. The Contractor is responsible to ensure that the flat file uploaded is correct and complete.
- Daily and ad-hoc reconciliation and reporting as set out below.

(vii) *Settlement Reconciliations.*

- The Employer requires the Contractor to perform settlement reconciliations daily.
- The Employer shall obtain from the Contractor, the details pertaining to the Transactions settled for the day and perform a reconciliation of all Transactions recorded in the AFC system against the Transactions settled.
- The Contractor is responsible for following up on outstanding settlement amounts and unreconciled items until resolved.
- The Contractor shall submit the following supporting documents/files to support the daily settlement:
 - Transaction data Flat File;
 - Reconciliation reports (EMV and AFC);
 - Proof of payment; and
 - These files should accompany the settlement i.e. should be submitted at the same time as when the settlement is due.
- The Contractor shall provide the Employers team with the reconciliation by 15h00 on day 2.
- Reconciliations should be submitted to the Employer daily for the previous day, reconciliation of Transactions that took place over the weekend should be submitted by Tuesday before 15:00.
- It is the Contractors' responsibility to help the Employer investigate and resolve reconciling differences, including unsettled Transactions (as documented below in the Settlement section).
- Unresolved reconciling differences is the Contractors risk.

(viii) *The AFC Back Office System shall meet the following minimum functional requirements regarding daily reconciliations and should include information from all points of presence (where applicable):*

- Total revenue shall be calculated, reconciled and reported to the Employer.
- Transactions reconciliation (EMV, AFC and Mover Products).
- **myconnect** Card Sales reconciliation.
- **myconnect** Card Inventory reconciliation.
- Total usage reconciliation (EMV, AFC and Mover Products).
- Settlement reconciliation (EMV and AFC).

- (ix) *Reconciliation of the CCT liability regarding Mover Product.* The Contractor shall ensure reconciliations are performed automatically, as far as possible and an exception report (auto recon error report) is created to list all identified discrepancies automatically:
- The Auto Recon Error report shall list all automatically reconciled errors.
 - The Contractor shall reconcile these errors automatically and manually.
 - The Contractor shall reduce manual reconciliations to a minimum.
 - The Contractor shall perform automated data completeness checks confirming that no data is missing and that there is no duplication of the data.
 - A Flat File containing the Transactional data will be required, as indicated above, to ensure the updating of the Employer Reporting System with the AFC data for accounting and reporting purposes.
- (x) The Contractor shall carry out all reconciliations listed in this section 3.2.1.15.
- Where a reconciliation cannot be performed automatically it should be performed manually. Auto recon errors not automatically resolved should be reconciled and resolved manually.
 - All fare collection reconciliations from all points of presence and Ticket offices via the back office must be attended to daily, weekly and monthly.
 - The Contractor shall provide supporting AFC related information to the Employer as and when required, as well as any AFC system specific training material as may be indicated in this Scope of Work.

C3.1.3.25 Revenue Loss (Revenue Loss Minus Other Penalties Paid)

- (i) The Contractor shall be responsible for ensuring that the system operates with minimum revenue loss due to incomplete Transactions, system malfunctions, or unreported load/tap data.
- (ii) The following revenue loss provisions shall apply:
- *Revenue Loss Accountability* - The Contractor shall take all necessary steps to prevent revenue loss in the AFC system. In the event of a revenue shortfall caused by the Contractor's failure to meet performance standards (such as incomplete Transaction processing or system failures), the Contractor shall be liable for the revenue loss.
 - *Calculation of Revenue Loss* - The total revenue loss will be calculated based on the shortfall in reported and processed load/tap Transactions compared to expected revenues. This calculation will exclude any penalties already imposed and paid by the Contractor for other contractual breaches.
 - *Net Revenue Loss Liability* - The Contractor shall reimburse the Employer for any net revenue loss (total revenue loss minus penalties paid for other infractions) incurred due to its non-compliance or system underperformance. This reimbursement shall be deducted from the following Payment Certificate.
 - *Monitoring and Reporting* - The Contractor shall develop and implement mechanisms to continuously monitor revenue collection data and report any discrepancies to the Employer within 3 days. Any potential revenue loss must be promptly addressed and rectified by the Contractor.
 - *Failure to Rectify* - If revenue loss is not rectified within 3 days, the Contractor will be subject to additional penalties.

C3.1.3.26 Marketing and Communications

The Contractor shall provide supporting AFC related information to the Employer as and when required, as well as any AFC system specific training material.

C3.1.3.27 AFC Operations

- (i) In addition to the supply and installation of the AFC System, the Contractor will be required to operate and maintain the AFC System and services as specified for the duration of the Contract. The Contractor shall take all the necessary steps, and the Contractor's price shall include all costs to ensure that all Equipment remains operational and relevant for the duration of the contract.
- (ii) The AFC System provides functionality for finance and revenue management, operations management, and maintenance management.
- (iii) The operational services provided by the Contractor include actions supporting the functionality of the AFC System.
- (iv) *The Contractor Operations Plan* - The Contractor shall be responsible for the compilation of an operational plan.
 - The operational plan shall at least be revised each year with more frequent updates as required.
 - The Operational Plan shall contain the complete list of all the required Standard Operating Procedures (SOPs) to effectively operate the AFC system.
 - The operation manuals shall include a register of all configurable settings, kept up to date.
 - The Contractor shall be responsible for creating SOPs for all operational activities required to effectively operate the AFC system after consultation with stakeholders and aligned with the Employer's requirements and any operational and maintenance plans.
 - The Contractor must make available SOPs on smart devices to all relevant stakeholders.
 - The Contractor shall be responsible for keeping updated all as-built drawings and documentation of the Back Office and failover site installations and all related as-built drawings including rack layouts, and network diagrams.
- (v) The Contractor shall always operate and maintain the AFC System to ensure effective fare collection and to meet the operational requirements.
- (vi) *Figure 5* below illustrates the minimum expected Maintenance Processes that the Contractor will be required to execute during the Contract period.
- (vii) *Figure 6* below illustrates the minimum, but not limited to, continuous operational functions that need to be considered during the Design-Build period to ensure continuously improved ITS support capability during the contract period.
- (viii) *Operational Responsibility* – The Contractor shall:
 - Provide a turnkey AFC system and related services and will operate all aspects and components of the AFC system unless otherwise indicated or until it is handed over / back to the Employer (if applicable).
 - Be responsible for operating the electronic ticketing process and the AFC System, in accordance with the General Terms and Conditions of Contract and the Contractual Requirements that form part of this document.
 - Diagnostics and monitoring of all system Hardware and Software components and retention of an overall system operational log for all items of Equipment record of activity and operation over time.

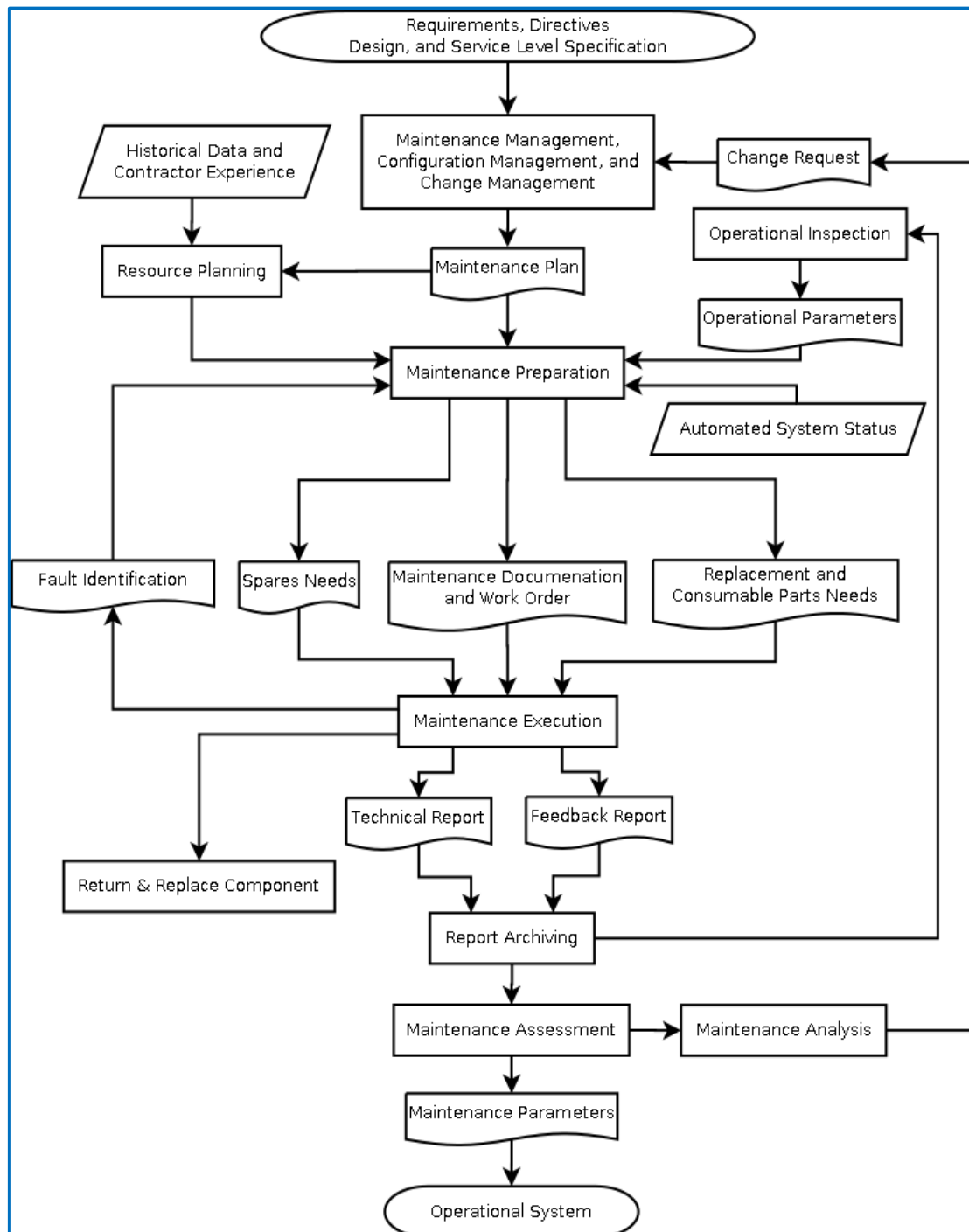


Figure 5 – Continuous Maintenance during Operations and Maintenance Period

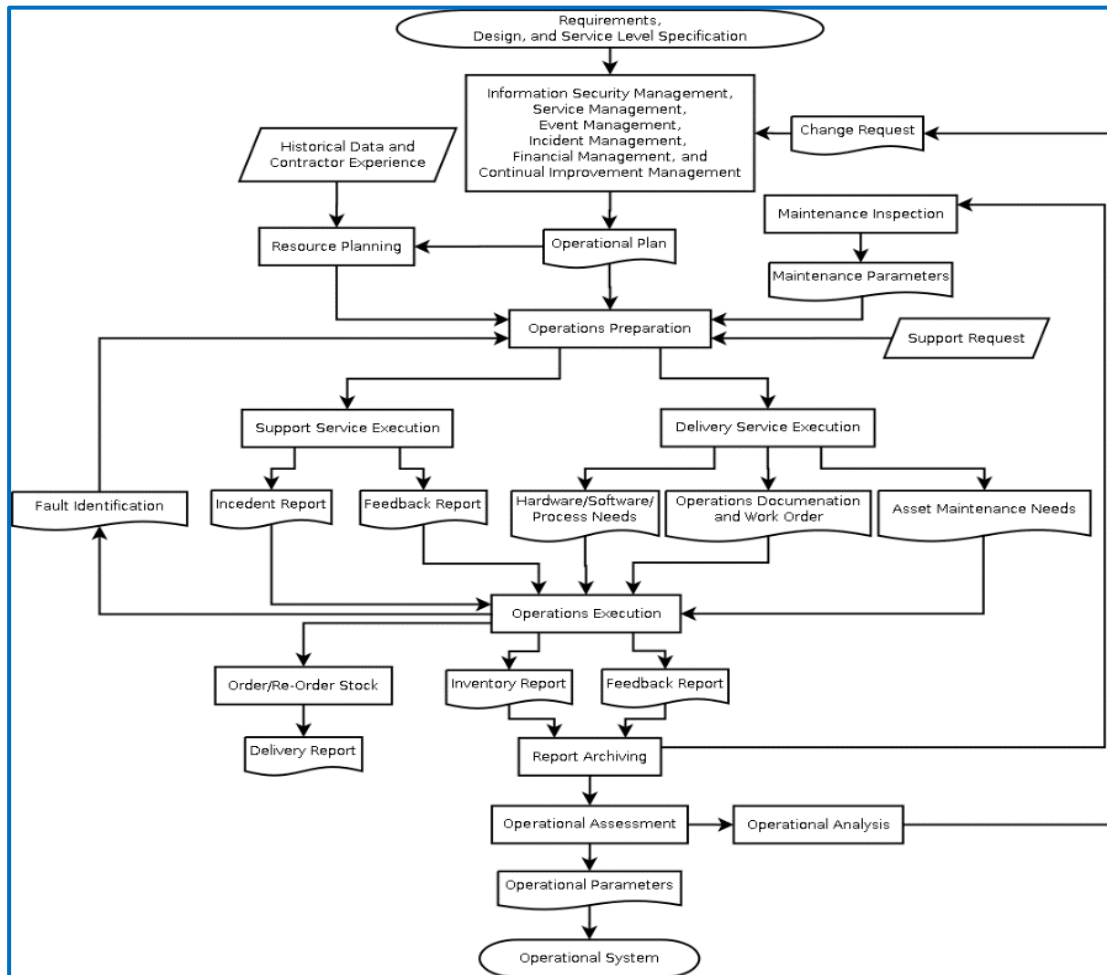


Figure 6 – Continuous Operations during Operate-Maintain Period

- (ix) **Operating Hours** - The Contractor shall:
- Include a proposal for start-of-day and end-of-day outside of operational hours. The MyCiTi service has the following operating hours:
 - AFC Management Mon to Fri 8h00 to 17h00
 - Kiosks 5h00 to 21h00 (Refer to detailed operating hours in C4 Site Information)
 - Retailer Network (including Informal Vendors) 5h00 to 21h00
 - bus Operations 4h00 to 23h50
 - These operational times are subject to change in accordance with the Employers' operational requirements.
 - The Contractor shall provide technical support during the defined operating hours.
- (x) The Contractor shall provide and manage appropriately qualified and experienced resources/staff required to operate the AFC System for the duration of the contract.
- (xi) **Access Management** - The Contractor shall ensure that:
- All station management staff contracted under a separate tender are adequately trained, have the required access cards and have the required access to the AFC system.
 - A username and password register shall be kept up to date indicating all the usernames and passwords relevant to the system.
 - Actual password and username information shall be encrypted and forwarded to the Employer during the hand back procedure at the end of the contract.

- (xii) *Disaster Recovery Plan* – The Contractor shall:
- Provide a Disaster Recovery Plan (DRP).
 - The DRP shall as a minimum be revised each year with more frequent updates where circumstances change or where more frequent updates are deemed necessary.
 - Illustrate the DRP readiness to handle physical disasters, to protect against cyber disasters, to ensure proper redundancy and to ensure capable key individuals assume responsibility in case of disaster.
 - Ensure that the disaster recovery plan is properly documented, regularly reviewed, tested at least once a year and kept up to date.
- (xiii) *Retailer Network Engagements* - Under the existing AFC Contract, a number of retailers have entered into agreement with a Bank to sell **myconnect** Fare Media and load products. A commission on sales has been allowed to retailers to provide this service.
- The Contractor shall take over the agreements and maintain the network of retailers currently providing customers with **myconnect** Cards and the loading of products onto existing cards.
 - Should a retailer elect to leave the network of retailers at no fault of the Contractor, the Contractor will not be held liable but will be expected to report on the reasons of the retailer for leaving the network.
 - In the monthly operations report, the Contractor shall report on the retail network and provide proposals for the expansion of the current retail footprint, including proposed locations and details of prospective retailers.
 - The Contractor shall liaise with the Employer and retailers on a regular basis to ensure that **myconnect** Fare Media stock is available. Stock projections will be a combined effort by the Employer and retailers and Contractor. The Contractor shall order the cards, deliver to the Revenue Manager located at the TMC for the safekeeping of stock, where the Contractor shall collect them again for timely distribution to retailers.
- (xiii) *Data Retention* - The contractor is required to store information in terms of the prevailing legislation and the employer (CCT) data retention and archival policy that must comply with the provisions of The Protection of Personal Information Act, 2013 (Act 4 of 2014).
- (xiv) *System Updates* -
- The Contractor shall adhere to a change control procedure, which shall be submitted to and approved by the Employer.
 - The AFC system shall keep an audit trail to any changes or updates made.
 - The Contractor shall submit a change / update procedure to be approved by the Employer.
 - All changes or updates shall follow the standard procedure approved by the Employer.
 - The Contractor shall provide a report indicating the Software versions on all devices and the effective date.
 - The Contractor shall test any changes in a test environment, which shall also be witnessed and approved by the ER before rolling it out to the Production Environment.
- (xvi) *Fare Structure* -
- The Contractor shall keep the Fare Structure current on the AFC system and in line with the MyCiTi Fare policy that may be updated from time to time.
 - Changes to the Fare Policy, although not limited to, shall include Tariff, business Rule and Route changes or updates.
 - The Contractor shall ensure that the updates and changes are rolled out to the entire AFC system and all devices.

- The Contractor shall record all Software version changes including type and time of change.
- The MyCiTi fares are reviewed each year as part of the Employer's annual budget process. The updated tariff schedule is circulated for comment as well as advertised for public comment. The Contractor shall provide feedback on how the updated tariff schedule changes will be implemented in the AFC system.
- The tariff change comes into effect each year on 1 July. The Contractor shall submit a change control request for the updates to be implemented by the system on the 29th of June each year.
- The tariff schedule is compiled for different fare levels, and the applicable fare level is determined by the Employer, considering factors such as fuel price.
- From time to time, MyCiTi route changes occur. The data for the new routes are supplied to the Contractor, who shall effect these changes in the AFC software.
- It is required that the Contractor deploy the changes to the devices overnight and confirm overnight that all changes to the configuration data are implemented successfully on all the Equipment.
- Should the Employer elect to implement both a tariff schedule update and a route update to be deployed at the same time, the Contractor shall be remunerated for a single overnight verification, as it is envisaged that the changes will be implemented on a single configuration data package.

(xvii) *Issuance Subsystem Operational Requirements –*

- The Contractor shall be responsible for the diagnostics and monitoring of all system Hardware and software components and retention of an overall system operational log for all items of Equipment record of activity and operation over time.
- The Contractor will be dependent on the facilities management/ cash collection contractor to ensure that the COM and POS Equipment is operated correctly, including the following actions:
- The Contractor / operator shall log on and off the COM after each shift so that the COM session information can be captured accurately.
- The Contractor shall be responsible for ensuring that all Equipment (COMs, POSs etc) is monitored and stays functional, unless instructed otherwise by the Contractor during an emergency maintenance call as logged on the maintenance management platform.

(xviii) *Transactional Subsystem Operational Requirements –* The Contractor shall be responsible for:

- Diagnostics and monitoring of all system Hardware and software components and retention of an overall system operational log for all items of Equipment record of activity and operation over time.
- Data collation, storage and reporting (extensive). Reporting facilitates multi-dimensional reporting against any database primary key and related data attributes.

(xviii) *Gatekeeper-* The Contractor shall be responsible for:

- Training and SOPs for this function.
- Managing the availability in of on bus FVE to meet or exceed the KPI service levels specified.

(xix) *Back-Office Operations -* Provision of Reports:

- The Contractor shall provide comprehensive reporting in terms of the entire system in context with all the system functional requirements.
- The Contractor shall ensure the selected reports are uploaded to the Employer FTP site.

- The Contractor shall provide read-only access for the Employer's business planning department to extract information and generate reports, for example ridership information.
- The reporting facilities shall include multi-dimensional reporting against any database primary key and or related data attributes.
- The Contractor shall ensure processes and checks are in place for reporting purposes, to reduce dependencies on Third Parties such as the facilities management/ cash collection contractors.
- The Contractor shall scrutinize the list of standard reports and provide for additional reports that will be required for the effective management and operation of the AFC system.
- The following is a list of all the reports that are currently provided, and the Contractor shall include the cost for providing these or similar reports. Other than reports specified in this document, reports may include for example reports required for business planning, reports stating the opening and closing times of COM sessions and consolidation of product totals per COM reports.(Note: Since this is an ABT system some reports might be redundant, and the Contractor should indicate which reports are redundant and what additional reports are recommended and part of the system operation.)
 - *Service Desk Responsibilities* - The Contractor shall investigate and respond to refund queries as received from users routed via Forcelink to the Contractor's service desk agent. The Contractor shall evaluate the claim and if the claim is valid initiate the process for the refunds to be processed and through an AFC service desk, (Call Centre already in operation), assist the Employer with queries such as card statements, user queries and so forth.
 - *Monthly Operations Report* - The Contractor shall provide the Employer with a list of recommended reports in respect of daily, weekly and monthly operations.

(xx) *Renewal of PCI-DSS Certification* - The Contractor will need to deliver a PCI compliance certificate before the expiry date of the previous certificate. Failure to do so may result in penalties. This is only required after EMV is reintroduced.

(xxi) *Financial Operations* – The Contractor shall be responsible for:

- *Accounting and Reconciliation:*
 - Implement accounting practices to support compliance with MFMA and the Employer requirements.
 - Reconciliation including:
 - Transaction and product reconciliation
 - Settlement reconciliation
 - Reconciliation of the AFC system data, AFC to the Employer (CCT) bank reconciliation
 - Reconciliation of Refunds due to Users
 - Reconciliation of the Financial impact of User unresolved queries
 - Reconciliation of the Employer (CCT) Liability regarding unused Mover Products
 - *Reporting including:*
 - Risk management relating to AFC System and Operations.
 - Monthly Operational and Financial reporting.
 - Reports as defined in the Reporting section.
 - Ad hoc reports as may be required by the Employer.
- *Daily Reconciliation* - The Contractor shall provide:

- An initial replica of the current daily reconciliation process and reports as described below. However, the Contractor is also urged to recommend improvements and changes.
- A Statement of Account (SOA) Reconciliation Reports. These reports are dependent on the following operational activities:
 - The facilities management contractor collects cash and card monies received in the processing of Transactions at the station kiosks. The credit/debit card monies collected are recorded on the facilities management contractor's POS (currently Nedbank). The monies written onto the **myconnect** Card are recorded on the AFC POS device from the bank. The facilities management contractor collects the cash from the stations, as well as print-outs of the POS and the COM on a continuous basis. When the facilities management contractor's kiosk operator logs off the system at the end of their shift, the bank POS and COM data is Automatically compressed and uploaded to the AFC Back Office servers.
 - The following morning of each day, the Contractor shall reconcile the logs and reports and submit Statement of Account reports by email to the facilities management contractor and Employer. Additionally, the reports need to be uploaded to the Employer's SFTP server and the Station Management SFTP server. The Employer's financial department will pull the reports from the Employer's SFTP server for their financial actions.
 - The daily reports are required for daily revenue collection from the cash management contractor by the Employer. Should, for any reason, the data collected be inaccurate (break in network connectivity or power, malfunction of the COM or POS devices, etc.), the Contractor shall disclose the inaccuracy of the data along with the report provided. Any such inaccuracies shall be rectified with the monthly reports, where the COM and CVM data is compared with the card statement data.
- **Summary Reports** – The Contractor shall be responsible for:
 - Uploading the following summary reports to the Employer's FTP Site before 12:00pm daily for the reconciliation process. At 12:00pm, a software application runs to pull the reports from the Employer's FTPS server and upload to SAP for the City's finance department. It is therefore important the file names for these reports remain the same being:
 - Taps details (including only columns for Transaction date, Transaction Amount, Retrieval reference, Product name).
 - COM session report details (including only columns for Terminal Session number, Transaction date, Line ID, Product Type Name, Product Code Name, Payment Method Name, Total Amount).
 - Bank details with file names (including only columns for Shift Term Location, Shift Start Date Time, Transmit Term Sequence Number, Transmit Date Time, and Transmit Value) This report is on the load Transactions.
- Incorrect, incomplete or late delivery of these reports, or any other agreed report, will attract penalties as follows:

Description of Penalty
Failure to supply reports, as per the requirements stated in the contract, or through service notices and protocols.

Penalty		Description
a)	R2,500	Late delivery of report, without a valid reason supplied to the Employer prior to the required submission date/time, per report.
b)	R5,000	Erroneous report supplied to the Employer, due to insufficient data quality control procedures by the Contractor, per report.
c)	R5,000	Corrected report not supplied by the Contractor at the reasonably agreed date/time, per report.

- .
- ***Fraud and Theft Prevention*** - The Contractor shall:
 - Ensure proactive steps are taken and controls put in place to prevent and manage fraud and theft. Any negligence or lack of controls resulting in losses shall be for the contractors account.
 - Submit a fraud and theft prevention plan to the Employer that must contain as a minimum:
 - A fraud and theft risk assessment.
 - Fraud and theft risk control measures (e.g., access control, Transaction monitoring).
 - Fraud and theft incident response procedures
 - Fraud and theft reporting templates and timelines
 - The contractor shall monthly report on fraud and theft to the Employer.

C3.1.3.28 Maintenance Planning and Documentation

- (i) ***The Contractor Maintenance Plan*** - The Contractor shall be responsible for the compilation of a maintenance plan.
 - The maintenance plan shall be revised as a minimum each year with more frequent updates as and when required.
 - The maintenance plan shall contain the complete list of all the required Standard Operating Procedures (SOPs) to effectively maintain the AFC system.
 - The Contractor shall be responsible to create SOPs for all maintenance activities required to effectively maintain the AFC system after consultation with stakeholders and aligned with the Employer's requirements and any operational and maintenance plans.
 - The Contractor shall be required to give input into any Standard Operating Procedures that may require updating due to changes to the AFC system.
 - The Contractor must draft all SOPs in line with a template approved by the Employer.
 - SOPs must be numbered for reference purposes, and the Contractor must update and maintain the SOPs to be relevant to all maintenance activities.
 - The Contractor must make available SOPs on smart devices to all relevant stakeholders.

C3.1.3.29 Maintenance Requirements

- (i) Maintenance applies to the complete AFC system installations.
- (ii) The purpose of the maintenance is to ensure complete system functionality remains available and is safe, reliable, and delivering integrated systems operations and making improvements where required. As a minimum the full current system functionality as described or implied in this document shall be maintained.
- (iii) The complete maintenance service is included for all systems, subsystems, devices, parts, components, accessories, Hardware, applications, software, Firmware, and interfaces to other systems and / or any other element as required.

- (iv) The Service Level (SL) with Key Performance Indicators (KPI's) shall apply to all maintenance activities.
- (v) The Contractor shall make use of acceptable change control procedures to keep record of any system changes. This procedure shall include holding points to obtain authorised approvals/signatures where applicable.
- (vi) If the Contractor uses different terminology to that specified here, the Contractor shall map this to his own terminology to prove that, as a minimum, all components and maintenance elements specified are covered.
- (vii) The Contractor shall provide an email address and telephone number dedicated to maintenance support. The telephone number shall be manned during System Operating Hours. Receipt of emails shall be acknowledged immediately and responded to within 24 hours or as required by the SL.
- (viii) The Contractor shall ensure maintenance of all systems is carried out according to manufacturer's recommendations and with approval from OEMs, unless otherwise written approval is granted by the Employer.

C3.1.3.30 Maintenance Activities

- (i) The maintenance of the AFC system entails responsive maintenance, Preventative Maintenance, and continuous improvement.
 - Responsive maintenance consists of responding to and actioning emergency and other ad-hoc maintenance calls logged on a Maintenance Management Software programme. The Emergency Maintenance performance is measured by the call response and closure times and the number of recurring calls.
 - Preventative Maintenance consists of routine maintenance items and is measured by the overall uptime of the system.
 - The scope of works for maintenance activities includes, but is not limited to:
 - Responsive maintenance (first, second and third line maintenance).
 - Preventative Maintenance (first, second and third line maintenance).
 - Continuous Improvement.
 - Backup and Failover testing.
 - Updating of Maintenance Documentation.
- (ii) *Maintenance Definitions* - (Please refer to the preliminary and general section for defined terms. Defined terms are capitalised throughout the document). Maintenance is divided into 3 main categories, shown in *Figure 7* below. Each of these will be discussed in the next sections.

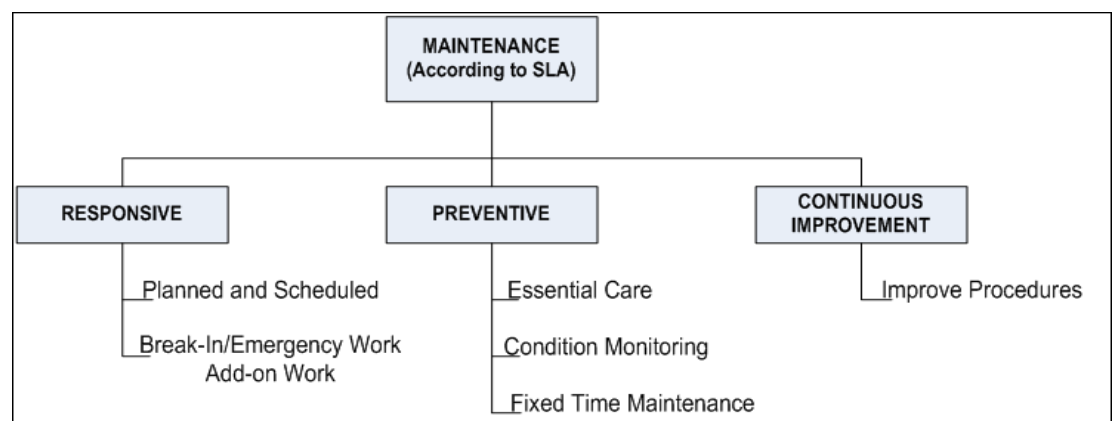


Figure 7: Maintenance Categories

C3.1.3.31 Maintenance Requirements

- (i) The Contractor shall be responsible to:
- Provide technical support at the depot during depot specific operating hours.
 - Provide technical support to Stations during bus operating hours.
 - Carry out all maintenance (scheduled and unscheduled), repairs and upgrades required to all AFC Equipment and systems in accordance with the requirements including loading terminals, bus FVEs, access control systems, location services systems, and the back office.
 - Ensure maintenance activities include but are not limited to repair, replacement, de-installing, re-installing of Equipment, Preventative Maintenance requirements, upgrading and routine maintenance activities.
 - Ensure that all the Equipment and systems are maintained as per the supplier's specification and OEM maintenance requirements.
 - Provide the Employer with a Maintenance Plan and Maintenance Schedule.
 - Ensure that scheduled maintenance does not interfere with operations. Scheduled maintenance needs to be performed outside operating hours if it could interfere with operations.
 - Optimise scheduled maintenance to minimise the requirement for unscheduled maintenance.
 - Ensure that unscheduled maintenance is performed within the performance monitoring parameters.
 - Keep the Asset register up to date with the Asset locations and all relevant maintenance performed or planned to be performed.
 - Keep adequate stock of Equipment and parts to ensure there is always adequate Equipment for operations. Maintain spare stock levels as agreed with the Employer for the duration of the Contract.
 - Repair or where possible swap out Faulty or damaged Equipment to ensure the repair time between Failures is minimised.
 - Replacement units will only be procured as needed to replace units that were damaged due to events outside the Contractors control (like theft, fire etc). All Equipment Failures shall be covered by the Contractor's warranty for the full duration of the contract.
 - System development and maintenance including configuration and application versions. Development and installation of updated versions of applications approved by the Employer.
 - Develop a process with the Employer, whereby system upgrades are reviewed and evaluated in detail, and the merit of each potential system change, or upgrade is reviewed. No system changes may be made without full consultation with, and consent by, the Employer.
 - Develop and determine a process with IPTN stakeholders to allow the Contractors technical staff afterhours access to the Control Room, stations/kiosks or any other site which is secured outside of normal operation hours, to perform maintenance/repairs, as and when required.
 - Provide an overview of the anticipated future development and changes in payment solutions that may occur during the period of the contract. Any such changes, which the Contractor feels shall benefit the Employer shall be submitted through value engineering / variation procedures as set out in the AFC Contract.
 - Achieve the maintenance targets set out in the AFC Service Level Agreement.
 - Indicate how this will be achieved and provide the applicable cost implications.
 - Provide AFC maintenance reporting including Planned maintenance programme and Monthly Unplanned/emergency maintenance.

C3.1.3.32 Taking Over and Use of Existing Computerized Maintenance Management System

- (i) The Employer is currently using Forcelink as the Computerized Maintenance Management System (CMMS). The Contractor shall continue to use Forcelink for the purpose of all systems maintenance.
- (ii) The Forcelink maintenance platform includes a list of all AFC system assets with their locations. This asset list shall be updated in accordance with the new AFC system and then always kept up to date and after every emergency and Preventative Maintenance visit the relevant items shall be updated to ensure accuracy.
- (iii) The existing Master Schema, AFC system Schema's shall be made available to the Contractor. The Contractor shall update the schema with all new asset and systems information.
- (iv) The Contractor shall use Forcelink for asset tracking and life cycle management.
- (v) Forcelink shall be set up to monitor and track Service Levels and Key Performance Indicators (KPI's) as specified in this part of the document.

C3.1.3.33 Helpdesk Call Platform

The Employer uses Forcelink as its call management platform or Helpdesk. The Contractor shall use Forcelink or any replacement system as and when required by the Employer. The Contractor shall be added as a user on the Forcelink platform in order to receive emergency maintenance calls. In turn, the Contractor shall complete tickets or calls on the system.

C3.1.3.34 Responsive Maintenance

- (i) Responsive Maintenance shall include:
 - Supply, delivery, installation, setup and configuration and testing and re-integration of all parts, components, devices or software and related services and any work required to correct / rectify / resolve any system Failure and its restoration to safe, reliable, normal operation to fulfil its intended function;
 - Software updates, software version upgrades, and Firmware upgrades.
 - Testing and re-commissioning to prove complete system functionality has been re-instated.
- (ii) Failures and upgrades shall be rectified by repair or replacement of Faulty components and / or update/upgrade of any software, Firmware, databases, applications, etc.
- (iii) Key Performance Indicators (KPI's) shall be measured against Service Level obligations as provided for in this section C3.1.3.43.
- (iv) System Failures shall be logged directly in Forcelink by the Contractor. This can also be done by parties other than the Contractor.
- (v) Failures will result in a Work Request (WR) being logged in Forcelink and assigned to the Contractor by the control centre.
- (vi) If a Failure is outside of the Contractors scope, the WR shall be rejected with motivation for escalation to the correct party.
- (vii) The Contractor and/or his sub-contractors shall create a Work Order (WO) which shall detail the planning of resources.

- (viii) After the final remedy, the WO will not be considered closed before 3 days of normal, stable systems operation after the Fault was rectified. If the same problem occurs again within this period, it will be considered as belonging to the original WO.
- (ix) Where applicable Responsive Maintenance shall be initiated through Preventive Maintenance procedures. For example, Failure modes which lend themselves to condition monitoring shall be inspected on a regular basis and/or conditions monitored remotely to detect any Failure before it results in a Breakdown.
- (x) Any system Failure shall be inspected and analysed to identify the reason for the Failure.
- (xi) Where a device / component fails and requires return to the OEM for analysis, the Contractor shall promptly return such device / component to the OEM. Any related costs for shipment and / or analysis shall be carried by the Contractor.
- (xii) Action shall be taken to eliminate or reduce the frequency of similar future Failures.
- (xiii) Failure analysis procedures and results shall be documented and form part of the maintenance reports and continuous improvement process. The reports should include Failures categorised by Equipment type, per error, per resolution, and per call-logging entity. The report shall include the results of the previous 12 months as well as an indication of the average amount of calls logged for the specific Equipment type.
- (xiv) The cause of any Failure shall be logged against the asset and Root Cause Analysis (RCA) shall be reported against all items. A complete record of the asset history shall be kept and made available to the Employer or the Employer's Representative, upon request.
- (xv) Repaired parts can be used as part of the spares stock. Repaired parts shall be clearly identifiable to differentiate them from new stock.
- (xvi) No part shall be repaired more than twice. Upon the third Breakdown or Failure of the same part, that part shall be replaced by a new part.
- (xvii) Travelling for maintenance functions shall be included in the monthly rate for maintenance.

C3.1.3.35 Planned and Scheduled Responsive Maintenance

- i. The maintenance manager shall be responsible for planning all Work Orders (WO).
- ii. Planning shall include a form with checklist to complete including but not limited to:
 - Verify the scope of the Job.
 - Equipment, tools, instruments, parts, material, spares and personnel to do the Job are identified and allocated.
 - Personnel have the required skills needed.
 - A description of Job steps is documented.
 - Risk and safety requirements are identified.
 - Necessary technical documentation is available.
 - Estimated Job duration by skills and the number of people needed for the Job.
 - Required permits available, including wayleaves if necessary.
 - Consider location and define physical and environmental constraints.
 - Record keeping of all parts and costs.
 - Identify and avoid duplicate work.
 - Consider performing other Jobs in parallel to save time and/or costs.
 - Coordination with other Contractors / role players.
 - Consider testing to be performed to prove system restoration.

- iii. Where other parties report a Fault, an accurate description of the Fault will be given as far as possible. It shall however remain the responsibility of the Contractor to obtain complete information about any Failure to plan the maintenance as described.
- iv. After a Job is planned, it shall be scheduled and executed, within the SL's obligations.

C3.1.3.36 Emergency Responsive Maintenance

- (i) Emergency maintenance will be assigned the highest priority level. Various scenarios of critical nature can lead to this including but not limited to:
 - An immediate safety or environmental hazard.
 - Failure of any core control centre system functionality.
 - Failures that undermine system integrity, e.g., scenarios that lead to incorrect BI reports to manage the VOC contract, e.g., incorrect mileage, missed trips reporting, etc.
 - No communications with buses.
 - No tracking of buses.
 - System backup Failure
 - bus has incorrect base version, i.e., incorrect route/schedule information loaded
 - Kiosk is unable to operate
 - Station has been vandalised
 - Any failure or Breakdown with significant impact on the system or operations
 - Any further requirements as may be determined by the Employer from time to time.
- (ii) The Contractor shall always have pre-planned emergency maintenance procedures in place. These shall be submitted to the Employer for approval.
- (iii) Emergency maintenance shall be done without delay, within the Service Level requirements.

C3.1.3.37 Failure Resolution, System Testing and Documentation

- (i) Responsive maintenance shall include testing and re-commissioning to prove complete re-integration and reliable, accurate and safe operating conditions have been re-instated. The following shall apply:
 - It shall be the Contractor's responsibility to:
 - Prove full system functionality has been re-instated.
 - Develop detailed test documentation and issue to the Employer for approval.
 - Submit test reports with results of any testing proving normal and stable operations have been re-established.
 - If test results fail, the Contractor shall include additional testing and / or re-testing or perform further maintenance if required, while SL obligations and penalties remain in force.
 - The Employer and/or Employer's Representative might at their own discretion witness any testing.
 - The Employer retains the right to demand further testing if in its opinion the provided information is inadequate, or if the system is unstable or fails to meet intended operating conditions or for other reasons as may be motivated by the Employer.
 - Testing might be required over more than one day and include other systems to prove systems integration and to achieve acceptable test conditions or sample size for acceptable statistical evaluations.
 - Where system changes are affected, the Contractor shall be responsible to keep, update and generate new as-built documentation as required within 14 days after failure resolution.

C3.1.3.38 Preventive Maintenance

- (i) The key objectives of Preventive Maintenance are:
 - Ensure continuous optimum system performance and peak efficiency of Equipment
 - Monitor device performance and minimize deterioration
 - Detection and correction of incipient failures either before they occur or before they develop into breakdowns
 - Ensure all software is updated
- (ii) Preventive Maintenance shall be a planned, scheduled, and controlled program.
- (iii) Depending on the device or component, preventive maintenance periods for different parts may be done at different intervals, such as weekly, bi-weekly, monthly, quarterly, 6 months or annual.
- (iv) Preventive maintenance is sub-divided into-
 - *Fixed time maintenance:*
 - Systematic inspections based on manufacturer recommendations, considering Mean Time between Failures (MTBF) and any other recommendations as may apply.
 - Trend analysis through component History. Anticipate component Failure before it occurs.
 - *Essential care including:*
 - Detailed cleaning
 - Replace and renew
 - Adjust and re-configure
 - Testing, analysis and verification
 - *Routine software or system updates*
 - *Condition monitoring:* System performance monitoring through systematic inspections and / or remote monitoring.
 - *Travelling for Preventative Maintenance* functions shall be included in the monthly rate for maintenance.
 - *Preventative Maintenance checks.* The Contractor shall be responsible for developing their own maintenance check sheets for approval by the Employer's Representative.

C3.1.3.39 Monitoring of Preventive Maintenance Performance

- (i) System uptime and system health shall be key performance indicators of the Preventative Maintenance of the systems. System uptime and health monitoring is also required to indicate device degradation for the necessary effective pre-emptive planning of device maintenance.
- (ii) All devices that form part of the systems shall have health monitoring and logging capabilities. The devices shall be able to send health and uptime related device data to the Back Office on schedulable intervals. All devices connected to the systems are required to send such health and uptime related data to the back office.
- (iii) All devices shall be able to store health and uptime related data locally on the device such that some of the data is retained when a network outage occurs.
- (iv) The system back-end shall enable the receipt of health and uptime related data from all connected devices and shall be able to store and analyse such data for the purposes of health monitoring of the system.
- (v) In addition to the device health and uptime monitoring functionalities, the Contractor shall provide network uptime monitoring software for the monitoring of the network Equipment. The data generated from the network uptime monitoring software shall provide supporting

documentation to claims for acquittance due to network outages which are out of the control of the Contractor.

C3.1.3.40 Continuous Improvement

- (i) The goal of Continuous Improvement is to improve and optimise maintenance procedures over the duration of the Contract period.
- (ii) Optimised maintenance eliminates both under-maintenance and over-maintenance and results in overall cost savings.
- (iii) After review, evaluation and analysis of current and alternative procedures, the Contractor shall propose amendments including motivation.
- (iv) Any changes to maintenance procedures shall only come into effect after written approval from the Employer or the Employer's Representative.
- (v) The Employer may at its own discretion instruct the Contractor to review, analyse and/or amend any specific process.
- (vi) Trend analysis, Root Cause Analysis (RCA) and Current Best Practice (CBP) Assessment shall form part of Continuous Improvement.
- (vii) The Contractor shall keep record and report on all Continuous Improvement actions and outcomes.
- (viii) The maintenance plan shall be continuously updated to reflect the most recent maintenance procedures and status.

C3.1.3.41 Maintenance Reporting

- (i) The following reports shall be submitted as and when necessary:
 - a. Monthly maintenance report including at least the following:
 - summary and overview showing WR's and WO's categorised per sub-system, device, status, priority and over an adjustable defined period.
 - Rejected WR's including motivation for rejections e.g. outside Contractor's scope of work. Where applicable and possible the Contractor shall identify the correct service provider to whom the WR should be assigned.
 - Open and completed WO's.
 - Average time to repair.
 - System uptime and percentage available per sub-system and/or Equipment type.
 - SL performance against KPI's.
 - Risks & mitigation measures.
 - Responsive Maintenance.
 - Preventive Maintenance against the planned schedule.
 - Continuous Improvement.
 - Status of spares stock and stock movement (for example repaired, at OEM, etc.)
 - Pending insurance claims which impact maintenance with related detail.
 - Any other information to assist in interpreting system performance and reliability or as instructed by the Employer or Employer's Representative.
- (i) System test and re-commissioning reports including test procedures, analysis and results as may be required to prove the system has been reinstated to full functionality.
- (ii) Trend analysis report.

- (iii) Breakdown analysis/system Failure report, to describe the cause of Breakdown, how it was repaired and what can be done to avoid similar future problems.
- (iv) Maintenance reports shall be submitted to the Employer and Employer's Representative at least 2 days prior to the monthly maintenance meeting. If the report is submitted late, the Employer reserves the right to subtract 5% of the value claimed by the Contractor for Maintenance and SL obligations.

C3.1.3.42 Maintenance Plan

- (i) The Contractor shall develop a maintenance plan. The following minimum requirements shall apply:
- (ii) The Maintenance Plan shall cover all maintenance activities and processes as specified.
- (iii) The Maintenance Plan shall identify the maintenance activities, priorities, maintenance schedules, and resource commitments and expenditures.
- (iv) Depending on the device or component preventive maintenance periods for different parts may be done at different intervals, such as weekly, bi-weekly, monthly, quarterly, 6 months or annual.
- (v) Forms per maintenance activity shall be developed as required and include check sheets of Tasks performed and records of readings or results of tests.
- (vi) The Maintenance Plan shall include flowcharts of all processes, showing decision points, holding points and responsibilities. Decision and holding points shall be as relevant for internal approvals / commissioning as well as approvals / sign off by the City and/or Employer's Representative.
- (vii) The Maintenance Plan shall clearly describe escalation procedures and show the interface between Preventive Maintenance and how any identified issues are escalated to Responsive Maintenance.
- (viii) The Maintenance Plan shall include the maintenance team organogram.
- (ix) The Maintenance Plan shall describe maintenance processes considering planning of human and material resources with the view of SL compliance.
- (x) The Maintenance Plan shall describe procurement procedures, lead times and keeping sufficient spares stock to meet SL obligations.
- (xi) The Maintenance Plan shall describe how the Contractor will manage sub-contractors and suppliers to ensure sufficient spares stock is available as may be required.
- (xii) The Maintenance Plan shall include any other information as may be required for a complete maintenance plan.
- (xiii) Upon Instruction from the Employer or Employer's Representative, the Contractor shall review and amend the maintenance plan if required.
- (xiv) The Maintenance Plan shall be critically reviewed and updated on a continuous basis.
- (xv) The Preventative Maintenance program shall include:
 - b. A schedule of all stations, indicating on which days which stations will receive their preventative maintenance.
 - c. A schedule of all buses, indicating all buses with their bus numbers that will receive preventative maintenance in that month.
 - d. A schedule of back-office equipment, indicating when their respective maintenance is scheduled to take place. The preventative maintenance on back-office equipment shall include, inter alia, items such as server updates, checking hard drive space and backup operation.

C3.1.3.43 Operations & Maintenance KPI's and Service Levels

- (i) It is essential to ensure both systems availability, adequate response and repair times, therefore a key performance Indicators (KPI) regime shall apply being:
- The availability KPI defines the average uptime required during system operations spread over all the Equipment of one type.
 - The resolution time KPI defines the required **response and repair time**, measured during system operations for a particular Equipment type.
 - KPI's shall be applied and measured simultaneously and independent of each other.
 - KPI's are calculated during System Operating Times only, i.e., Downtime outside of these hours will not be considered in the availability or resolution time calculations.
 - Partial functionality will be considered a normal failure, e.g. intermittent functionality of any device.
 - If one KPI affects others, then the most stringent KPI requirements shall apply.
 - The Contractor shall provide evidence for cases he claims non-performance due to 3rd party dependency Failures.
 - The total penalty shall be capped at a maximum of 30% of sum of all the monthly maintenance pricing items.
 - Penalties shall be subject to escalation.
 - Exceeding the KPIs shall not result in a credit to the Contractor.
 - The imposing of penalties is at the sole discretion of the Employer.
 - The Contractor may request scheduled system Downtime as part of routine maintenance procedures, e.g. to update software. The Employer and the Contractor shall agree ad-hoc if such Downtime will be acceptable in operating hours, or if such Downtime will have to be outside of operating hours.
 - The Contractor may make representation in order to adjust SL limits. Any changes shall be agreed in writing between both parties before coming into effect. Consideration of any such representation shall be at the sole discretion of the Employer.
 - The System Operating Times are as defined in the terminology section of the Employer's Requirements.
- (ii) A service level (SL) shall be applicable to the Contractor and all sub-contractors.
- (iii) The Contractor shall be responsible for its subcontractors and ensure that its subcontractors comply with SL obligations.
- (iv) The Contractor shall enter into a signed agreement with each sub-contractor including:
- An undertaking between the parties that the Contractor and sub-contractor shall comply with the SL obligations.
 - Back-to-back dispute resolution procedures and application of penalties as is applicable to the Contractor.
- (v) The signed sub-contractor agreements shall be submitted to the Employer and the Employer's Representative.

Table 10: System Availability Service Levels

Description	Service Level
Maintenance of the Back Office shall ensure uninterrupted operation twenty-four (24) hours a day, seven (7) days of the week. This Service Level is measured over a calendar month. Should any part of the System malfunction with the result that Back Office is affected by the malfunction, a performance disincentive as stated below will apply per node failure for as long as the malfunction occurs.	Ninety-six percent (96%)
Maintenance of other System Devices to ensure uninterrupted operation twenty-four (24) hours a day, seven (7) days of the week. This Service Level is measured over a calendar month. Should any part of the System malfunction with the result that any one Node is affected by the malfunction, a performance disincentive as stated below will apply per node failure for as long as the malfunction occurs.	Ninety-six percent (96%)
Maintenance of System Devices to ensure that each Node is available and operational. Availability is measured as the percentage of time (excluding Preventative Maintenance Downtime) in a calendar month that the Node is operative.	Ninety-six percent (96%)
Preventative Maintenance of the Back Office shall occur outside the System Operating Times.	No Downtime allowed
Preventative Maintenance of System Devices within Nodes.	Four (4) hours per Node per month

- (vi) The method of calculating the Service Level – System Availability percentages shall be:

Table 11: Service Level Calculation Formula

Service Level System Availability % = (Core Working Minutes minus Unplanned Downtime Minutes) x 100/Core Working Minutes	
Where:	
Core Working Minutes =	Attended Minutes + any extensions to Attended Minutes – Planned Downtime
Unplanned Downtime =	Time when Services are not Available excluding any planned Downtime

- (vii) Failure to meet the Service Levels specified in *Table 12* will result in the following disincentive deductions:

Table 12: Service Level Deductions

a)	R 50 000,00	per Back Office failure per day or part of a day;
b)	R10 000	per Node Downtime per day or part of a day
c)	Up to a maximum of 10%	of the monthly payment certificate value (excluding response resolution disincentives).

C3.1.3.44 Maintenance Performance Evaluation

- (i) The consistent provision of quality preventative and responsive maintenance to the Employer is paramount.

- (ii) The overall maintenance performance by the Contractor will be monitored by calculating a performance score every month, using the KPI's above and a score derived from the execution of Preventative Maintenance (PM).

Table 13: Overall Maintenance Performance

Performance score	= Quality score + PM score
Quality score	= the sum of all the penalties expressed as a percentage of the maintenance pay items accumulated by the Contractor over a month.
Preventative Maintenance (PM) score	= 0 or 5%

- (iii) Preventative Maintenance will be monitored according to a schedule and checklists/SOPs agreed with the Employer. The Contractor shall ensure that his Equipment PM checklist is signed off by the facilities/depot / bus manager after each visit and these shall be submitted with his monthly invoice as proof of the Preventative Maintenance work done. Failure to adhere to and complete the agreed schedules or work shall result in a PM score of 5%. Note the PM score is not a financial penalty.
- (iv) The Performance level of Good, Average or Poor will then be established from the evaluation table below:

Table 14: Performance levels

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

- (v) Where performance is unsatisfactory, the following process shall occur:
- Achieving a "poor" performance level in any single month shall result in the issue of a "first warning notice" by the Employer to the Contractor, indicating the performance measures which have been breached giving rise to the notice, and indicating to the Contractor the implications of the notice. The Contractor shall within five (5) Business Days, provide to the Employer, an action plan to achieving future compliance with the relevant performance measures for the written approval of the Employer. The Contractor shall implement the action plan and provide to the Employer a report evidencing how the measures identified in the action plan have been implemented by the end of the next month.
 - If the Contractor fails to implement and comply with the action plan, and/or obtains a second consecutive month score of "poor", the Employer has the right to issue a "second warning notice" to the Contractor, indicating the performance measures which have been breached, and requesting a second action plan to achieve future compliance with the relevant performance measures. The Contractor shall implement the second action plan and provide to the Employer a report evidencing how the measures identified in the second action plan have been implemented by the end of the next month.
- (vi) If, following the above remedies, the Contractor:
- Fails to implement and comply with the second action plan, and/or
 - Obtains a third consecutive month score of "poor", and/or
 - Obtains 5 or more "poor" scores during a 12 month period.
- (vii) The Employer has the right to issue a "final warning notice" to the Contractor, indicating the performance measures which have been breached, and requesting a decisive

action plan to achieve future compliance with the relevant performance measures. The Contractor shall implement the decisive action plan and provide to the Employer a report evidencing how the measures identified in the decisive action plan have been implemented by the end of the next month.

- (viii) If the Contractor fails to implement and comply with the decisive action plan, the Employer shall have the right to terminate the Contract.
- (ix) In the event of an incident occurring during any pre-planned Preventative Maintenance, of which the Employer has been made aware, the Contractor will not be liable for any performance disincentive.
- (x) Preventative maintenance that will result in Downtime or service interruptions must be approved by the Employer before it can be executed.
- (xi) The Contractor undertakes to maintain the System Devices and adhere to the following Preventative Maintenance Service Levels:

Table 15: Preventative Maintenance Service Levels

Description		Service Level
a)	System – Software (including Firmware, and Software Updates)	One hundred percent (100%) monthly per Node
b)	System – Hardware (excluding Firmware)	One hundred percent (100%) weekly per Node

- (xii) The Contractor shall limit Downtime because of Preventative Maintenance activities during off-peak periods and observe a maximum monthly Downtime of four (4) hours per Node per month (as is allowed for preventative maintenance).
- (xiii) Maintenance reports shall be submitted to the Employer and Employer's Representative at least 2 days prior to the monthly maintenance meeting. If the report is submitted late, the Employer reserves the right to subtract 5% of the value claimed by the Contractor for Maintenance and SL obligations.
- (xiv) The Contractor will be responsible for assigning the relevant Impact Code associated with the incident being handled. The codes, which will be refined during the Design and Build period, are at least indicated in **Table 16** below.

Table 16: Impact Codes Service levels

Item	Impact Code	Description
a)	A.	An Incident which results in a loss of a service is defined as Critical Failure. For example (but not limited to these examples): • More than 50% of users are significantly impacted • The Employer's ability to provide services to commuters is significantly impacted; or • A business-Critical Application e.g. the fare media can't be updated, clearing and settling of Transactions can't occur, fare calculation is not possible, or estimate time of arrival can't be calculated.
b)	B	An Incident which is a degradation of a Service. For example (but not limited to these examples): • A whole workgroup of users is significantly impacted • Members of the public are adversely affected; or • More than 25% of users are significantly impacted.

c)	C	Problem affecting fewer than three users, which does not adversely affect members of the public.
d)	D	Work Order Request or Change Order Request

- (xv) The Service Provider undertakes to provide a twenty-four (24) hour call out service and helpdesk to ensure that the following Service Levels in *Table 17* are met-

Table 17: Emergency Maintenance Levels

Description	Condition	Service Level
Core AFC Systems	Impact Code A	Respond within 1 hour of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 4 hours
	Impact Code B	Respond within 2 hours of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 8 hours
	Impact Code C	Respond within 2 hours of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 16 hours
Station Systems	Impact Code A	Respond within 2 hours of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 6 hours
	Impact Code B	Respond within 3 hours of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 12 hours
	Impact Code C	Respond within 3 hours of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 24 hours
Vehicle Systems	Impact Code A	Respond within 2 hours of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 6 hours
	Impact Code B	Respond within 3 hours of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 12 hours
	Impact Code C	Respond within 3 hours of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 24 hours
Other Systems	Impact Code A	Respond within 3 hours of receipt of call, investigate and restore or provide temporary service immediately. Resolution time: 8 hours
	Impact Code B	Respond within 4 hours of receipt of call, investigate and restore or provide temporary service

- (xvi) Failure to meet the Service Levels mentioned in *Table 17* above results in the following disincentive deductions:

Table 18: Service Level Failure Deductions

Description	Penalty
a) R2 500,00	per call response failure per day
b) R5 000,00	per call resolution failure per day (over and above Uptime Availability as required within <i>Table 13</i>)
to maximum of 25% of the original Maintenance fee (Operational period fees).	

- (xvii) Force Majeure incidents will not contribute to disincentives.
- (xviii) The Contractor undertakes to operate the AFC System components and adhere to the following Service Levels:

Table 19: Operations Service Levels

Description	Condition	Service Level
AFC Utilization (including Origin Destination Reports and reporting designed during Design Build period)	Weekly reporting	One hundred percent (100%) weekly per Node
	Monthly reporting	One hundred percent (100%) monthly per Node
Financial Transaction Clearing (Between City of Cape Town and Acquiring and Issuing Bank)	Weekly reporting	One hundred percent (100%) weekly per Node
	Monthly reporting	One hundred percent (100%) monthly per Node
Helpdesk Response	A baseline acknowledgment	99% of calls shall be acknowledged within 15mins
Written Request from Employer pertaining to the Works	A baseline response	99% of written requests shall be acknowledged within 48 hours.
Work Order Request / Change Order Request	A baseline acknowledgment (The Contractor will assign an estimated completion date based upon available resources as part of baseline acknowledgement)	99% of calls shall be acknowledged within 8 working hours for items included in the original scope of works
		99% of calls shall be acknowledged within 24 working hours for items not included in the original scope of works
	Work Order Completion Target	95% of completion within the responded baseline acknowledgement
Responsiveness to Employer's Representative	Response to Employer's Representative Instructions	95% of completion within the responded baseline response indication

(xix) Should the Service Levels mentioned in *Table 19* be exceeded, a payment incentive of five percent (5%) of the monthly Operational fee that applies per Node per day to a maximum of 15% of the original Operational fee per Node shall be added to the final paid Operational fee per Node that qualifies.

(xx) Failure to meet the Service Levels mentioned in *Table 19* will result in a penalty deduction for the Nodes of five percent (5%) of the monthly Operational fee that applies per Node per day to a maximum of 25% of the original Operational fee per Node.

C3.1.3.45 Spares Stock

- (i) The Contractor shall ensure he carries enough spares stock to meet his SL obligations for the Contract Period.
- (ii) The Contractor shall be responsible to ensure his sub-contractors carry sufficient spares stock to meet their SL obligations.
- (iii) The Contractor shall submit to the Employer a minimum recommended spares list for approval.
- (iv) Upon Instruction from the Employer or Employer's Representative the minimum required spares shall be amended if the spares are not sufficient to maintain the AFC system.
- (v) The Contractor shall be responsible to store the spares in a separate lockable room, for exclusive use of this Contract.
- (vi) New stock shall be separated and distinguished from repaired stock.

- (vii) The Contractor shall assign a responsible person to the spares store. This person shall:
- Manage access to the spares store and prevent unauthorised access.
 - Keep inventory and take full responsibility for the release of any items from stock.
 - Promptly update the inventory upon any change in the stock i.e. release of stock, return, new stock, etc.
- (viii) The Contractor shall carry complete insurance on all spares against any eventuality.
- (ix) Upon Instruction by the Employer or Employer's Representative, the Contractor shall allow the City and/or Employer's Representative access to the spares for inspection of inventory.
- (x) Six months before the end of the Contract, the Employer will enter into a discussion with the Contractor on how to handle maintenance spares at the end of the Contract.
- (xi) The Contractor shall provide for all spares within the Equipment rental rates, i.e., no separate rate for spares shall be provided. The Contractor will take responsibility for the provision and replenishment of all spares to meet his SL and KPI's.
- (xii) For purchase items, spares will be procured at the same rate. For the first 12 months after commissioning, Equipment will be replaced at the Contractor's cost within the Retention Period.
- (xiii) The same quantity of spares provided shall be handed over at the Contract Completion.

C3.2 ENGINEERING

C3.2.1 Introduction

- (i) The AFC system supplied shall be a back office centric and Account Based Ticketing (ABT) solution that is functionally fare media agnostic.
- (ii) A high level scope of work layout and timeframe is provided in *Figure 8* below.
- (iii) To ensure interoperability, the AFC system shall follow the architecture and requirements as guided by the **international standard ISO 24014 – 1: 2021 Public Transport - Interoperable Fare Management – Part 1 Architecture**.

C3.2.2 Legislation, Standards, Codes and Rules

- The latest edition, including all amendments of the following Acts of Parliament, regulations, specifications, publications, codes of practice and City of Cape Town Policies must be read in conjunction with the functional specifications and will be deemed to form part thereof.
- The Contractor should note the following regulations-
 - Regulations relating to Integrated Fare Systems 2011 issued in terms of section 8(1); of the National Land Transport Act, as and when may be amended.
- (iii) The Contractor shall comply with, but not limited to, the following regulations-
 - Municipal Financial Management Act (MFMA)
 - Construction Regulations 2014 issued in terms of section 43 of The Health and Safety Act
 - Relevant regulations and rules in terms of the Payment Association of South Africa (PASA), member Issuing and Acquiring Banks
 - Protection of Personal Information Act (POPI Act)
 - Consumer Protection Act
 - The Contractor shall comply with, but not limited to, the following City of Cape Town Policies-
 - Fare Policy
 - Supply Chain Management Policy
 - Financial Accounting Policy
 - Standards, Codes and Rules
 - The Contractor shall comply with, but not limited to, the following standards, codes or rules-
 - Payment Card Industry Data Security Standard
 - Relevant card association rules [i.e. Visa or MasterCard Operating Regulations]
 - Manufacturer's specifications and installation instructions

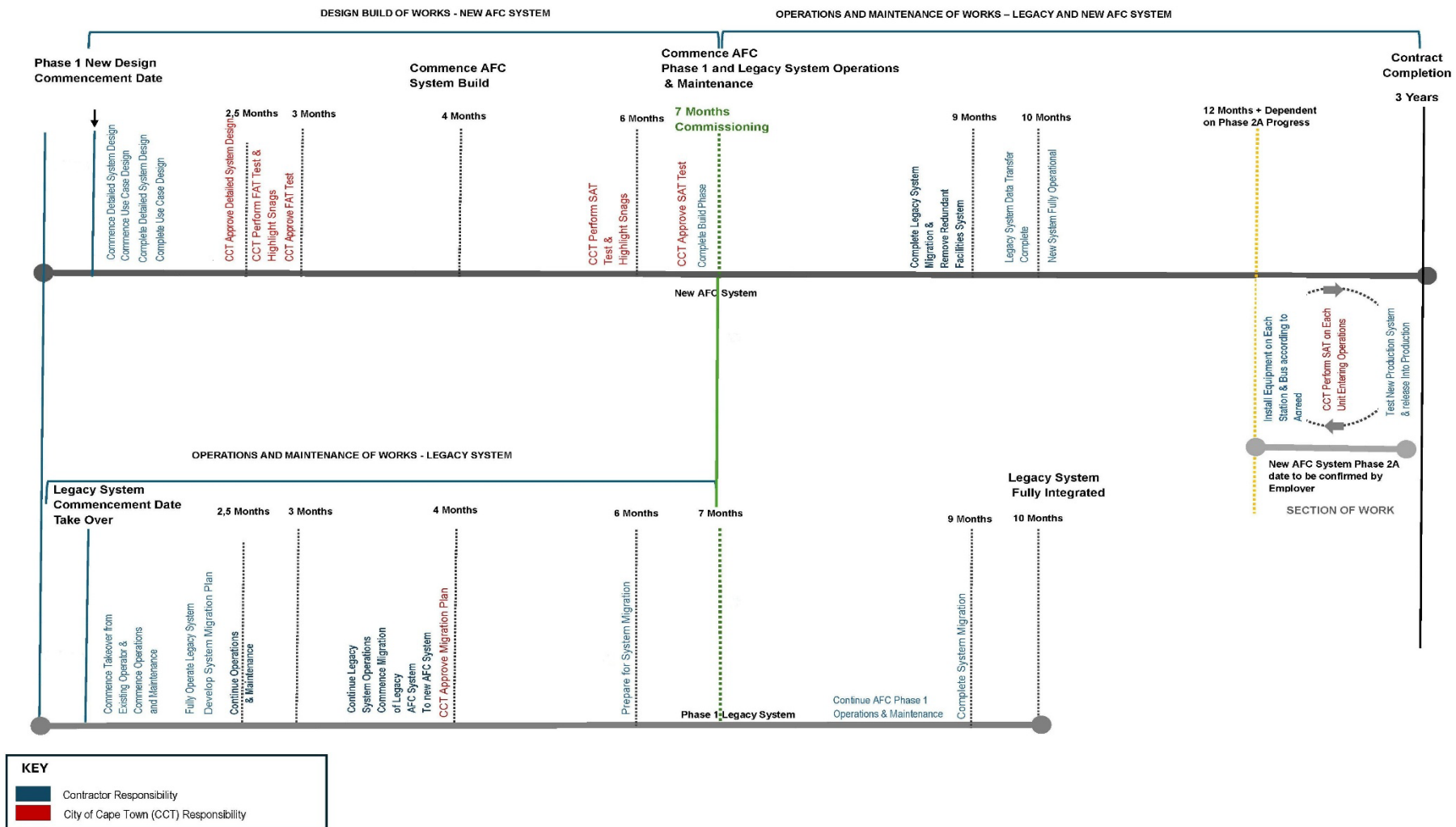


Figure 8: Sections of Work and Work Milestones

- (iv) All material/equipment shall comply with the relevant current SABS, BSI, ISO and/or IEC standards. Materials and work specified herein shall comply with, but not limited to-

Table 20: Summary of Standards and Codes Applicable to the Scope of Works

Reference	Description
IEEE 802.1	LAN/MAN Network Management
IEEE 802.3	Ethernet LAN
IEEE 802.11	Wireless LAN & Mesh
ISO/IEC 7816	Identification cards- Integrated Circuit Cards
ISO/IEC 9075	IT - Database languages – SQL
ISO/IEC 14443	Cards and security devices for personal identification – Contactless proximity objects
ISO/IEC 14763	IT - Implementation and Operation of Customer Premises Cabling
ISO/IEC 17799	IT - Code of practice for information security management
ISO/IEC 18010	IT - Pathways and spaces for customer premises cabling
ISO/IEC 27001	IT - Information security management systems - Requirements
ISO/IEC 29500	Office Open XML file formats
ISO/IEC 32000	Portable document format -- PDF 1.7
ISO 24014	Public Transport – Interoperable Fare Management System

- (xxi) *Table 20* above is not exhaustive, and any Standards or Codes referenced throughout this document shall apply.
- (xxii) It is required that the IT Architecture Guide for Tender Process – Standards List July 2025 is complied with as a minimum and the document is contained in C4 Site Data.
- (v) **Open Standards for Myciti Systems** - The following criteria are applicable to all new work or developments or extensions under this Contract:
- The MyCiTi AFC system including the integration between the AFC system and the APTMS, shall comply with open standards as defined by the global standards organisations.
 - An obligation remains on the Contractor, acting as an expert in the field, to determine and comply with all relevant and appropriate standards governing the solution provided.
- (xxiii) **Payment Card Industry Standards Compliance** - The Contractor shall comply in all aspects to the Payment Card Industry (PCI) Data Security Standard (DSS) set of requirements to achieve PCI compliance. These requirements include, but not limited to -
- Firewall protection
 - Vendor access and changing of default passwords
 - Protection of Personal Access Numbers in the database
 - Encryption of transmission over open or public networks
 - Having an active and current Anti-virus
 - Application coding security
 - Restricting the access to the business User
 - Role-based security
 - Restricting physical access
 - Tracking and monitoring of access
 - Regular testing and assessment
- (xxiv) The Contractor should note that penalties for non-compliance of the Contractor as may be charged by the Payment Association of South Africa (PASA), the Banking Association of South Africa (BASA), and the bank shall be borne by the Contractor.
- (xxv) The Contractor shall comply with current PCI DSS (Data Security Standard) at the time of tender is version 4, published in March 2022 for any existing MyConnect fare media that

may still be valid for Phase 1 operations at the time of contract commencement. It should be noted that all MyConnect (EMV) fare media expires on December 2026 whereafter this fare media type will no longer be utilised and PCI DSS certification will no longer be required for MyConnect fare media.

- (xxvi) The Contractor shall include in the price a provision for upholding this standard for the full term of this Contract. The Contractor shall submit a certificate of compliance issued by a qualified PCI assessor as proof of compliance within six months of the commencement of the Contract. For the following years, certificates as verification of the continuation of compliance shall be provided.

C3.2.3 Environmental Requirements

- (i) All equipment shall meet the following minimum environmental specification ranges as required per conditions of the site:
- Operating Temperature: -5°C to +50°C
 - Storage temperature: -20°C to +70°C
 - Humidity: 0-90% relative humidity (non-condensing)
 - Shock: 30g for milliseconds and up to 5g sustained
 - Operating vibration: 1.5g RMS, 5 -150 Hz
- (ii) All equipment installed in buses shall be able to withstand the operational shock and vibration associated with such an operating environment:
- Solid object and moisture protection indoors inside plant rooms: IP 4X
 - Solid object and moisture protection outdoors: IP 54 to IP 67 as necessary.
 - Wind speeds of up to 23 knots
 - Wind gusts of up to 48 knots
- (iii) The Contractor shall provide surge protection for all equipment. Equipment shall be resilient to the effects of water spray on equipment as result of cleaning activities.
- (iv) Industrial solvents shall not be used by the Contractor to clean equipment, but the Contractor shall follow manufacturer recommendation to the cleaning and care of equipment.
- (v) Certain outdoor equipment, e.g. antennas on buses, may encounter rain, mud, hail, snow and slush, all of which may contain salt. Such devices shall be resistant to its effects and shall not allow ingress of liquids or dust.
- (vi) All equipment provided as part of the AFC System shall have protective coatings suited to the coastal climate of Cape Town.
- (vii) All equipment exposed to the sun, like Fare Validation Equipment (FVE), shall have coating that is UV resistant.
- (viii) All equipment's surfaces shall be made of durable materials to provide consistency throughout the equipment's service life.
- (ix) All metallic materials including poles, brackets, conduits, racks shall be made of corrosion-resistant materials such as stainless steel or composites to minimize deterioration. All materials that are not inherently corrosion resistant shall be protected with corrosion-resistant coatings.
- (x) All contact areas of dissimilar metals where there is a potential for galvanic corrosion shall be protected against such.

- (xi) All cable joints, including network cable connections, shall be protected against moisture and corrosion.
- (xii) All network equipment installed in exterior surroundings shall be installed in suitable weatherproof enclosures to protect the equipment against rain, moisture and corrosion.
- (xiii) All cable connections into the enclosure shall be water and corrosion proof.
- (xiv) Further environmental requirements are specified elsewhere for specific devices as required. In the event of any contradiction with the above, the device specific requirements shall apply.

C3.2.4 Communications Network

- (i) The Employer shall provide and maintain the full network infrastructure with its appointed service provider(s), including the LAN down to the RJ45 connection level, WiFi Access Points (APs) and GSM network, in support of network communications across the MyCiTi system i.e., stations, depots, staging areas, the TMC and Civic Centre.
- (ii) At these sites across the MyCiTi system, the fibre terminates in the designated equipment rooms where a network interface shall be made available for the purpose of serving the AFC system and other systems such as the APTMS.
- (iii) Where GSM / LTE communications are required, SIM-cards will be made available by the Employer and provisioned by their appointed service provider.
- (iv) The bidding Contractor shall provide the Employer with its network infrastructure requirements.
- (v) Existing (Phase 1) depots have Wireless LAN (WLAN) networks available for bus-docking, i.e. for the downloading/uploading of information from / to buses. Any modification, upgrade or replacement of Phase 1 WLAN depot networks and installation and commissioning of new WLAN at Phase 2A depots is out of scope for this Contract
- (vi) The Contractor shall coordinate and cooperate with all stakeholders as and when required to establish network connections for the AFC system.
- (vii) All data communication networks shall be in accordance with nationally recognized interface standard and regulations such as those published or adopted by SANS and ICASA, including ISO, IEC, IEEE SAE standards where applicable.
- (viii) All Communication equipment shall be ICASA approved which proof of such certification as part of the tender response.
- (ix) It is the Contractor's responsibility to ensure that the PCI certification is maintained at all times and that the allocated VLAN's are not compromised.

C3.2.5 Electrical Requirements - Electrical, Wiring and Connections

- (i) The following electrical specifications shall apply:
 - Except on buses, installations are 230V, AC.
 - On buses, electrical installations are < 100V.
 - Electrical installations shall be to SANS 10142-1: Latest revision (The wiring of premises Part 1: Low-voltage installations).
 - Electrical cables on buses shall be to SANS 1017: Latest revision.
 - Only qualified electricians and auto-electricians shall be used where required.

- (ii) Any electrical component and wiring used on vehicles shall be designed and intended for use in the automotive environment and shall be used to manufacturer specifications.
- (iii) The Contractor shall provide overvoltage protection for all equipment installed.
 - If miniature circuit breakers are required as part of any work, these shall comply with SANS 60947-2 with thermal magnetic operation.
 - All devices shall be suitably protected through earth connections.
 - In bus installations, earth/ground connections shall be connected to the chassis and according to SAE J1908_201302.
 - Wire and cable ties shall not be so tight as to cause indentation and damage to the insulation.
 - Adhesive-mounted bases shall not be used to support wire ties or cable supports.
 - Cable routing shall be done to keep conductors free from metal edges, bolt heads or sharp interfering points which could damage cable insulation.
 - Cable routing shall be done to keep conductors separated from strong magnetic fields, e.g. speakers on buses.
 - All conductors providing connections between components shall be provided with strain-relief and be clear of moving objects that could damage either the conductor or the object.
- (iv) All terminations and cables shall be clearly indexed, labelled and schematically identifiable to the Employer's specifications.
- (v) All wire labels shall be non-metallic and shall resist standard lubricants and cleaning solvents.
- (vi) When components must be connected to each other through individual wires, the wiring shall be incorporated into a wiring "harness," where each branch of each circuit can be separated from others for troubleshooting.
- (vii) Where required cabling shall be shielded to protect against Radio Frequency Interference (RFI) and Electromagnetic Interference (EMI) emission sources, as well as internal conductive or inductive emissions, e.g. antenna cables of class RG-58, RG-142, e.g. LMR195 or similar.
- (viii) Cable Sprague shall be used wherever required to neaten cable installations.
- (ix) Spring-loaded blade terminals shall comply with the following minimum requirements:
 - Shall be of type WAGO / PXC or equivalent approved for automotive use.
 - Shall be used to manufacturer specifications.
 - Terminals shall be sized correctly for type of wiring used. Any wire size which is smaller than that specified for use with the terminals shall be fitted with a ferule, crimped onto the cable to ensure proper connection.
 - As far as possible it shall be avoided for 2 wires to share the same terminal, unless the terminal is designed for this purpose.
 - Close to the terminal, cables shall be secured onto the bus body/bulkhead to prevent vibration of the cable in proximity to the terminal block.
- (x) Items installed on buses operate in environmentally harsh conditions. Any replacements parts or components shall be designed and manufactured to be used in this environment.
- (xi) Items installed on buses operate in harsh environments including continuous vibrations, high ambient temperatures, etc. Any new or replacement parts shall be able to continuously operate without problem within this environment.

- (xii) On-board devices shall be tested and approved to EN50155 heat and vibration, or equivalent approved standard.
- (xiii) All installations performed by the Contractor shall comply with the following requirements:
 - All electrical work performed by the Contractor shall be done by suitable qualified personnel.
 - The Contractor's pricing schedule items for work that include electrical aspects shall include for all the necessary certifications as required by applicable laws.
 - All electrical installation work shall comply with South African (SANS) and International (ISO/IEC) Standards and Specifications including but not limited to SANS-10142-1: The Wiring of Premises.
 - stakeholders prior to commencement of work.
 - All electrical installations shall include an easily accessible master circuit breaker that will isolate power from the equipment when tripped.
 - All enclosures, racks and equipment chassis powered from mains power shall be earthed.
 - All cables shall be installed in metal conduits or cable channels which shall be earthed.
 - AC Power cables shall not be bundled with lower voltage cables.
 - All equipment shall be protected against radio frequency and electromagnetic interference and the Contractor shall provide proof of such certification as part of the tender response.

C3.2.6 Preliminary Items

The design deliverables shall include diagrams, drawings, flow charts, implementation programmes, design reports, etc., submitted to the Employer's Representative in electronic format in PDF, Word, Excel, MS Project, CAD (DWG or DXF) or other formats as required.

C3.2.7 Quality Requirements

- (i) All quality assurance obligations shall apply to the Contractor (including all Joint Venture or Consortium partners) and all subcontractors.
- (ii) It is the Contractors responsibility to ensure all its sub-contractors comply with quality management procedures.
- (iii) The Contractor shall develop a comprehensive Quality Assurance (QA) plan and methodology to be submitted to the Employer for approval.
- (iv) The QA plan shall be continuously reviewed, improved and updated as required throughout the Contract duration.
- (v) The QA plan shall include detailed procedures, schedules and checklists used by the Contractor and its personnel. This shall include sign-off and holding points as required. The QA plan shall address all aspects of the work, including:
 - Administrative obligations:
 - Record keeping.
 - Document management.
 - Document naming structure and version control.
 - Register of documents submitted to the employer.
 - Register of as-built documentation, updated as and when required.
 - Register of training and attendance registers.
 - Other as required.

- Version control of software, Firmware and any other items as applicable.
 - Financial management, costs breakdown, payment certificates, cash flow forecasts
 - Internal processes, procurement procedures, internal pre-commissioning and commissioning procedures with sign off points.
 - Test and commissioning procedures.
 - Spares stock management.
 - Training and documentation.
 - Devices, equipment, parts, software, etc. procured under these specifications shall be new and shall be the latest model in current production, as offered to commercial trade, and shall conform to quality workmanship standards.
- (vi) No self-tapping screws shall be used unless specifically approved.
- (vii) Double sided tape is not an acceptable means to fix equipment or any part thereof.
- (viii) Equipment and sub-components shall be identified by a part number and/or serial number, permanently and legibly affixed directly to the surface of the unit.
- (ix) Wherever the Contractor is required to label cabling, components or any other device, numbering schemes shall be consistent with those already in place or as agreed with the Employer.
- (x) All work shall be of the highest standard and shall include provision and installation of any sundry material to make work neat, e.g. cable management systems and labelling where required.
- (xi) The Contractor shall make neat any maintenance or installation work and ensure the work site is clean. The Contractor shall remove any packaging or debris from site which shall be disposed in an environmentally friendly manner.
- (xii) The Contractor shall not stand on bus seats to gain access to a bulkhead or any device or part of the bus. A step ladder or alternative shall be used if safe.
- (xiii) Where no other practical means are possible, the Contractor shall use protective covering over bus seats to be approved by the VOC in writing.
- (xiv) The Contractor shall close all bus windows once his work is completed.
- (xv) The Contractor shall not alter, modify, adjust or do any type of work on another Contractors' equipment without prior written permission to do so.
- (xvi) Measurement instrumentation shall be calibrated by a recognised certified calibration laboratory (e.g. SANAS). Certification of calibration shall be provided upon request without delay.
- (xvii) The Employer and/or the Employer's Representative or one of their representatives may attend any maintenance activity. If it is found that maintenance is not performed to acceptable quality standards, the Contractor shall promptly rectify, include any procedures as required and / or employ more personnel of relevant skills level at his own cost.

C3.2.8 Security and Certification (TIPP / PCI PA / PCI DSS)

- (i) The Contractor will ensure that their system is secure and that they have made every effort to ensure that no breach is possible. The Contractor will ensure that all data transmissions are securely encrypted to limit risk. The Fare Collection System will be EMV certified. The

Contractor will ensure this certification is maintained throughout this contract. This means the Contractor will, where applicable comply with the necessary certification standards of all relevant devices for example PayPass, PayWave etc. For acceptance in Transit.

- (ii) The Fare Collection System will be tested and certified to any standards or certifications prescribed by the Banking Industry of South Africa for contactless payments. This includes TIPP, PCI PA, PCI DSS and any other standard which is required from time to time. The Contractor shall ensure that all the AFC accounts and other financial aspects are well defined and demarcated to eliminate the confusion between the AFC financing aspects and other Employer financing aspects.
- (iii) The Contractor shall comply in all aspects with the PCI DSS requirements. Penalties for non-compliance as may be charged by the Payment Association of South Africa (PASA), and/or the Acquiring Bank shall be borne by the Contractor.
- (iv) The Contractor must include in the tender response the cost of maintaining compliance for the full term of the contract. The Contractor must submit a certificate of compliance issued by a qualified PCI assessor as proof of compliance within six months from commencement of the contract. Certificates as verification of the continuation of compliance shall be provided upon request.

C.3.2.9 Testing

- (i) The Hardware and software requirements for the testing equipment and system components, as a minimum, are:
 - Test system - Standard-Server for testing new software before installation in the Production System; and
 - AFC Lab for testing the end-to-end functionality before production release.
- (ii) The Contractor shall perform testing in accordance with the FIDIC General and Particular Conditions of Contract, Sub-clause 7.4 and Clause 11.
- (iii) Testing shall include pre-commissioning testing, commissioning testing and Trial Operation. The acceptance of the systems shall be a multiple entity, complex integration testing process. Testing and commissioning shall be done after each additional bus, station or depot is added to the system. Tests shall be conducted as on the programme submitted by the Contractor and approved by the Employer. The Contractor shall provide all the required test equipment and Materials necessary to carry out the functional and operational tests.
- (v) The Contractor shall submit test procedures in the form of Use Cases for approval, detailing each test case to be performed as part of factory acceptance testing (FAT), site acceptance testing (SAT) and Trial Operations testing. The Contractor shall also provide test reports of pre-commissioning tests completed by the Contractor before inviting the Employer's Representative to a FAT, SAT or Trial Operations Test.
- (vi) The Contractor shall provide workshop facilities where equipment can be tested and repaired. The Contractor shall provide a new testbed of all equipment and materials necessary to extensively test all equipment and systems provided under this contract.

C3.2.10 Test Documentation

- (i) All test results are to be saved electronically, preferably on a flash drive. Two sets of flash drives shall be provided, one for the Employer and one for the Employer's Representative.

- (ii) File names of the test results recorded for network connection shall match the official identification.
- (iii) The Test Equipment name, manufacturer, model number, serial number, software version and last calibration date shall also be provided in the test results documentation.
- (iv) When repairs and re-tests are performed, the problem cause and corrective action taken shall be noted, and both the failed and passed test data shall be documented.
- (v) The Employer's Representative and/or the Employer reserves the right to request verification of test results with a re-test of installed cables, on a sampling basis. Re-testing shall be at the expense of the installer unless otherwise noted in the Contract Documents.

C3.2.11 Training

- (i) The purpose of training is to ensure sufficient knowledge transfer takes place between the Contractor and the City and/or other parties in order to operate and maintain the system independently at a level where the full benefit of the system can be extracted.
- (ii) The Contractor shall provide training as and when required to various stakeholders as identified by the Employer and differentiate between competency training and actual skills transfer training, which shall require a certification process as recommended by the Contractor.
- (iii) The Contractor shall take over the operations of the legacy MyCiTi AFC system. During this takeover period, the Contractor shall be required to attend training provided by the existing Contractor under its existing contract.
- (iv) The Contractor shall train personnel as decided by the Employer on the maintenance and/or operations of all systems. The Employer may decide that training be provided to a third party.
- (v) The Contractor shall conduct training classes as per the following table and shall submit training handbooks/manuals/material for approval by the Employer at least 14 days before scheduled training. Upon Instruction by the Employer or the Employer's Representative the Contractor shall amend training documentation to include/exclude/amend the scope of training.
- (vi) The Contractor shall not conduct training without written approval from the Employer on the date and content of the training session. Any number of personnel may attend any class up to a reasonable size, to be determined by the Employer. The Employer will provide training facilities as required.

Table 21: Training Categories

#	Training categories, but not limited to -
1	AFC Back Office
A	System configuration, incl. tariff updates and distance matrix table updates, software and Hardware (firmware) updates.
B	User Account Management
C	Preparation of data supply
D	- Station, Vehicle, Depot and Staging Area Data Management, front-end & back-end - Hot-listing/blacklisting of fare media
2	Station training
A	Station Management staff training on use of devices, incl. gates, info terminal, kiosk related devices (e.g., COM) and other on-board devices if necessary.

3	On-board training (Controller & FVE)
A	• Driver training on use of FVE
B	• Troubleshooting of devices, incl. Controller, FVE and other on-board devices if necessary.
4	Reports
A	• Report generation and export
B	• Analysis and interpretation of reports

- (vii) Each training session shall cover enough scope to last at least one day.
- (viii) Some of the training sessions may be to train the trainer, depending on the category and if approved by the Employer in writing.
- (ix) The Contractor shall keep an attendance register for each session and submit this to the Employer and / or Employer's Representative after every session. The Contractor shall keep a complete register / Breakdown of all training which was provided and still to be provided for approval by the Employer. This shall include dates, training session topic, content summary, name of trainer, duration of training, etc. This shall be included in the Contractor's monthly progress report.
- (x) The same or different scope of work shall be covered per session as instructed by the Employer upon which the Contractor shall issue a training document for approval by the Employer. The content of the training sessions per category or sub-category may differ depending on the level of competence of the trainees.
- (xi) Certain categories and training sessions may require to be carried out by the OEM system specialists of the existing systems.
- (xii) Besides formal training sessions, the Contractor shall:
 - Provide on the Job training in the Control Centre, depot, station or buses upon request from the Employer. Scope of such training to be agreed with and approved by the Employer in writing.
 - Allow up to 2 persons per time, as designated by the Employer to Job-shadow the Contractor's personnel as part of training, as and when required by the Employer. There shall be no limit in the number of times Job shadowing is allowed.

C3.2.12 Competence of Personnel, Workmanship and Staff

- (i) All work shall be executed and supervised by suitably qualified staff. Only accredited persons must be permitted to carry out and supervise work.
- (ii) The Contractor shall always have an adequate number of and suitably qualified and experienced employees available during the contract period to ensure no delays on the programme.
- (iii) *Identification of Staff* - All Contractor staff shall be clearly identifiable when operating on site or when access is required to Employer facilities to fulfil contractual obligations. Contractor employee fares for travelling on the system shall be borne by the Contractor and included in the project management cost item in the rates schedule.
- (iv) *Unauthorized Persons* - The Contractor shall always reasonably prevent unauthorized persons from access to the Work.

- (v) *Supervision* - The Work shall be subject to full-time supervision of the Contractor's Representative. This representative must be authorised and competent to receive instructions on behalf of the Contractor.
- (vi) **Quality Of Materials:**
 - All materials supplied or utilised under this Contract shall be new and unused. Only materials of first-class quality and finish must be utilised. All materials will be subject to prior approval by the Employer's Representative.
 - All materials shall comply with the relevant SANS and/or banking industry specifications.
 - Replacement equipment shall be at the same or better environmental rating as the equipment it replaces.

C3.2.14 Travelling and Accommodation for Training and Operational Support

- (i) Travelling and accommodation costs for training and/or operational support will be paid subject to the following:
 - Only for overseas-based personnel, after approval from the Employer in writing on the scope and dates of training and/or operational support to be provided.
 - A return flight Ticket per trip, economy class at the going rate of the major airlines at the time required.
 - Note, all other travel costs, e.g. for the purposes of system maintenance and operations shall be included in tendered rates.

C3.2.15 Extent of The Works - As-Built Drawings and Documentation

- (i) The Contractor is referred to the conditions of tender, the Contract Data, Special Provisions of Contract.
- (ii) A bar-chart (Gantt) type program must be submitted to the Employer's Representative within 14 days prior to the Commencement Date of every Section of Work the Contractor must supply an electronic version in Microsoft Project to the Employer's Representative.
- (iii) The Contractor's programme shall as a minimum include the critical path, delays, allowance for adverse weather conditions, builders' holidays, and public holidays, dates for site accesses and possessions, approvals, permits, instructions, tests, skills transfer and training items, and all information required to carry out the works.
- (iv) A monthly cash flow forecast shall be submitted to the Employer's Representative with each program.
- (v) The program shall be updated monthly.
- (vi) The Contractor's program shall include provision for at least one inception workshop with the Employer in preparation of the Contractor's Documents. The workshop shall serve for the Employer to confirm his requirements and preferences, assess available options, and to establish and agree the project priorities, constraints and design principles. The workshop must be concluded before the Contractor can commence with Design-Build.
- (vii) The Contractor shall allow time in its program and provide for at least the following as soon as possible after the Commencement Date.
- (viii) The Contractor shall arrange visits to the various sites to familiarize itself with the same. This shall include as a minimum one site visit to at least the following: TMC Operations and server room, one each of different bus types, one depot, Civic station and at least two other stations.

- (ix) Before the site visits, the Contractor shall study the as-built documents to be prepared and identify the objectives of each site visit as to what detailed information the Contractor wants to gain.
- (x) The Contractor shall prepare a report noting availability of space and other infrastructure and the conditions therefore, which must be considered during his preliminary and detail designs. The Contractor shall note the properties and general conditions of cabling looms, connectors, terminal blocks and antennas on existing buses and assess whether these can be re-used. This shall include testing if required to determine the integrity of the same.
- (xi) The Contractor shall update the asset register and include all software licenses and all assets in the register.
- (xii) As-built documentation shall comply with the requirements of the FIDIC General and Particular Conditions of Contract Sub-clause 5.5. The Contractor shall prepare and workshop as-built drawings of the AFC equipment installations that will warrant either an update of the existing as-built documentation or new as-built documentation. The as-built documentation shall include the following as a minimum:
 - *Station as-built drawings* - For each station, as-built drawings shall include detailed drawings in plan and Section format with dimensions of Equipment. New stations need to be added to the existing network diagram.
 - *Vehicle as-built drawings* - For each vehicle type, as-built drawings shall include detailed drawings in plan and Section format with dimensions of Equipment.
 - *Back-office drawings* - Floor plan drawings shall at minimum include detailed cable and pathway layouts, exact locations of the network cabinets. The cabinet layouts need to be provided, including a patching schedule indicating primary and redundant links. Network diagrams need to be provided with an indication of which links are considered as "Downtime risk hot-spots" due to the geographical proximity of redundant links.
 - *Station drawings* - As the locations of the AFC equipment at the stations change, updated station as-built drawings will be required to reflect the changes. Station as-built drawings need to be created for every new station.
 - *Vehicle drawings* - As the locations of the AFC equipment on the buses change, updated vehicle as-built drawings will be required to reflect the changes
 - *Asset register and equipment information* - An Equipment list shall be maintained including where the Equipment is located, the relevant IP address of the Equipment, the serial number of the Equipment as well as the make and model. A repository of datasheets shall be provided with datasheets of all the Equipment installed and updated as new models are introduced into the system. A username and password register shall be kept up to date indicating all the usernames and passwords relevant to the system. The actual password and username information shall be encrypted and forwarded to the Employer during the hand-back procedure at the end of the Contract.
 - *Operation and maintenance manuals and SOPs* - Operation and Maintenance manuals shall be provided for all Hardware and software components. The operational manuals shall include a register of all configurable settings. The Standard Operating Procedures relevant to the AFC may require updating to allow for the operational procedures related to new Systems and Equipment. The Employer's disaster recovery plan will need to be updated if any changes to the failover procedures or Equipment are made or if cloud services are recommended.
 - *Software Manuals and Guides* - For each software programme provided under this Contract, the Contractor shall provide a comprehensive user guide or manual to assist the Employer in using the programme. The guide shall include as a minimum the following:

- Start-up/shut down procedures.
- Configuration settings (if applicable).
- Commonly used processes for the AFC application.
- Frequently asked questions.
- Basic Troubleshooting including an error list of all possible errors.

C3.2.16 Change Control

- (i) A formal Change Control methodology subject to the Employer's approval shall be followed.
- (ii) A change control request form shall be submitted, and approval obtained before changes to the AFC system can take place. The purpose of the change control procedure is for the Employer to ensure that all internal stakeholders are adequately informed of the change before the change occurs.
- (iii) The following timelines shall apply to the change control request approvals:
 - Major planned change, service affecting or potentially service affecting:
 - At least two weeks, i.e., 14 days.
 - Example: Maintenance Releases.
 - Intermediate planned change, service affecting or potentially service affecting-
 - At least one week, i.e., 7 days
 - Example: POS upgrade
 - Minor planned change, non-service affecting or minimal localized service affecting-
 - At least 48 hours
 - Example: Cabling clean-up
 - Emergency unplanned change-
 - Approval subject to "no objections" period, e.g., "if we do not hear back with any objection within two hours, we will proceed".
 - Example: Bank Back Office releases

C3.2.17 AFC system's Hardware and Software

- (i) The AFC system's Hardware and software, shall be supplied, configured, operated and maintained in alignment with the detailed design and pricing schedule. It is the Contractor's responsibility to indicate which Hardware components are required and include it in the detailed Pricing Schedule.
- (ii) Certain Hardware installed recently for Phase 1 must be used as it will not have reached the end of life. It shall therefore be the Contractor's responsibility to confirm that the existing hardware installed will be re-used. Phase 1 validators and access gates will be reused. The Pricing Schedule must clearly indicate the quantities to be reused/repurposed and quantities for new Hardware.
- (iii) Note that Hardware for the network is out of scope for this contract, however ensuring PCI compliance is the responsibility of the Contractor
- (iv) The contractor must keep a record of all software licenses and the validity of the licenses.

C3.2.18 Access Gates

- (i) The gate shall support bi-directional operation. The fare-gate shall process users from both directions after validating their entry using the fare media.
- (ii) Each fare gate needs to be equipped with validator(s)/Reader(s), at a minimum the validator specification contained in C4 Existing AFC System for each type of media to be

used. The validators / readers should, at a minimum, be EMV L1 and L2 certified for open loop payment as PAYG.

- (iii) The fare-gate shall process at least 40 users per minute.
- (iv) The gate should be capable of allowing free passage in case of an emergency.
- (v) All mechanical parts of the gate shall have an MTBF of at least 6 Million cycles. The required performance during communication with fare media and the transaction times (including the deduction process and storage of the modified data) should be ensured and proven: Check-in or Check-out: 250 msec.
- (vi) *Design-life Requirements.* The minimum design-life of the AFC System components is as follows-
 - AFC System excluding Fare Media: 10 (ten) years;
 - Fare Media: 4 (four) years for each individual Fare media after its issuance; and
 - Security architecture and implementation: at least 6 (six) years at any time.
- (vii) *Environmental requirements.*
 - Equipment installed in offices shall maintain performance while operating in an environment of 5°C to 45°C, at relative humidity (non-condensing) of less than 95%.
 - Equipment which is to be installed in Stations and Depots shall maintain performance while operating in an environment of -5°C to +55°C, at relative humidity (non-condensing) of less than 95%.

C3.2.19 Bus Equipment

The following shall apply:

- (i) The design, functionality and layout of on-bus equipment shall be optimised for user access.
- (ii) The Contractor in liaison with the vehicle manufacturer shall be responsible for determining the final location of all on-board equipment (considering user ease of access) to be supplied under this contract on each different bus type and configuration. Final equipment locations are subject to approval by the Employer.
- (iii) Installation of AFC on-board systems on new vehicles shall take place on the production line during assembly of the vehicle and will be facilitated by the vehicle manufacture contractors. The AFC Contractor shall liaise with and fully cooperate with the vehicle manufacture contractors to install all equipment seamlessly, efficiently and according to best practice standards and within the programme of the vehicle manufacturers.
- (iv) In the unforeseen event that the installation cannot proceed as stated in the point above, the Contractor shall liaise with MyCiTi Operations and Vehicle Operating Company (VOC) as to the best time and place to do the said installation.
- (v) Installation of AFC on-board systems on existing vehicles shall take place at the depots(s) when the vehicles are not in service and may entail after-hours work. The Contractor shall liaise with and fully cooperate with MyCiTi Operations and VOC's to install all equipment seamlessly, efficiently and according to best practice standards and within the operating programme of the vehicles.
- (vi) The installation of any antenna on a vehicle shall be done only after consultation with the antenna manufacturer considering installation requirements to guarantee optimum performance. As a minimum this shall include consideration for:
 - Ground plane size;

- Ground plane shape;
 - Location of antenna on the ground plane;
 - Ground plane feed point; and
 - Antenna ground planes for all vehicles with fiberglass roofs.
- (vi) The antenna installation shall be watertight and sealed with a washer and with a sealant from Sika or equivalent reputable products.
- (vii) No water shall leak through any mounting point during vehicle washing or driving rainstorms.

C3.2.20 Accounting Policy and Accounting System

- (i) The Contractor shall comply with regulations placed on a Contractor and on Employer in terms of the MFMA. In particular the following sections:
- Sections 97 - Revenue Management;
 - Section 98 - Monthly reconciliation of revenue and accounts; and
 - Providing all relevant reports or information that would be required by the Employer Accounting Officer to allow him to report in terms of Section 104.
- (ii) The Employer recognises revenue in terms of GRAP 9 Revenue from Exchange Transactions when the outcome of a transaction involving the rendering of services can be estimated reliably, revenue associated with the transaction is recognised by reference to the stage of completion of the transaction at the reporting date.
- (iii) Should the Employer decide to provide Users with a discount, the Employer will have to recognise the discount in terms of iGrap6 for Loyalty Programmes and normal Settlement Discount in terms of GRAP 9.
- (iv) The Employer makes use of SAP and an off-the-shelf reporting system. Integration into the accounting system is not currently required by the Employer but the Contractor will have to interface with the reporting system to allow for data combination and integration into SAP.

C3.2.21 Meetings

- (i) *Technical / Design Meetings* - Technical meetings will be held on an *ad hoc* basis on Site and will be called by the Employer's Representative. The Contractor shall be represented by all the relevant mandated representatives as required to make decisions at the meetings.
- (ii) *Monthly Contract Meetings* - Contract meetings will be held monthly. During Contract meetings the Contractor shall present its progress report. The Contractor shall be represented by all the relevant mandated representatives as required to make decisions at the meetings.
- (iii) *Operations Meetings* - During system operations monthly Operations Meetings will be held during which the Contractor shall present its Operations report. The Contractor shall be represented by all the relevant mandated representatives as required to make decisions at the meetings.
- (iv) *Health and Safety Meetings* - Health and Safety Meetings will be held as and when necessary and health and safety will be incorporated into the monthly progress meetings. The Contractor shall be represented by all the relevant mandated representatives as required to make decisions at the meetings.

C3.2.22 Equipment Warranties of Purchase Items

(i) The following shall apply:

- All new equipment supplied under this Contract shall carry of warranty of at least 365 days after taking over by the Employer.
- Considering point a. above the Contractor is advised to negotiate the warranty to come into effect at the appropriate time or to take out an extended warranty on equipment in order that all equipment is covered under warranty for the entire defects' notification period of 365 days.
- Should the equipment need replacement after the warranty period and before the contract completion date, the equipment can be replaced at the material rate, however the Contractor shall submit the maintenance records as supporting documentation when claiming payment for the replacement of equipment. The responsibility for having replacement equipment available is with the Contractor and should be covered under the monthly maintenance rate.
- Any warranties extending beyond the Contract completion date shall be honoured by the Contractor.
- The Contractor shall repair or replace all equipment that Faults within the warranty period free of charge, unless the Fault is caused by conditions outside the Contractor's control, such as vandalism, accidental damage etc.
- The Contractor warrants that it has good title to the system and the right to sell to the Employer free of any proprietary rights of any manufacturer (if the Contractor is not the manufacturer) or other party, and free of any lien or encumbrance.
- The Contractor warrants that it has good title to all system software or that it has the right to license the use of such software, or both, free of any proprietary rights of any other party and free of any other lien or encumbrance.
- The Contractor warrants that all installation work and system Hardware shall perform according to the specifications given in this document for the warranty period.
- All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any such work and system Hardware or software shall be obtained by the Contractor for the benefit of the Employer regardless of whether or not such warranties and guarantees have been assigned or transferred to the Employer by separate agreement. The Contractor shall fully enforce such warranties and guarantees on behalf of the Employer.
- During the Warranty Period, the Contractor using stock from the spare parts inventory will replace defective Hardware. For each defective part, the Contractor shall provide new replacement units to replenish the spare parts inventory. The replacement units shall be fully tested and certified compliant with the original part.
- The cost of all transportation and insurance charges for shipping defective and replacement parts to and from the Contractor shall be borne by the Contractor.

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C3.3 Procurement

CONTENTS

- 3.3.1 PREFERENTIAL PROCUREMENT
- 3.3.2 SUB-CONTRACTING PROCEDURES

C3.3.1 PREFERENTIAL PROCUREMENT

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

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

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

C3.3.2 SUB-CONTRACTING PROCEDURES

3.3.2.1 Monitoring the use of sub-contractors

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

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

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

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

3.3.2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime cost items have been provided in the Pricing Schedule and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in C.3.11 of the Tender Data.

Where the monetary allowance is in excess of R300 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in C.3.11 of the Tender Data. The Contractor must satisfy itself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R300 000 or in excess of R300 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in the conditions of contract. []

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C3.4 Construction

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- 3.4.1 TRADE NAMES OR PROPRIETARY PRODUCTS
- 3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.5 LOCAL PRODUCTION AND CONTENT
- 3.4.6 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.7 UNIVERSAL ACCESS

C3.4.1 Trade Names or Proprietary Products

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

CONTRACTORS 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’

C3.4.2 Applicable Standardised Specifications

Standard specification as listed in the Scope of Works)

C3.4.3 Particular / Project Specific Specifications

Specifications as listed in the Scope of Works)

C3.4.4 Wayleaves, Permissions and Permits

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer’s Agent prior to the award of the contract are transferred into the Contractor’s name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C3.4.5 Local Production and Content

The Contractor will be required to comply with all requirements as stated in this document.

C3.4.6 Employment of Security Personnel

All security staff employed by the contractor 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 Employer's Agent upon request.

C3.4.7 Universal Access

In pursuit of becoming a fully accessible city, the City of Cape Town expects all Consultants and Service Providers to design and construct to SANS Standards for accessible Design, and any relevant City of Cape Town documents as may be relevant, and to exhibit a commitment to employing Universal Design Principles in their design, construction, service and product delivery of construction projects. This applies to all projects whether new, temporary, upgrades or rehabilitation works.

The contractor will engage with project representatives and the CCT's Universal Accessibility Department on how Universal Design Principles will enhance accessibility, within this project, that meets a variety of needs and creates a city that is accessible to everyone.

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C3.5 Management

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C3.5.1.	FORMS FOR CONTRACT ADMINISTRATION
C3.5.2	PARTICIPATION OF TARGETED LABOUR
C3.5.3.	COMMUNITY LIAISON OFFICER
C3.5.4.	PARTICIPATION OF TARGETED ENTERPRISES
C3.5.5.	ENVIRONMENTAL MANAGEMENT PROGRAMME
C3.5.6.	HEALTH AND SAFETY

C3.5.1. Forms for Contract Administration

- (i) The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):
 - Monthly Project Labour Report (Annex 1).
 - B-BBEE Sub-Contract Expenditure Report (Annex 2).
 - Joint Venture Expenditure Report (Annex 3).
 - Targeted Labour Contract Participation Expenditure Report (Annex 4).
 - Targeted Enterprises Contract Participation Expenditure Report (Annex 5).
- (ii) The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.
- (iii) In addition to the Monthly Project Labour Report the Contractor shall simultaneously furnish the Employer's Agent 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 register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the Employer's Agent.
- (iv) The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site be made available to the Employer's Agent upon request.
- (v) The **B-BBEE Sub-Contract Expenditure Report** is required to monitor the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.
- (vi) The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard. |

- (vii) The Targeted Labour Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG_L) and, if applicable, for calculating any penalty in terms thereof.
- (viii) The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG_E) and, if applicable, for calculating any penalty in terms thereof.
- (ix) The Expenditure Reports shall be verified by the Employer's Agent/Employer's Representative.
- (x) In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part C5.2 Returnable Schedules. In the case of joint ventures (Annex 3), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

C3.5.2 Participation of Targeted Labour

(i) *Minimum Targeted Labour Contract Participation Goal*

- In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.
- It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.
- To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.
- **The specified minimum targeted labour contract participation goal (CPG_L) is**

5 %
- The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_L.

(ii) *Definitions*

- For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:
 - **"Target area"** means the geographical area [shown on plan in Part C4: Site Information]
 - **"Targeted labour contract participation goal (CPG_L)"** means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-

contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

- **“Targeted labour”** means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.
- **“Threshold value”** is R350.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.
- **“Value of the contract”** means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

(ii) *The Selection and Recruitment of Targeted Labour*

- 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.

(iii) *Contract participation goal credits*

- Credits towards achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

(iv) *Training of Targeted Labour*

- The Contractor is required to provide all informal (on-the-Job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

(v) *Penalties*

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

(vi) *Community Liaison Officer*

- It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employer's Agent and the local communities.
- The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.
- The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.
- It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.7: Agreement and Contract Data). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Contractor, is currently **R360.00** per day. As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

C3.5.3 Participation of Targeted Enterprises

(i) *Minimum targeted enterprises contract participation goal*

- It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.
- To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.
- **The specified minimum targeted enterprises contract participation goal (CPG_E) is:**

10 %

- The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG_E.

(ii) *Definitions*

- For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:
 - **"Target area"** means the geographical area shown on plan in Part C4: Site Information.
 - **"Targeted enterprises contract participation goal (CPG_E)"** means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

- **“Targeted enterprises”** means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.
- **“Value of the contract”** means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

(iii) *Achieving the Contract Participation Goal*

- The contractor may achieve the specified minimum CPG_E as follows:
 - by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
 - by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
 - by a combination of the above.
- The Contractor shall, within 5 working days of being requested by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_E.

(iv) *Contract Participation Goal Credits*

- Credits towards achieving the minimum CPG_E shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.
- No credits shall be accorded should the Contractor (or sub-contractors):
 - Make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
 - Fail to enter into written contractual agreements with the relevant targeted enterprises.
- Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:
 - Conditions which are more onerous than those that exist in the prime contract (this contract);
 - Payment procedures based on a pay when paid system;
 - Authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.
- No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.
- No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.
- In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_E.
- In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer's Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

(v) *Penalties*

- The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_{\text{E}}^{\text{S}} - \text{CPG}_{\text{E}}^{\text{A}}) \times \text{P}^*$$

Where $\text{CPG}_{\text{E}}^{\text{S}}$ = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

$\text{CPG}_{\text{E}}^{\text{A}}$ = the targeted enterprises contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

C3.5.4 Environmental Management Programme

The Environmental Management Specification and its Annexures are [attached hereto / included in Part C1 and C3.4]

C3.5.5 Health and Safety

The Health and Safety Specification [is included in Part C3.2]

C3.6 Annexes

CONTENTS

Annex 1:	Monthly Project Labour Report
Annex 2:	B-BBEE Sub-Contract Expenditure Report
Annex 3:	Joint Venture Expenditure Report
Annex 4:	Targeted Labour Contract Participation Expenditure Report
Annex 5:	Targeted Enterprises Contract Participation Expenditure Report
Annex 6:	Health and Safety Specification
Annex 7:	Environmental Management Specification

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:	
--------------------------------------	--

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	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			

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor		
Name of Sub-contractor (list all)	B-BBEE Status Level of Sub-contractor¹	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 Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ Documentary evidence to be provided			Total:	R
			Expressed as a percentage of P*	%

Signatures

Declared by Contractor
to be true and correct:

Date:

Verified by Engineer/
Engineer's Agent's
Representative:

Date:

ANNEX 3

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

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

¹Documentary evidence to be provided

Signatures

Declared by Contractor
to be true and correct:

Date:

Verified by Engineer/
Engineer's
Representative:

Date:

ANNEX 4

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the **Preference Schedule**)
(P*)

R

Specified Targeted Labour Contract Participation Goal

%

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R
¹ Documentary evidence to be provided		Total:	R
		Expressed as a percentage of P*	%

Signatures

Declared by Contractor
to be true and correct:

Date

Verified by Engineer/
Engineers's
Representative:

Date

ANNEX 5

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the **Preference Schedule**)
(P*)

R

Specified Targeted Enterprises Contract Participation Goal

%

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month ¹	Total expenditure (excl. VAT) to targeted enterprises
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R
¹ Documentary evidence to be provided		Total:	R
		Expressed as a percentage of P*	%

Signatures

Declared by Contractor
to be true and correct:

Date

PART C4: SITE INFORMATION

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C4.1 Site Information

This section provides an overview and some of the detail of the existing AFC system and does not form part of the Scope of Work. Tenderers will be provided with site information in electronic file format as part of the tender supporting documents released to tenderers

Part C5: Returnable Documents

Pages

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C5.2 Returnable Schedules	195 - 232

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

C5.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

Returnable Schedules that will be incorporated into the Contract

	Pages
1 COMPULSORY ENTERPRISE QUESTIONNAIRE.....	195-196
2 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	197-198
3 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES.....	199
4 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8).....	200-201
5 DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4).....	202-204
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7 AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CCT.....	206
8 DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION.....	207
9 CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION.....	208
10: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY.....	209
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Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) - append to Schedule 3.
- Health and Safety Plan - append to Schedule 18.
- B-BBEE affidavit or certificate – append to Schedule 23
- Quality Assurance Plan – append to Schedule 26
- Technical Data sheets – append to Schedule 26
- Maintenance Manuals – append to Schedule 26
- Testing Schedule – append to Schedule 26

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

NOTE: Certain of the following Returnable Schedules, amended as applicable, will also have to be completed for each Works Project.

C5.2 Returnable Schedules**SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 2a: National Treasury Central Supplier Database registration number :	
Section 2b: SARS Tax Compliance Status PIN :	
Section 3: cidb registration number, if any:	
Section 4: Particulars of sole proprietors and partners in partnerships	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners	
Section 5: Particulars of companies and close corporations	
Company registration number	
Close corporation number	
Tax reference number	
Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No

c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐ Yes	☐ No
d) Does the tenderer have any source of income in the Republic of South Africa?	☐ Yes	☐ No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes	☐ No
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.		

Signed:

Date:

Name:

Position:

Enterprise Name:

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 106S/2025/26 **Design, Build, Operation and Maintenance of the MyCiTi Automated Fare Collection (AFC) system**

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Tenderer)

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 authorized 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 authorized 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 organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, 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 tendering;
7. In particular, without limiting the generality of paragraph 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 tender;

¹Joint 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.

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 invitation to tender 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 No. 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 ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Name

.....
Position

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms authorised signatory of the company,

..... close corporation or partnership

..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract

resulting from it on our behalf.

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, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM**SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**
(MBD 8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management 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 improper 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).

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	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (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). 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.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? 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.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors 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?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		
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 ☐	No ☐
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 ☐	No ☐
2.5.1	If so, furnish particulars:		

I, _____, the undersigned,

(full name in block letters) certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

...

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer/Contractor

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a City employee, or an entity that employs a City employee, if
 - 1.5.1 the City employee left the City's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the City, or
 - 1.5.3 was involved in a dispute against the City during the previous thirty six (36) months.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company or Close Corporation Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
.....
.....
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other supplier 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.

.....
.....

13.4 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 thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in 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

Date

Name (PRINT)
(For and on behalf of the tenderer, duly authorised)

'MSCM 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.

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 6: CONFLICT OF INTEREST

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES	NO
-----	----

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

--

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- 2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or
- 2.2 Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES	NO
-----	----

If yes, the tenderer is required to set out the particulars in the table below:

--

**Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the CCT, please contact the following:
The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)**

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

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

Date

CITY OF CAPE TOWN

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

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)

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 and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

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

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 8: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

Each party to a Consortium/Joint Venture shall append separate certificates in the above regard.

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 9: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN**URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS**

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM**SCHEDULE 10: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY**

The tenderer shall insert in the spaces provided below a list of similar completed contracts and those currently being undertaken where the equipment offered has been supplied. Attach additional pages if more space is required.

MANUFACTURER

EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE PROJECT	OF	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS					
		NOT APPLICABLE			
CURRENT CONTRACTS					

SIGNED ON BEHALF OF TENDERE

CITY OF CAPE TOWN**DIRECTORATE:****CONTRACT NO. 106S/2025/26: TITLE: DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM****SCHEDULE 11: CV AND PROJECT EXPERIENCE OF KEY STAFF**

Tenderers shall use the following template to submit key staff CVs. Key resources shall have a minimum of qualifications, professional registration, and post-registration experience as specified. The CV must clearly state the individual's relevant qualifications and employment history, detailed work history which includes the organization, role, responsibilities and sector should be provided to support the number of years of professional experience.

The tenderer shall provide details of previous relevant experience of key staff required for the functionality evaluation of this tender. Evaluation will be in terms of the minimum score for functionality described in clause C2.1.4.3. Relevant Projects listed shall comply with the requirements defined in Evaluation Criterion set out in C2.1.4.3.

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted. Proof of qualification (for NQF level) must be submitted for each of the staff below. Non South African qualifications should be accompanied by a SAQA Certificate of Evaluation (SCoE) indicating the recognition of the foreign qualification to be similar or better of the minimum stated South African qualification.

Tenderers are referred to C2.1.4.5 (Minimum score for functionality) of the Conditions of Tender for more detail about the Tendering Entity's Key Resources scoring and requirements`.

RESOURCE NAME				
Proposed resource Information				
Proposed Position as per the RFP				
Name of the Firm		Date of Employment		
Name of the staff member		Nationality		
In permanent employ of Tendering Entity:		If not in permanent employ, is a letter of undertaking included?		
Total experience:		Post qualification experience:		
Education				
Date Obtained	Institution	Tertiary Qualifications		National Qualification Level (NQF) (Submit Proof as part of return documents)
Experience				
Employment History Date	Position Held	Company Name	Detail description in line with the criteria	Sector Experience
Key Projects Undertaken 1				
Name of the Assignment / Project				
Period				
Location				
Client				
Sector				
Main Project features				
Positions Held				
Project Value in ZAR				
Reached Financial close				
Date of Financial close				
Activities Performed				

Reference Name: Contact Details:	
KEY PROJECTS UNDERTAKEN 2	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
reached Financial close	
Date of Financial close	
Activities Performed	
Reference: Name: Contact Details	
KEY PROJECTS UNDERTAKEN 3	
Name of the Assignment / Project	
Period	
Location	
Client	
Sector	
Main Project features	
Positions Held	
Project Value in ZAR	
reached Financial close	
Date of Financial close	
Activities Performed	
Reference: Name: Contact Details:	

SIGNED ON BEHALF OF THE TENDERER:

DIRECTORATE:

CONTRACT NO. 106S/2025/26: TITLE: DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 12: RELEVANT EXPERIENCE OF THE TENDERING ENTITY

The tenderer shall insert in the spaces provided below a list of similar completed contracts / projects awarded to it and those currently being undertaken.

The Tenderer's attention is drawn to clause C2.1.4.5 (**Minimum score for functionality**) in the Tender Data for a more detailed explanation of the functionality criteria and how the score will be calculated.

2. RELEVANT EXPERIENCE OF THE TENDERING ENTITY (SCHEDULE 12)							
The tenderer must provide proof of successful implementation of the projects in the form of a taking over certificates or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase. Projects must have been completed within the last 10 (ten) years prior to the tender closing date. Projects older than this will not be scored.							
1.1	Experience of Automatic Fare Collection (AFC) system projects (SCHEDULE 12: SCHEDULE OF WORK EXPERIENCE OF TENDERER) - Eligibility						
a)	ELIGIBILITY (See 2.1.4.3, page 8)						
	To be declared responsive, the tenderer must provide proof of successful implementation and commissioned of one Automatic Fare Collection (AFC) system project, to the value of ≥R 75 million excluding VAT. Project proof must be in the form of a taking over certificates or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase. Projects must have been completed within the last 10 (ten) years prior to the tender closing date. Projects older than this will not be considered.						
1.2	Experience of Automatic Fare Collection (AFC) system projects (SCHEDULE 12: SCHEDULE OF WORK EXPERIENCE OF TENDERER) - Functionality		Possible Maximum Score = 40				
b)	FUNCTIONALITY SCORE PROJECTS (See 2.1.4.4, page 9)						
	Tenderers may provide proof of having successfully implemented and commissioned Automatic Fare Collection (AFC) system projects additional to the one AFC system project required for eligibility indicated in 2.1.4.3 above. The value of these additional projects must have been equal or more than R75 million excluding VAT per project implementation and commissioning must have been completed.						
	The tenderer must provide proof of successful implementation of the project in the form of a taking over certificate or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase, clearly indicating the value of the project.						
	<table border="1"> <tr> <th colspan="2">Experience of Automatic Fare Collection (AFC) system projects (SCHEDULE 12: SCHEDULE OF WORK EXPERIENCE OF TENDERER)</th> <th>Functional Sub Item Score Allocation</th> </tr> <tr> <td>i</td> <td>Evidence of a second project, additional and above the eligibility requirement specified in paragraph 2.1.4.3, page 8, where the Tenderer has successfully implemented and commissioned another Automatic Fare Collection (AFC) system project, to the value of ≥R 75 million excluding VAT.</td> <td>20</td> </tr> </table>			Experience of Automatic Fare Collection (AFC) system projects (SCHEDULE 12: SCHEDULE OF WORK EXPERIENCE OF TENDERER)		Functional Sub Item Score Allocation	i
Experience of Automatic Fare Collection (AFC) system projects (SCHEDULE 12: SCHEDULE OF WORK EXPERIENCE OF TENDERER)		Functional Sub Item Score Allocation					
i	Evidence of a second project, additional and above the eligibility requirement specified in paragraph 2.1.4.3, page 8, where the Tenderer has successfully implemented and commissioned another Automatic Fare Collection (AFC) system project, to the value of ≥R 75 million excluding VAT.	20					

	ii	Evidence of a third project, additional and above the eligibility requirement specified in paragraph 2.1.4.3, page 8, and the project mentioned in 1.1(ii) above, where the Tenderer has successfully implemented and commissioned another Automatic Fare Collection (AFC) system projects, valued at ≥ than R 75 million excluding VAT.	40	
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Item	EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS / PROJECTS					
The tenderer must provide proof of successful implementation of the project in the form of a taking over certificate or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase. Projects must have been completed within the last 10 (ten) years prior to the tender closing date. Projects older than this will not be scored.					
1.1	ELIGIBILITY SCORE (See 2.1.4.3, page 8) To be declared responsive, the tenderer must provide proof of successful implementation and commissioned of one Automatic Fare Collection (AFC) system project, to the value of ≥R 75 million excluding VAT. Project proof must be in the form of a taking over certificates or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase. Projects must have been completed within the last 10 (ten) years prior to the tender closing date. Projects older than this will not be considered.				
i					
1.2	FUNCTIONALITY SCORE (See 2.1.4.4, page 9) Tenderers may provide proof of having successfully implemented and commissioned Automatic Fare Collection (AFC) system projects additional to the one AFC system project required for eligibility indicated in 2.1.4.3 above. The value of these additional projects must have been equal or more than R75 million excluding VAT per project implementation and commissioning must have been completed. The tenderer must provide proof of successful implementation of the project in the form of a taking over certificate or a letter from the client indicating that the project was successfully implemented, even if the project is in the maintenance phase, clearly indicating the value of the project.				
i					

ii					
----	--	--	--	--	--

In case the work experience claimed above was executed as part of a Joint Venture, consortium or partnership, the tenderer must complete the form below and indicate what portion of the work was completed by the tendering entity or member and multiply this with the total project value. For example, if a tenderer or member implemented 50% of a project to the value of R 18 million, then the “member value” value would effectively amount to 50% * R 18 million = R 9 million.

RELEVANT EXPERIENCE IF EXECUTED IN JOINT VENTURE, CONSORTIUM OR PARTNERSHIP ("MEMBER VALUE" CARRIED OVER TO "VALUE OF WORK" IN FORM ABOVE)					
Item	1. JOINT VENTURE, CONSORTIUM OR PARTNERSHIP (NAME)	2. TENDERER OR MEMBER (NAME)	3. PERCENTAGE (%) WORK EXECUTED BY MEMBER	4. TOTAL VALUE OF PROJECT R(m)	5. MEMBER VALUE (3. × 4.) R(m)
1 ELIGIBILITY SCORE (See 2.1.4.3, page 8)					
1.1					
2. FUNCTIONALITY SCORE (See 2.1.4.4, page 9)					
2.1					
2.2					
2.3					

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

SIGNED ON BEHALF OF TENDERER:

]

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 13: BANDWIDTH REQUIREMENTS

Tenderers are required to provide a narrative as part of this returnable document, demonstrating the minimum bandwidth required, to ensure optimal AFC system functionality as per the required specifications indicated in the Scope of Work. It is the tenderer's responsibility to indicate the bandwidth required and any special network requirements.

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 14: PRELIMINARY PROGRAMME (FOR TENDER EVALUATION PURPOSES ONLY)

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 1062025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 15: PROPOSED WORK AND MIGRATION PLAN

- a) The tenderer shall append their proposed work and migration plan to this Schedule a proposed work and migration plan complying with the requirements contained in this **Schedule 15** in order to be declared responsive:
- i) It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The tenderer should also provide a system migration plan from the current AFC system to the new AFC system. The work and migration plans must show that the tenderer has appreciated the Scope of Work and has good insight as to what actions or activities are required in order to comply with the Employer's objectives.
- ii) Tenderers must provide attachments and a narrative response (where requested) to this Schedule, following the format of the Table below and the numbering, clearly referencing **Schedule 15** as the question source, to indicate their understanding of the tender scope.

Table 22: Proposed Work and Migration Plan

4. MIGRATION PLAN (SCHEDULE 15: PROPOSED WORK AND MIGRATION PLAN)	
To be declared responsive, the tenderer must provide the information requested below:	
a)	Proposed Work Plan (Schedule 15)
Is a proposed Work / Project Plan included, which indicates the minimum tasks indicated in the Employer's Specifications, such as but not limited to:	
i	Operational milestones aligned with the FIDIC Gold Book contract structure and Employer Specifications
ii	Operation of the legacy system whilst migration is not completed.
iii	Software development, if any, system configuration and data migration
iv	Maintenance plan;
v	Provision of training information and documentation.
b)	Proposed AFC Migration Plan (Schedule 15)
Provide an AFC migration plan for migrating from the legacy AFC system to the new AFC system clearly indicating the following as a minimum	
i	Clear description of project scope and goals aligned with functional specification and timelines provided for various phases indicated in Employer's specifications.
ii	High level data mapping methodology to be utilised in the execution of the Services.
iii	High level testing strategy required to comply with Employer's Requirements.
iv	High level backup and roll back plan to ensure system operational retention and security.

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN**URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS**

CONTRACT NO. 1062025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM**SCHEDULE 16: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary programme and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

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URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 17: SCHEDULE OF SUB-CONTRACTORS

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

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

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

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SCHEDULE 18: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 19: DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause C.2.24 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or qualifications are made, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	DEVIATION OR QUALIFICATION

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

SIGNED ON BEHALF OF TENDERER:

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

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DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 20: FUNCTIONALITY CRITERIA

The Tenderer shall provide information for the functionality criteria listed in this Returnable Schedule.

The Tenderer's attention is drawn to clause C.2.1.4.3 in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

PLEASE SEE SCHEDULES 11,12, 14, 15 and 25

The minimum score for functionality is 70% of the maximum points. Tenderers that fail to achieve the minimum score for functionality will be rejected.

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

SIGNED ON BEHALF OF TENDERER:

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 22: 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
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
Attach additional pages if more space is required.		

SIGNED ON BEHALF OF TENDERER:

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 23: PREFERENCE SCHEDULE

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

Definitions

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in Table 23 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Table 23: Specific Goals for the Tender

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....]

CITY OF CAPE TOWN

URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

CONTRACT NO. 106S/2025/26

DESIGN, BUILD, OPERATION AND MAINTENANCE OF THE MYCITI AUTOMATED FARE COLLECTION (AFC) SYSTEM

SCHEDULE 24: APPEAL APPLICATION (ANNEXURE B)

OFFICIAL RECEIPT (Valid only if printed by official cash receipting machine)	IRISITI ESESIKWENI (Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)	annexure 'B' AMPTELIKE KWITANSIE (Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)													
GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY)															
		RECEIPT NO: _____													
		DATE: _____													
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						R	3	0	0	-	0	0			
SERVICE DEPARTMENT DETAILS- DEPARTMENT: <u>LEGAL SERVICES: APPEALS UNIT</u> CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE PHONE NO: 021 400 2503 / 021 400 3788															
OFFICIAL RECEIPT (Valid only if printed by official cash receipting machine)	IRISITI ESESIKWENI (Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)	AMPTELIKE KWITANSIE (Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)													
GL DATA CAPTURE RECEIPT (CASHIERTO RETAIN A COPY)															
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		DATE: _____													
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						R	3	0	0	-	0	0			
SERVICE DEPARTMENT DETAILS- DEPARTMENT: <u>LEGAL SERVICES: APPEALS UNIT</u> CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE PHONE NO: 021 400 2503 / 021 400 3788															
CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM 12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000 www.capetown.gov.za															

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URBAN MOBILITY: PUBLIC TRANSPORT SYSTEMS

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SCHEDULE 25: TECHNICAL RESPONSES TO TENDER SCOPE

The following information shall be provided with the Tender:

- a) In order to be declared responsive, the tenderer must provide the information requested in this **Schedule 25**.
- b) Tenderers shall provide corroboratory evidence to substantiate the answers provided. Affirmative answers shall attract the score listed below. Answers other than “Yes” will attain a score of 0.

Table 24: Tendering Entity Proposed Technical and System Information

4. TECHNICAL AND SYSTEM INFORMATION (SCHEDULE 25: TECHNICAL RESPONSES TO TENDER SCOPE). Tenderers shall provide corroboratory evidence to substantiate the answers provided.	
4.1	AFC System back-office services and functionality
i	The tenderer must provide: ➤ A high-level narrative and technical drawings of the AFC System functionality and how it will operate; and ➤ A high-level narrative explaining and providing examples of the tenderer's open system architecture.
ii	Provide a narrative indicating the reason for selecting Cloud based or on premise for the system hosting.
iii	Provide a narrative of the Operating System and Database used for the back office / cloud system and indicate what software licenses are required.
iv	Provide additional information of the Reporting proposed, call centre IVR, web site and mobile application that integrates with the back office
v	Provide a narrative on how you plan to integrate with third party Apps and acquiring services, including detail about the API.
4.2	Peripheral Equipment. The Tenderer must provide a narrative dealing with the following bus equipment technical and system information.
i	Indicating peripheral equipment's acceptance of agnostic fare media.
ii	Indicating peripheral equipment's acceptance of flexible fare types such as monthly, weekly and/or distance or zonal based fares.
iii	Indicating peripheral equipment's ability to interface with third party applications.
iv	Indicating equipment's ability to interface with existing peripheral equipment and the Tenderer's ability to reuse/repurpose existing peripheral equipment.

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

SIGNED ON BEHALF OF TENDERER: