


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 1 of 66

TENDER NO:	226S/2020/21
TENDER DESCRIPTION:	The Provision of Facility and Cash Management Services in respect of selected public transport facilities including MyCiTi and Public Transport Interchanges on behalf of the Directorate: Transport City of Cape Town
CONTRACT PERIOD:	From 1 July 2021 for a period not exceeding 3 financial years

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 18 January 2021

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: 138

TENDER FEE: **R200** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

TABLE OF CONTENTS

VOLUME 1: THE TENDER	5
(1) GENERAL TENDER INFORMATION	5
(2) CONDITIONS OF TENDER	6
VOLUME 2: RETURNABLE DOCUMENTS	26
(3) DETAILS OF TENDERER	26
(4) FORM OF OFFER AND ACCEPTANCE	28
(5) PRICE SCHEDULE	31
(6) SUPPORTING SCHEDULES	37
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	37
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	38
SCHEDULE 3: PREFERENCE SCHEDULE	40
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	45
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	48
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	49
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	51
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	52
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	53
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE C	54
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES	55
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS	56
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	57
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	58
SCHEDULE 15: INFORMATION TO BE PROVIDED WITH THE TENDER.....	59
SCHEDULE 15.1: MANAGEMENT EXPERIENCE OF MAIN TENDERING ENTITY – FACILITY MANAGEMENT INDUSTRY EXPERIENCE.....	60
SCHEDULE 15.2A: KEY PERSONNEL EXPERIENCE - CONTRACT MANAGER	62
SCHEDULE 15.2B: KEY PERSONNEL EXPERIENCE - MANAGER: MAINTENANCE SERVICES.....	64
SCHEDULE 15.2C: KEY PERSONNEL EXPERIENCE - MANAGER: SECURITY & CCTV SURVEILLANCE SERVICES	66
SCHEDULE 15.2D: KEY PERSONNEL EXPERIENCE - CLEANING SERVICES	68
SCHEDULE 15.2E: KEY PERSONNEL EXPERIENCE - MANAGER: CASH RECEIPTING	70
SCHEDULE 15.2F: KEY PERSONNEL EXPERIENCE - MANAGER: RECONCILIATION	72
VOLUME 3: DRAFT CONTRACT	75
(7) SPECIAL CONDITIONS OF CONTRACT	75
(8) GENERAL CONDITIONS OF CONTRACT	85
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	95
(10) FORM OF ADVANCE PAYMENT GUARANTEE	96
(10.1) ADVANCE PAYMENT SCHEDULE	98
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	99
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	100
(13) SPECIFICATION(S)	101
13.1. INTRODUCTION	101
CASH MANAGEMENT: KEY PERSONNEL CASH MANAGEMENT	102
CASH MANAGEMENT: BANKING CHARGES REIMBURSEMENTS	102
13.2. DEFINITIONS AND INTERPRETATION	103
13.2.1. INTERPRETATIONS:.....	106
13.3. LOCATION OF MYCITI STATIONS AND PTI FACILITIES	108
13.3.1. ORGANISATIONAL DEVELOPMENT AND TRANSFORMATION PLAN (ODTP) AREAS.....	108
13.3.2. FACILITIES ACCORDING TO AREA.....	108
13.4. GENERAL SPECIFICATIONS:	113

13.4.1.	EXTENT OF SERVICES:	113
13.4.2.	HANDOVER OF FACILITIES BETWEEN OUTGOING CONTRACTOR AND NEW CONTRACTOR.....	113
13.4.3.	PHASED TRANSFER AND ASSETS TO BE MANAGED BY THE FM CONTRACTOR	114
13.4.4.	APPOINTMENT OF PERSONNEL	114
13.4.5.	ISO 9001 ACCREDITATION.....	115
13.4.6.	SERVICE NOTICES AND PROTOCOLS	115
13.4.7.	PAYMENT.....	116
13.4.8.	ACCESS TO INFORMATION.....	117
13.4.9.	SUBCONTRACTING.....	118
13.4.10.	CO-OPERATION AMONGST DIRECTORATE: TRANSPORT CONTRACTORS	118
13.4.11.	GENERAL OPERATIONAL CONSIDERATIONS.....	119
13.4.12.	SECURITY.....	131
13.4.13.	CLEANING SERVICES	135
13.4.14.	MAINTENANCE AND REPAIRS	138
13.4.15.	LANDSCAPING SERVICES	143
13.4.16.	RENTAL OF CHEMICAL TOILETS AND GUARD HUTS.....	143
13.4.17.	COVID-19 PROTOCOLS	145
13.5.	SPECIFICATIONS SPECIFIC TO MYCITI STATIONS:	145
13.5.1.	PERSONNEL	145
13.5.2.	EQUIPMENT.....	146
13.5.3.	RULES OF CONDUCT	147
13.5.4.	SCHEDULED EVENTS	147
13.5.5.	TRANSPORT AND USE OF VEHICLES ON ROUTES	148
13.5.6.	LOST PROPERTY.....	148
13.5.7.	PASSENGER ASSISTANCE: AMBASSADORIAL SERVICES.....	149
13.5.8.	CALL CENTRE & COMMUNICATIONS	149
13.5.9.	ACCESS CONTROL, VALIDATION, GATE SURVEILLANCE AND FARE EVASION	151
13.5.10.	MALFUNCTIONING OF DOORS AND EMERGENCY PROCEDURES.....	152
13.6.	SPECIFICATIONS SPECIFIC TO PTI'S	152
13.6.1.	VARIATION OF SERVICES.....	152
13.6.2.	SECURITY	152
13.6.3.	CLEANING INCLUDING WASTE MANAGEMENT, HYGIENE SERVICES AND PEST CONTROL.....	152
13.6.4.	AMBASSADORIAL SERVICES (WHERE A HIGHER LEVEL OF INTERACTION WITH PASSENGERS ARE REQUIRED)	152
13.6.5.	REFURBISHMENT OF PTI'S.....	152
13.7.	SPECIFICATIONS SPECIFIC TO CASH MANAGEMENT.....	153
13.7.1.	CASH MANAGEMENT SERVICES	153
13.7.2.	DEFINITIONS AND INTERPRETATIONS	153
13.7.3.	CASH MANAGEMENT SERVICES	155
13.7.4.	LATE/NON EFT/DEPOSITING.....	165
13.7.5.	GENERAL REQUIREMENTS/SPECIFICATIONS:.....	165
13.8.	TRADE NAMES OR PROPRIETARY PRODUCTS	173
13.9.	EMPLOYMENT OF SECURITY PERSONNEL	174
13.10.	FORMS FOR CONTRACT ADMINISTRATION.....	174
13.11.	ANNEXURES TO THE PROJECT SPECIFICATIONS	175
	CASH MANAGEMENT: KEY PERSONNEL CASH MANAGEMENT.....	175
	CASH MANAGEMENT: BANKING CHARGES REIMBURSEMENTS	175
	SPECIFICATION ANNEXURE A – TYPICAL PERSONNEL: MYCITI STATIONS	176
	SPECIFICATION ANNEXURE B – TYPICAL PERSONNEL: PTI'S – SECURITY AND CLEANING.....	182
	SPECIFICATION ANNEXURE C – UNIFORMS.....	188
	SPECIFICATION ANNEXURE D1 - CLEANING SPECIFICATIONS - MYCITI	191
	SPECIFICATION ANNEXURE D2 – CLEANING SPECIFICATIONS – PTI'S	199
	SPECIFICATION ANNEXURE E - LANDSCAPING SPECIFICATIONS	206

SPECIFICATION ANNEXURE F – PENALTIES & PERFORMANCE ADJUSTMENTS	219
SPECIFICATION ANNEXURE G - EQUIPMENT NOT INSTALLED OR MAINTAINED BUT USED BY THE FM CONTRACTOR	229
SPECIFICATION ANNEXURE H – VEHICLE PERMIT APPLICATION	230
SPECIFICATION ANNEXURE I - SAMPLE CO-OPERATION AGREEMENT	235
SPECIFICATION ANNEXURE J – PRESENT MYCITI OPERATING HOURS	237
SPECIFICATION ANNEXURE K – FACILITIES WITH INTRUDER DETECTION SYSTEMS INSTALLED.....	240
SPECIFICATION ANNEXURE L – FACILITIES WITH CLOSED CIRCUIT TELEVISION SYSTEMS INSTALLED (CCTV)	241
SPECIFICATION ANNEXURE M – MONTHLY PASSENGER MOVEMENT DATA	242
SPECIFICATION ANNEXURE N – TYPICAL PASSENGER MOVEMENT PROFILES.....	243
SPECIFICATION ANNEXURE O1: CASH MANAGEMENT – OPERATING HOURS OF KIOSKS	247
SPECIFICATION ANNEXURE O2: CASH MANAGEMENT – PROTOCOL FOR THE MANAGEMENT OF SINGLE TRIP TICKET DISPENSERS (STTDS)	251
SPECIFICATION ANNEXURE O3: CASH MANAGEMENT – MONTHLY PASSENGER MOVEMENT (DATA)	254
SPECIFICATION ANNEXURE P1: INFORMATION TO BE PROVIDED WITH THE STATEMENT OF METHODOLOGY	258
SPECIFICATION ANNEXURE P1.1: RELEVANT PAST / CURRENT EXPERIENCE IN EACH FUNCTIONAL AREA	259
SPECIFICATION ANNEXURE P1.2: TENDERER’ TECHNICAL EXPERIENCE - SELF PERFORMED SERVICES	261
SPECIFICATION ANNEXURE P1.3: TENDERER’ TECHNICAL EXPERIENCE - SUB-CONTRACTED SERVICES	263
SPECIFICATION ANNEXURE P1.4: PROPOSED SCHEDULE OF SUB-CONTRACTORS	265
SPECIFICATION ANNEXURE P1.5: PROFESSIONAL SERVICES PERSONNEL	266
SPECIFICATION ANNEXURE P1.6: CASH MANAGEMENT: RECORD OF EXPERIENCE IN RECEIVING, RECEIPTING, BALANCING, SAFEKEEPING, DEPOSITING AND RECONCILIATION OF CASH.....	267
SPECIFICATION ANNEXURE P1.7: CASH MANAGEMENT: KEY PERSONNEL CASH MANAGEMENT	268
SPECIFICATION ANNEXURE P1.8: CASH MANAGEMENT: BANKING CHARGES REIMBURSEMENTS	269
SPECIFICATION ANNEXURE P1.9: STATEMENT OF METHODOLOGY.....	270
(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....	272
(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	274
(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA).....	275

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

TENDER ADVERTISED	:	18 January 2021
SITE VISIT/CLARIFICATION MEETING	:	N/A
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	N/A.
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 226S/2020/21: The Provision of Facility and Cash Management Services in respect of selected public transport facilities including MyCiTi and Public Transport Intechanges on behalf of the Directorate: Transport City of Cape Town the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

[Name: Mr Rupert Groenewald

Email: Rupert.Groenewald@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

2.1.3 Communication during tender process

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

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

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

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested;
or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or
- (e) the parties are unable to negotiate market related pricing.

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

2.1.5 Procurement procedures

2.1.5.1 General

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

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

The contract period shall be for a period **not exceeding three financial years** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Minimum score for functionality

Not applicable

2.2.1.1.5 Local production and content

Not Applicable

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.7 Provision of samples

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

2.2.1.1.8 Key Personnel

Key Personnel:

- Contract Manager
- Manager: Maintenance Services
- Manager: Security & CCTV Surveillance Services
- Manager: Cleaning Services
- Manager: Cash Receipting
- Manager: Reconciliation

Manager refers to an employee who is charged by an employer with the overall supervision over, responsibility for and direction of the activities of an establishment or part of an establishment and the employees engaged therein, but does not include any employee in the same establishment who relieves or acts for a manager during the manager's absence.

Should it become necessary to replace any of the key personnel listed above during the course of this contract, they may only be replaced by registered individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer. Tenderer is not allowed to replace any key personnel during the tendering stage.

Assessment of CVs to confirm relevant experience

Submit relevant experience in Schedule 15.2 (A-F)

If no information is provided in the returnable schedules for the relevant key personnel, the key personnel may be assessed as below the minimum requirement (and submission declared non-responsive), unless there is adequate evidence of the relevant experience or qualification.

To confirm that the proposed person per key position confirms to the required minimum experience the following items will be assessed per person:

1. Years Relevant Experience:
Experience needs to be related to the function called for and shall be evaluated as part of the "Years/Nature of Experience" below.
2. Appropriate Qualifications:
Adequately qualified to perform function (Refer to table below).

Title	Qualification	Years/Nature of Experience
Contract Manager	<ul style="list-style-type: none"> • NQF7 qualification in building management or contracts management. 	Manager with a minimum of 5 years' verifiable experience in managing contracts within the built environment with specific emphasis on facility management.
Manager: Maintenance Services	<ul style="list-style-type: none"> • NQF6 Qualification in technical field, for example an engineering discipline etc. 	Manager with a minimum of 5 years' verifiable experience as a manager in managing maintenance services in properties.
Manager: Security & CCTV Surveillance Services	<ul style="list-style-type: none"> • PSIRA registered with a Grade A security qualification. 	Manager with a minimum of 5 years' verifiable experience in managing security services.
Manager: Cleaning Services	<ul style="list-style-type: none"> • NQF3 Intermediate Certificate. 	Manager with a minimum of 5 years' verifiable experience in managing cleaning services

Title	Qualification	Years/Nature of Experience
Manager: Cash receipting	<ul style="list-style-type: none"> NQF6, tertiary finance/commerce qualification. 	Manager with a minimum of 5 years managerial experience that oversees the execution of the following functions pertaining to receiving, receipting, balancing, safekeeping and banking of cash.
Manager: Reconciliation	<ul style="list-style-type: none"> NQF6, tertiary finance/commerce qualification. 	Manager with a minimum of 5 years managerial experience that oversees the execution of the following functions pertaining to the reconciliation of receipted cash and stock inventory.

2.2.1.1.9 Track record experience of main tendering entity

Submit relevant information in Schedule 15.1, Management experience of main tendering entity.

Tenderers must provide proof that the main tendering entity has experience and expertise in managing all the different components of this contract in an integrated, turnkey manner. The minimum requirement is indicated in the table below.

Key Experience Area	Description
Facility Management (FM) Industry Experience	<p>Years' experience providing a wide range of Facility Management services in managing all the different components of this contract in an integrated, turnkey manner.</p> <p>Where: Integrated and turnkey refers to experience in bringing together various services i.e. maintenance management, cleaning, security etc. to deliver a comprehensive and ready to implement and operate facility management service.</p> <p>Required minimum years: 5 years</p>

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

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

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

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

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

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

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

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

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the CCT’s address and identification details stated in the General Tender Information, as well as the tenderer’s name and contact address.

2.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT’s address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY” in addition to the aforementioned tender submission details.

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

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

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

2.2.19.2 Evidence of tax compliance

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

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

2.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 3)**:

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

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

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

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

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

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

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

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

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

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

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

$$N_T = P_S + N_P$$

Where: P_S is the number of points scored for price;
 N_P is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 25 of 66

<p>TENDER NO: 226S/2020/21</p> <p>TENDER DESCRIPTION: The Provision of Facility and Cash Management Services in respect of selected public transport facilities including MyCiTi and Public Transport Interchanges on behalf of the Directorate: Transport City of Cape Town</p> <p>CONTRACT PERIOD: CONTRACT PERIOD: From 1 July 2021 for a period not exceeding 3 financial years</p>
--

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

- Individual / Sole Proprietor
 Close Corporation
 Company
 Partnership or Joint Venture or Consortium
 Trust
 Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 226S/2020/21: THE PROVISION OF FACILITY AND CASH MANAGEMENT SERVICES IN RESPECT OF SELECTED PUBLIC TRANSPORT FACILITIES INCLUDING MYCITI AND PUBLIC TRANSPORT INTERCHANGES ON BEHALF OF THE DIRECTORATE: TRANSPORT CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 226S/2020/21: THE PROVISION OF FACILITY AND CASH MANAGEMENT SERVICES IN RESPECT OF SELECTED PUBLIC TRANSPORT FACILITIES INCLUDING MYCITI AND PUBLIC TRANSPORT INTERCHANGES ON BEHALF OF THE DIRECTORATE: TRANSPORT CITY OF CAPE TOWN

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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.....
.....

4 Subject

Details

.....
.....
.....

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

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

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. Wages, Provision of other HR related costs such as leave/UIF etc., Uniforms and Equipment, Relief Staff, Training, Staff Transport, Travelling time, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges (in the event that the tender is successful) excluding those monthly overhead costs and management fee percentages which are reimbursed through separate line items (Refer to clause 5.8 and 5.9 below). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in Clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

INITIALS OF CITY OFFICIALS		
1	2	3

5.8 Overheads:

A) All overhead costs that will not be directly impacted by the addition or removal of Facilities and/or Services must be priced separately. These are costs that are typically incurred in execution of the Contract that will not change. Such overhead costs include but are not limited to:

- the cost of senior members of staff (Including all key personnel);
- human resource functions;
- financial management;
- office rental; vehicles (Excluding self transport);
- equipment;
- telephone costs;
- FM Contractor Call Facility ,
- maintenance management software licences and hardware/software customisation; and
- other similar disbursements.

B) Overhead costs that are directly impacted by the addition or removal of facilities and/or services are to be included in the tendered hourly, monthly or percentage rate.

5.9 Management Fee Percentage: The Price Schedule makes provision for tenderers to tender a Management Fee Percentage as a separate line item. The management fee percentage shall include the percentage mark-up the FM Contractor adds to the services rendered and approved during the invoice period to cover the tenderer's mark-up and profit.

INITIALS OF CITY OFFICIALS		
1	2	3

5.1 - Price Schedule

5.1 - Price Schedule				
1	Facility Staff	Clause Ref.	Rate per Hour Excluding VAT	
1.1	Facility Coordinator	13.4.11		
1.2	Ambassador	13.5.7 13.6.4		
1.3	Day security officer (grade A)	13.4.12		
1.4	Day security officer (grade B)			
1.5	Day security officer (grade C)			
1.6	Day security officer (grade D)			
1.7	Night security officer (grade A)			
1.8	Night security officer (grade B)			
1.9	Night security officer (grade C)			
1.10	Night security officer (grade D)			
1.11	FM - TMC Surveillance Officer		13.4.12	
1.12	FM - TMC Surveillance Supervisor			
1.13	Day cleaner	13.4.13		
1.14	Night cleaner			
2	Maintenance Services	Clause Ref.	Rate per Hour Excluding VAT	
2.1	First Response Team	13.4.14; 13.7		
2.2	Electrician Team			
2.3	Electrician in Training Team			
2.4	Plumbing Team			
2.5	Air Conditioning Service Team			
2.6	Fire Detection Service Team			
2.7	Fire Equipment Service Team			
2.8	Roller Shutter Door Service Team			
2.9	Carpentry Team			
2.10	Tiler Team			
2.11	Handyman Team			
2.12	Electronic Equipment Service Team			
2.13	UPS Service Team			
2.14	Automatic Sliding Door Service Team			
3	Landscaping services	Clause Ref.	Rate per Hour Excluding VAT	
3.1	Landscaping foreman	13.4.15		
3.2	Landscaping labourer			

INITIALS OF CITY OFFICIALS		
1	2	3

5.1 - Price Schedule- Continued

4	Event Personnel	Clause Ref.	Rate per Hour Excluding VAT
4.1	Events Manager	13.5.4	
4.2	Event Planner		
4.3	Event Station Manager		
4.4	Crowd controller		
4.5	Vehicle Controller		
4.6	Loader		
4.7	Passenger Counter		
4.8	Lollipop Controller		
4.9	General Labour/Messenger		
5	Project Personnel		Clause Ref.
5.1	Senior Quantity Surveyor	14.4.14.7	
5.2	Quantity Surveyor		
5.3	Junior Quantity Surveyor		
5.4	Senior Project Manager		
5.5	Project Manager		
5.6	Junior Project Manager		
5.7	Health and Safety Manager		
5.8	Senior Engineer		
5.9	Engineer		
5.10	Junior Engineer		
6	Monthly Contract Rates	Clause Ref.	Rate per Site per Month Excluding VAT
6.1	Armed Response	13.4.12	
6.2	Civic Station elevators (Civic = 1 Site)	13.4.14	
6.3	Airport Station access barriers		
6.4	Removal of waste (excluding landscaping)	13.4.13	
6.5	Station doorway to bus communication system (per station doorway)	13.4.14	
6.6	Bus doorway to station communication system (per bus doorway)		

INITIALS OF CITY OFFICIALS		
1	2	3

5.1 - Price Schedule- Continued

7	Equipment Rental	Clause Ref.	Rate per Unit Excluding VAT
7.1	Toilet Type 1 – Daily Rental	13.4.16	
7.2	Toilet Type 2 – Daily Rental		
7.3	Guard Hut Type 1 – Daily Rental		
7.4	Guard Hut Type 2 – Daily Rental		
7.5	Toilet Type 1 – Monthly Rental		
7.6	Toilet Type 2 – Monthly Rental		
7.7	Guard Hut Type 1 – Monthly Rental		
7.8	Guard Hut Type 2 – Monthly Rental		
8	Other Costs	Clause Ref.	Sum
	Other services incurred on behalf of the CCT not defined at the time of tender	13.4.13 13.4.15 13.4.14	
8.1	Provisional Sum	13.6.5	R 85 000 000
9	Cash Management Services	Clause Ref.	
	<u>CASHIERS AT KIOSK</u> Operational Hours - All prices offered for 9.1 and 9.2 will be an hourly rate. Cognizance must be taken of the Grading, number of COMs and the Operating hours/days of the various stations and sites as illustrated in Annexure O1 of the cash management tender specifications		Rate per hour Excluding VAT
9.1	Cashier: Normal hours (Mondays to Sunday, inclusive of Public holidays)	13.7.3, 13.7.4, 13.7.5	
9.2	Cashier : Non-normal hours	13.7.5.18	
	<u>CASH IN TRANSIT (CIT):</u> This rate is payable for each collection event. A collection event includes a single collection at a facility irrespective of the number of kiosks or collection points at the facility. The collection frequency per facility to be agreed by CCT.		Rate per collection event Excluding VAT
9.3	CIT Collection	13.7.5.3	
	<u>SERVICING OF AVM - PRICING OF CVM AND STTD :</u> All prices offered in this section is based on a percentage rate. This rate is payable on the monthly banking total of CASH collected from the Automatic Vending Machines (AVMs)		% Excluding VAT
9.4	Card Vending Machine (CVM)	13.7.3.6	
9.5	Single Trip Ticket Dispenser (STTD)	13.7.3.6	

INITIALS OF CITY OFFICIALS		
1	2	3

5.1 - Price Schedule- Continued

	<p><u>BANKING CHARGES RE-IMBURSEMENTS</u></p> <p>The City shall reimburse the Service Provider's bank costs incurred at a percentage of the transaction value. Tenders to include a letter from their bank indicating the percentage bank cost the tenderer incurs for the respective modes of payment. Normal bank costs are excluded e.g. on cash payments, as stated in clause 13.7.3.3.3: (i)</p> <p>The percentage for the respective modes of payment per transaction value shall be fixed for full duration of the contract period.</p>	13.7.3.3	% of payment transaction value per transaction Excluding VAT
9.6	Debit card transaction	13.7.3.3	
9.7	Credit card transaction	13.7.3.3	
	<p>SUPPLY AND MAINTENANCE OF CARD TERMINALS</p> <p>The tenderer must supply and maintain Card Terminals to the City to facilitate card mode of payments at the MyCiTi Kiosks.</p> <p>The payable amount will be as per the number of Card Terminals deployed and operational as at the last day of the month.</p>		Monthly rate per card terminal Excluding VAT
9.8	Supply and maintenance of Card Terminal	13.7.3.4	
10	Monthly Overhead Costs	Clause Ref	Cost per month Excluding VAT
10.1	Monthly overhead cost	13.4.6 13.4.11	
11	Management Fee Percentage	Clause Ref	% invoice
11.1	Management Fee Percentage	13.4.11	

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	
-----	--	----	--

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES		NO	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

 Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at 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);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (\text{B-BBEE}^a - \text{B-BBEE}^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I/we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

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

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

Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

- 1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –**
 - (i) any municipal council;**
 - (ii) any provincial legislature; or**
 - (iii) the national Assembly or the national Council of provinces;**
- (b) a member of the board of directors of any municipal entity;**
- (c) an official of any municipality or municipal entity;**
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**
- (e) an executive member of the accounting authority of any national or provincial public entity; or**
- (f) an employee of Parliament or a provincial legislature.**

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	
-----	--	----	--

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- 2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or
- 2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

 Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 of 2003, and attach it to this schedule.

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		

2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

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

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 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 email to: CPA.Request@capetown.gov.za
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

- a) Labour rates shall be adjusted in accordance to the relevant wage determinations on the date such determination come into effect. To this end the FM Contractor shall provide a detailed schedule of all posts and personnel indicating the applicable wage determination. The initial schedule shall be provided at contract commencement.
- b) Where any wage determinations come into effect between the tender closing date and the commencement date of the contract, the applicable rates shall be adjusted to correspond to the new determinations.
- c) No escalation shall apply to any other rates for the first year of the contract unless more than a year elapses from tender closure to the commencement date.
- d) All other costs shall be subject to annual CPI adjustment as set out herein:
 - i. 90% of the tendered rates not subject to wage determinations will be subject to adjustment annually based on the Consumer Price Index (CPI) accordance with the Consumer Price Index (P0141-Table A) for the Western Cape.
 - ii. The base month for price adjustment shall be two (2) calendar months prior to the date of commencement for the first year subject to clause c above.
 - iii. For all subsequent years the base month for the price adjustment shall be two (2) calendar months prior to the anniversary date of the contract.
 - iv. 10% of the rate will remain fixed.
- e) The FM Contractor shall inform the CCT at least one month in advance as to when any increases are to become due and provide an updated schedule showing the proposed increase and how it impacts on the applicable rates.
- f) Only the wage portion of the respective hourly rates will be subject to wage determination increases. The remainder of the rate shall be subject to price adjustment in accordance to CPI as set out in this Schedule 8.
- g) Contract Price Adjustment will not apply to percentage fee payment items including :
 - Servicing of AVM – Card Vending Machine (CVM)
 - Servicing of AVM – Single Trip Ticket Dispenser (STTD)
 - Banking charges reimbursement – Debit card transactions
 - Banking charges reimbursement – Credit card transactions
 - Management Fee percentage

- h) The percentage fee for banking charges reimbursements (debit and credit cards) shall be fixed for the duration of the contract

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [TENDER NO. 226S/2020/21: The Provision of Facility and Cash Management Services in respect of selected public transport facilities including MyCiTi and Public Transport Intechanges on behalf of the Directorate: Transport City of Cape Town] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule 10: Local Content Declaration / Annexure C

Not Used.

Schedule 11: Price Basis for Imported Resources

Not Used.

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

Not Used.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

The following information shall be provided with the Tender, inclusive of the additional schedules 15.1 to 15.2F:

Management experience of main tendering entity

Refer to Returnable Schedule 15.1.

Description	Key experience area	Attached (Y/N)
Management experience of main tendering entity	FM Industry Experience	

Key Personnel

All key personnel positions required by the Specifications need to be satisfied to be considered responsive. Provide key personnel information in Schedule 15.2 (A-F).

Description	Key Personnel	Attached (Y/N)
Key Personnel Refer to the tables below as to how key personnel will be evaluated.	A. Contract Manager	
	B. Manager: Maintenance Services	
	C. Manager: Security & CCTV Surveillance Services	
	D. Manager: Cleaning Services	
	E. Manager: Cash Receipting	
	F. Manager: Reconciliation	

SIGNED ON BEHALF OF TENDERER:

**Schedule 15.1: Management experience of main tendering entity –
Facility Management Industry Experience**

PLEASE INDICATE THE RELEVANT PAST / CURRENT EXPERIENCE OF THE MAIN TENDERING ENTITY AS APPLICABLE TO THIS TENDER TO MANAGE ALL COMPONENTS OF THIS CONTRACT IN AN INTEGRATED TURNKEY MANNER.

(Please indicate the number of years even if previous experience was with the CCT. The information given will be used to score the functionality criteria.)

Key Experience Area for Tendering Entity Experience (Conditions of Tender Clause 2.2.1.1.4):	Facility Management Industry Experience
Years of Experience for key experience area:	

No.	Details	
1.	<p>Brief Description of Contract and services provided:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p align="center">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p align="center">(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p>
2.	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p align="center">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p align="center">(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p>

3.	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p>
4.	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Starting Date: _____</p> <p>End Date: _____</p> <p>Total value of Contract: _____</p>	<p>Principal (Awarder of Contract):</p> <p>_____</p> <p>(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p>(First Name / Initials & Surname)</p> <p>Telephone Number/s:</p> <p>_____</p>

Should further space be required, use a separate page in the same format as above.

Schedule 15.2A: Key Personnel Experience - Contract Manager

TO BE COMPLETED FOR ALL KEY PERSONNEL INCLUDING SUB-CONTRACTORS . THE INFORMATION GIVEN WILL BE USED TO SCORE THE FUNCTIONALITY CRITERIA.

Proposed Position in this Contract as identified in the Conditions of Tender (Clause 2.2.1.1.4)	Contract Manager			
Years of Experience in proposed position:				
Surname:				
Full Names:				
Name known by:				
ID Number:				
Qualifications relevant to the proposed position in this contract.				
Area of Expertise:	Number of Years' experience:	Employer/Client	Contact Person	Tel. No.
Experience: Provide a short description/CV of no more than 500 words on experience relevant to the intended function this person will fill in this contract. This must clearly demonstrate how this staff member will contribute, enhance and deliver to the methodology for this function as described in the Statement of Methodology				

Schedule 15.2B: Key Personnel Experience - Manager: Maintenance Services

TO BE COMPLETED FOR ALL KEY PERSONNEL INCLUDING SUB-CONTRACTORS . THE INFORMATION GIVEN WILL BE USED TO SCORE THE FUNCTIONALITY CRITERIA.

Proposed Position in this Contract as identified in the Conditions of Tender (Clause 2.2.1.1.4)	Manager: Maintenance Services			
Years of Experience in proposed position:				
Surname:				
Full Names:				
Name known by:				
ID Number:				
Qualifications relevant to the proposed position in this contract.				
Area of Expertise:	Number of Years' experience:	Employer/Client	Contact Person	Tel. No.
Experience: Provide a short description/CV of no more than 500 words on experience relevant to the intended function this person will fill in this contract. This must clearly demonstrate how this staff member will contribute, enhance and deliver to the methodology for this function as described in the Statement of Methodology				

Schedule 15.2C: Key Personnel Experience - Manager: Security & CCTV Surveillance Services

TO BE COMPLETED FOR ALL KEY PERSONNEL INCLUDING SUB-CONTRACTORS . THE INFORMATION GIVEN WILL BE USED TO SCORE THE FUNCTIONALITY CRITERIA.

Proposed Position in this Contract as identified in the Conditions of Tender (Clause 2.2.1.1.4)	Manager: Security & CCTV Surveillance Services			
Years of Experience in proposed position:				
Surname:				
Full Names:				
Name known by:				
ID Number:				
Qualifications relevant to the proposed position in this contract.				
Area of Expertise:	Number of Years' experience:	Employer/Client	Contact Person	Tel. No.
Experience: Provide a short description/CV of no more than 500 words on experience relevant to the intended function this person will fill in this contract. This must clearly demonstrate how this staff member will contribute, enhance and deliver to the methodology for this function as described in the Statement of Methodology				

Schedule 15.2D: Key Personnel Experience - Cleaning Services

TO BE COMPLETED FOR ALL KEY PERSONNEL INCLUDING SUB-CONTRACTORS . THE INFORMATION GIVEN WILL BE USED TO SCORE THE FUNCTIONALITY CRITERIA.

Proposed Position in this Contract as identified in the Conditions of Tender (Clause 2.2.1.1.4)	Manager: Cleaning Services			
Years of Experience in proposed position:				
Surname:				
Full Names:				
Name known by:				
ID Number:				
Qualifications relevant to the proposed position in this contract.				
Area of Expertise:	Number of Years' experience:	Employer/Client	Contact Person	Tel. No.
Experience: Provide a short description/CV of no more than 500 words on experience relevant to the intended function this person will fill in this contract. This must clearly demonstrate how this staff member will contribute, enhance and deliver to the methodology for this function as described in the Statement of Methodology				

Schedule 15.2E: Key Personnel Experience - Manager: Cash receipting


TO BE COMPLETED FOR ALL KEY PERSONNEL INCLUDING SUB-CONTRACTORS . THE INFORMATION GIVEN WILL BE USED TO SCORE THE FUNCTIONALITY CRITERIA.

Proposed Position in this Contract as identified in the Conditions of Tender (Clause 2.2.1.1.4)	Manager: Cash receipting			
Years of Experience in proposed position:				
Surname:				
Full Names:				
Name known by:				
ID Number:				
Qualifications relevant to the proposed position in this contract.				
Area of Expertise:	Number of Years' experience:	Employer/Client	Contact Person	Tel. No.
Experience: Provide a short description/CV of no more than 500 words on experience relevant to the intended function this person will fill in this contract. This must clearly demonstrate how this staff member will contribute, enhance and deliver to the methodology for this function as described in the Statement of Methodology				

Schedule 15.2F: Key Personnel Experience - Manager: Reconciliation

TO BE COMPLETED FOR ALL KEY PERSONNEL INCLUDING SUB-CONTRACTORS . THE INFORMATION GIVEN WILL BE USED TO SCORE THE FUNCTIONALITY CRITERIA.

Proposed Position in this Contract as identified in the Conditions of Tender (Clause 2.2.1.1.4)	Manager: Reconciliation			
Years of Experience in proposed position:				
Surname:				
Full Names:				
Name known by:				
ID Number:				
Qualifications relevant to the proposed position in this contract.				
Area of Expertise:	Number of Years' experience:	Employer/Client	Contact Person	Tel. No.
Experience: Provide a short description/CV of no more than 500 words on experience relevant to the intended function this person will fill in this contract. This must clearly demonstrate how this staff member will contribute, enhance and deliver to the methodology for this function as described in the Statement of Methodology				

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 74 of 66

<p>TENDER NO: 226S/2020/21</p> <p>TENDER DESCRIPTION: The Provision of Facility and Cash Management Services in respect of selected public transport facilities including MyCiTi and Public Transport Interchanges on behalf of the Directorate: Transport City of Cape Town</p> <p>CONTRACT PERIOD: CONTRACT PERIOD: From 1 July 2021 for a period not exceeding 3 financial years</p>
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VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;
unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 and replace with the following:

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R30 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

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

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

Delete Clause 16.2 in its entirety and replace with the following:

16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment as set out in Schedule 8.

17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

Contract price adjustment as set out in Schedule 8

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place

(column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**".

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

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

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be **in accordance to Annexure F of the Specifications.**

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other

party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery

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

32. Taxes and Duties

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

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
 - 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or

for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to

Clause 6:

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other

remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

Not Used.

(10) FORM OF ADVANCE PAYMENT GUARANTEE

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R

Amount in words:

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

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R.....

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, 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 Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(10.1) ADVANCE PAYMENT SCHEDULE

Not Used.

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

..... ,
(Supplier/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 at on the day of 20....

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 226S/2020/21

TENDER DESCRIPTION: The Provision of Facility and Cash Management Services in respect of selected public transport facilities including MyCiTi and Public Transport Intechanges on behalf of the Directorate: Transport City of Cape Town

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

13.1. Introduction

The Directorate: Transport has been managing the implementation and operation of the MyCiTi system through various service providers appointed through public tender processes. One such service provider is the station management contractor appointed to manage the services on the stations and routes. This contract is drawing to a close, creating an opportunity for prospective service providers to the CCT to tender on this service.

The CCT has, in the meanwhile, combined the departments managing the MyCiTi system and other public transport services into a single unit and formed a Facilities Management Branch. In doing so, it has grown the scope of services required from that in the original contract. The scope of the current tender therefore includes provision of services for the MyCiTi system and at Public Transport Interchanges (PTIs). These services include the potential provision of:

- Facility staff (such as security, cleaning, ambassadorial and surveillance personnel)
- Maintenance services (including maintenance contracts)
- Landscaping services
- Event personnel
- Project personnel
- Equipment rented
- Cash management services

To facilitate this, the contract will be a “rates-based” contract with the work required instructed by a Service Notice as and when required.

These tender specifications shall deal with provision of the services in the following order:

- Location of MyCiTi stations and PTI's facility
- General specifications that apply to all services to be rendered
- Specifications specific to MyCiTi Stations
- Specifications specific to PTIs
- Specifications specific to Cash Management

The level of services to be defined with the successful tenderer at the contract stage.

Table of Contents:

Section	Name	Page Number
13.1.	Introduction	101
13.2	Definitions and Interpretation	103
13.3.	MyCiTi Stations and PTIs	108
13.4.	General Specifications:	113
13.5.	Specifications specific to MyCiTi Stations:	145
13.6.	Specifications specific to PTI's	152
13.7.	Specification Specific To Cash Management	153
13.8.	Trade Names Or Proprietary Products	173
13.9.	Employment Of Security Personnel	174
13.10.	Forms For Contract Administration	174
13.11.	Annexures to the project specifications	175

Annexures giving more information follow the above.

Table of Annexures:

Annex	Name	Page Number
A	Typical Personnel & Grading: MyCiTi Stations	176
B	Typical Personnel: PTI's - Security	182
C	Uniforms	188
D1	Cleaning Specifications - MyCiTi	191
D2	Cleaning Specifications – PTI's	199
E	Landscaping Specifications	206
F	Penalties & Performance Adjustments	219
G	Equipment not installed or maintained but used by the FM Contractor	229
H	Vehicle Permit Application	230
I	Sample Co-Operation Agreement	235
J	Present MyCiTi Operating Hours	237
K	Facilities with Intruder Detection Systems Installed	240
L	Facilities with Closed Circuit Television Systems Installed (CCTV	241
M	Monthly Passenger Movement Data	242
N	Typical Passenger Movement Profiles	243
O1	Cash Management – Operating hours of kiosks	247
O2	Cash Management – Protocol for the management of Single Trip Ticket Dispensers (STTDs)	251
O3	Cash Management – Monthly passenger movement (data)	254
P1.1	Relevant past / current experience in each functional area	259
P1.2	Tenderer' Technical Experience - Self Performed Services	261
P1.3	Tenderer' Technical Experience - Sub-Contracted Services	263
P1.4	Proposed Schedule of Sub-Contractors	265
P1.5	Professional Services Personnel	266
P1.6	Cash Management: Record of experience in receiving, receipting, balancing, safekeeping, depositing and reconciliation of cash	267
P1.7	Cash Management: Key Personnel Cash Management	268
P1.8	Cash Management: Banking Charges Reimbursements	269
P1.9	Statement of Methodology	270

13.2. Definitions and Interpretation

In this Contract, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

"Annexure/s" means the annexures attached to this Specification, as amended from time to time;

"Actual Monthly Contract Price" means the sum of the amounts referred to in clause 13.4.7.2;

"Authorised Representative/s" means person/s authorised by each of the City and the FM Contractor in writing as contemplated in terms of clause 13.4.11.16.1, and which shall include authorised persons to whom their roles have been delegated and regarding which the relevant Party has advised the other Party in writing;

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

"Best Industry Practice" means applying, in relation to the manner in which the Services are rendered, the standards, practices, methods and procedures conforming to applicable law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances;

"City" or **"CCT"** means the City of Cape Town, a metropolitan municipality, established in terms of Local Government: Municipal Structures Act 117 of 2003;

"City/CCT Assets" means the Station Precincts and PTI's and any other assets and rights made available by the City to the FM Contractor for use by the FM Contractor in the provision of the Services;

"Cleaning Areas" means the MyCiti Station Precincts, public transport facilities, busways, general traffic lanes, cycle ways and walkways up to the fence or buildings or end of the road reserve, whichever is applicable, demarcated as cleaning areas on the diagrams of each facility and/or described in writing, provided or to be provided by the City, which diagrams or written descriptions (i) may be amended from time to time, (ii) shall include any Parking Areas and Retail Areas (where applicable), and (iii) shall form part of this Contract;

"Commencement Date" means the date on which the FM Contractor shall first become responsible for the provision of any Services;

"Confidential Information" means all information, without limitation, of whatsoever nature relating to the:

- Disclosing Party's business, operations, processes, drawings, sketches, plans, models, costs, product information, know-how, market opportunities, customers and business affairs;
- relationship between the Disclosing Party and its customers and suppliers; and
- contents of this Contract and any other information received pursuant to this Contract,
- but excludes information which:
 - is required to be disclosed under any law or regulation, or by any governmental or competent authority, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or
 - is in the public domain or enters into the public domain in any way (including, without limitation, through publication in the ordinary course on SENS) provided that the entry of such information into the public domain did not entail a breach of this Contract by the Receiving Party; or
 - the Receiving Party can show was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party, and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
 - is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - is disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
 - is after the Signature Date disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
 - is developed independently by the Receiving Party without reference to the Confidential Information;
 - where the City is the Receiving Party, any information contemplated in this definition, which the City is reasonably required to disclose for operational reasons, as appropriate passenger information, in order to report appropriately to City structures and to Provincial or National Government, and/or to share with other cities/regions implementing similar projects to MyCiTi, it being recorded that, for purposes of this definition:

- Disclosing Party means the Party disclosing Confidential Information to the Receiving Party; and
- Receiving Party means the Party receiving Confidential Information from the Disclosing Party;

"**Consents**" mean all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions and licences, required to be issued by any Responsible Authority in connection with the performance of any of the Services;

"**Contingencies**" means the discretionary amounts which may be paid by the City in respect of costs which were not specifically provided for in the Price Schedule but which may arise in the implementation of this Contract;

"**CPI**" or the consumer price index, means the percentage of change in Statistics South Africa's Consumer Price Index as set out in Schedule 8.

"**Designated Areas**" means the Station Precincts, Security Areas, Cleaning Areas, Maintenance Areas, Precinct Landscaped Areas, Route Landscaped Areas, Parking Areas and/or Retail Areas, as added, removed or amended from time to time by way of a Service Notice;

"**Effective Date**" means the Signature Date and being the date on which this Contract comes into effect;

"**EFT**" means electronic fund transfer;

"**EMV**" means the integrated circuit card specifications for chip-based bank-issued fare media and point of sale acceptance devices;

"**Equipment**" means the equipment necessary for the provision of the Services and for Personnel to perform their duties in accordance with the terms and conditions of this Contract;

"**Expiry Date**" Date means a date not more than 3 financial years from the Commencement Date;

"**FM Contractor**" means the _____, being the tenderer to whom the Tender was awarded;

"**Initial Total Contract Price**" means the total amount, excluding Contingencies and Provisions, agreed as at the Effective Date, payable to the FM Contractor for those Services in respect of which the Tender was awarded, calculated for a period not exceeding 3 financial years from the **Commencement** Date in accordance with the Price Schedule as at the Effective Date.

"**Intellectual Property**" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in data-bases, moral rights, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures, particulars of passengers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;

"**Invoice**" means a valid tax invoice, in a form to be agreed between the Parties before the Effective Date;

"**Management Fee**" means the percentage mark-up the FM Contractor adds to the services provided to cover the tenderer's mark-up and profit.

"**Maintenance Areas**" means the maintenance areas demarcated on the diagrams of each Facility and/or described in writing, provided or to be provided by the City, which diagrams or written descriptions may be amended from time to time and shall form part of this Contract; These Maintenance Areas shall

- exclude street lighting and all traffic signals and signage in terms of the National Road Traffic Act and its regulations;
- include the Station building, all lighting within facility boundaries, ramps, paving and curbs forming part of the Station Precincts or located between the busways and general traffic lanes adjacent to the Station buildings, dropped curbs and paving of walkways and cycle ways including those on the opposite side of the busways and/or general traffic lanes longitudinally adjacent to the Station Precincts, all railing (including handrails), totems, directional signage to and from the Stations, seating and bicycle lock-up facilities (where provided);

"**Major Repairs**" shall mean any repairs involving large expenditures that extend the useful life of an asset or restoring an asset which has been rendered unusable due to damage back to a useful condition

"**Month**" means a calendar month;

"**Monthly Performance Report**" means the monthly report submitted by the FM Contractor to the City as provided in clause 13.4.11.16.2;

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

"**Directorate: Transport Contractors**" means collectively the FM Contractor, AFC Contractor, APTMS Contractor, the VOCs and any such other contractors appointed by the City to perform services or works around Directorate: Transport Facilities;

"Operational Hours" means the hours during which the MyCiTi System and PTIs will be operational as set out in Annexure J, as amended from time to time in terms of this Contract;

"Operations and Maintenance Manuals" means the manuals relating to the operational and maintenance requirements and standards to be adhered to in the provision of or the in connection with the Services, as amended from time to time by agreement and/or through Protocols or Service Notices, which manuals shall form part of this Contract. In the event of a conflict between the provisions of the Operations and Maintenance Manuals and the provisions of this Contract, the provisions of this Contract shall prevail;

"Parties" means the parties to this Contract, being the City and the FM Contractor;

"Penalties" means the amounts to be deducted from payments to the FM Contractor, as provided more fully in Annexure F;

"Penalty Matrix" means the schedule of Penalties set out in Annexure F;

"Personnel" means any person rendering any aspect of the Services and acting on the direct or indirect instruction of the FM Contractor, including a subcontractor of the FM Contractor, an employee of the FM Contractor or of a subcontractor, as well as an agent, representative or consultant of the FM Contractor or of a subcontractor;

"Precinct Landscaped Areas" means the areas described in the definition of Maintenance Areas, as may further be demarcated as precinct landscaped areas on the diagrams of each Station and/or described in writing, provided or to be provided by the City, which diagrams and/or written descriptions may be amended from time to time and shall form part of this Contract;

"Price Schedule" means the bill of quantities and rates, as contained in Section 5 of this tender, for each function to be performed as part of the Services, as accepted by the City at the Effective Date, and which may be adjusted by agreement to reflect cost implications, if any, of Service Notices and any other changes to the Services;

"Prime Rate" means the rate of interest (nominal annual compounded Monthly in arrears) from time to time published by the City's designated bank as its prime overdraft lending rate (a certificate from any manager of that bank, whose appointment or authority need not be proved, as to the prime rate at any time and the usual way in which it is calculated and compounded at such time shall, in the absence of manifest or clerical error, be final and binding on the Parties);

"Projected Monthly Contract Price" means the amount projected as at the Effective Date to be payable to the FM Contractor for Services to be rendered during any given Month, calculated in accordance with the Price Schedule as at the Effective Date;

"Provisions" means the provisional amounts, as listed in the Price Schedule which may become payable by the City;

"Protocols" means a protocol and/or a standard operating procedure issued from time to time by the City indicating how, amongst other things, the Services are to be rendered, the manner in which the FM Contractor should work together with any other contractors delivering related services, integration of the different functions forming part of the Services, and ancillary matters;

"PTI" means Public Transport Interchanges, designated locations within the CCT Metropole where different modes of public transport interconnects or where the public can access public transport services.

"Response Units" means the response units referred to in clause 13.4.12.8;

"Retail Areas" means the areas within the Station Precincts and PTI's (formal and informal) which are, or may become, utilised for retail opportunities if so permitted by the City; which includes trader kiosks, informal trading bays, ticket offices, etc.; the extent and location of which retail areas will be agreed in writing (in a diagram, document or otherwise) and such diagrams, documents and/or written descriptions shall form part of this Contract;

"Responsible Authority" means any ministry, any minister, any organ of State, any official in the public administration or any other Governmental or regulatory department, commission, institution, entity, service utility, board, agency or authority (in each case, whether National, Provincial or Municipal) or any court, each having jurisdiction over the matter in question, but excluding for all purposes the City;

"Routes" means the MyCiTi vehicle routes demarcated on the diagrams and/or described in writing, provided or to be provided by the City, which diagrams and/or written descriptions may be amended from time to time and shall form part of this Contract;

"Route Landscaped Areas" means the landscaped areas along Routes outside Station Precincts, as described in Annexure E, as may be amended by the issue of a Service Notice;

"Security Areas" for MyCiTi Stations means the Stations and other buildings within the Station Precincts, the surrounding area up to 5m outside such buildings and/or up to 5m measured from the bottom of the ramps or the far end of steps immediately adjacent to such buildings, as demarcated generally as security areas on the diagrams of each Station and/or described in writing, provided or to be provided by the City, which diagrams and/or written descriptions may be amended from time to time and shall form part of this Contract. For PTI's it means the areas as demarcated in the PTI Diagrams. For any other Facility it shall mean the area as agreed

prior to the area being handed over to the FM Contractor.

“Selected Public Transport Facilities “ means the Station Precincts, Routes and PTIs at which the City requires facility management and / or cash management services to be provided by the FM Contractor.

"Service Notice" means the notice given by the City to the FM Contractor, describing and/or varying any of the Services to be rendered by the FM Contractor;

"Service Notice Matter" means any event or need which, in the discretion of the City, impacts on and/or requires an increase, variation or reduction in the Services, whether temporarily, permanently, scheduled or otherwise, such as a sporting event, added or reduced Services at Stations arising from a change in operational needs and/or cost implications in relation to MyCiTi and/or rerouting of a Route, and which may, in some instances, include an emergency or Event of Force Majeure;

"Signature Date" means the latest of the dates on which this Contract (or any counterpart) was signed by any Party;

"Stations" means the vehicle stations, along the Routes where MyCiTi vehicles stop to allow the boarding and alighting of passengers, as described in the specification, as may be amended from time to time through a Service Notice;

"Station Precincts" means the City Assets handed over by the City to the FM Contractor for the purpose of providing the Services, which are demarcated on the diagrams of each Station and/or described in writing, provided or to be provided by the City, which diagrams and/or written descriptions may be amended from time to time and shall form part of this Contract; Station Precincts shall -

- exclude busways and general traffic lanes, street lighting and all traffic signals and signage in terms of the National Road Traffic Act and its regulations;
- include the Station building, all of its contents, ramps, handrails, paving, totem poles, directional signage to and from the Station, seating and bicycle lock-up facilities (where provided);

"Statement of Methodology" means the statement of methodology contemplated in clause 13.4.11.1;

"Station Zones" means the area within a radius of approximately 500 metres from Stations and Stops, or a wider radius as the Parties may agree;

"Stops" and **"Shelters"** means the designated places, other than Stations, along the Routes at which MyCiTi vehicles are required to stop for passengers to embark or disembark from the MyCiTi vehicles, as specified by the City;

"Termination Date" means the date upon which this Contract terminates, whether on the Expiry Date or earlier, as provided in this Contract;

"Total Contract Price" means the Initial Total Contract Price, plus Contingencies and Provisions, as adjusted from time to time to reflect the cost implications, if any, of Service Notices;

"TMC" means the CCT Transport Management Centre located at Smartt Rd, Richmond Estate, Cape Town.

"VAT" means value-added tax levied in terms of the Value-added Tax Act 89 of 1991, as amended;

"VOC Agreements" means the VOC agreements entered into by the City and the VOCs, in terms of which the VOCs, amongst other things, operate the MyCiTi vehicles along the Routes and provide station services at the Stations on an interim basis.

13.2.1. Interpretations:

In this Contract:

- unless expressly stated to the contrary, where the Parties are required to **"agree"**, **"notify"** or **"approve"**, they shall do so in writing, and for this purpose, writing shall include telefax, email or cellular phone-based short message services, and **"agreement"**, **"notification"** and **"approval"** shall have similar meanings;
- unless expressly stated to the contrary, where a Party's decision or act is in the discretion of that Party, it shall mean that Party's sole and unfettered discretion;
- references to a statutory provision include any subordinate legislation made from time to time under that provision and include that statutory provision (including subordinate legislation) as modified or re-enacted from time to time;
- words importing the masculine gender include the feminine and neuter genders and vice versa, the singular includes the plural and vice versa, and natural persons include artificial persons and vice versa, unless inconsistent with the context in which such words appear;
- references to a **"person"** include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, any other association of persons or any government body;
- references to a **"subsidiary"** or a **"holding company"** shall be references to a subsidiary or holding

company as defined in the Companies Act 71 of 2008;

- if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- any definition, wherever it appears in this Contract, shall bear the same meaning and apply throughout this Contract unless otherwise stated or inconsistent with the context in which it appears;
- if there is any conflict between any definitions in this Contract then, for purposes of interpreting any clause of the Contract or paragraph of any Annexure, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Contract;
- where any number of Days is prescribed, those Days shall be counted exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day, unless inconsistent with the context in which it appears;
- where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day, unless inconsistent with the context in which it appears;
- any provision in this Contract which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Contract shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. pro non scripto) and severed from the balance of this Contract, without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of such provision in any other jurisdiction;
- the use of any expression covering a process available under South African law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;
- references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;
- the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the eiusdem generis rule) shall not apply, and whenever the word "including" or "such as" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
- The expiration or termination of this Contract shall not affect such of the provisions of this Contract which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
- Each of the provisions of this Contract has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Contract (i.e. the contra proferentem rule), shall not apply.

13.3. Location of MyCiti stations and PTI Facilities

13.3.1. Organisational Development and Transformation Plan (ODTP) Areas

The following figure shows the four areas as defined in the CCT's ODTP:



For the purposes of this tender, these areas are defined as follows:

Area Number	Region Name	Area Number	Region Name
1	Central	3	North
2	East	4	South

13.3.2. Facilities according to area

The following tables show the allocation of facilities per area. It should be noted that the facilities listed are provided as the facilities available at the time of tender. The lists are not exhaustive, and facilities may be added or removed by election of the CCT.

Central Region (Area 1):

No.	Facility	Area	Address	Type
1	Atlantis	1	Cnr Reygersdal Ave & Arion Drive, Atlantis	MyCiTi
2	Circle East	1	Cnr Blaauwberg Road & Boy De Goede Circle, Tableview	MyCiTi
3	Dunoon	1	Potsdam Road, Dunoon	MyCiTi
4	Grey	1	Cnr Raatz & Grey Avenue, Tableview	MyCiTi
5	Janssens	1	Cnr Raatz & Janssens Road, Tableview	MyCiTi
6	Killarney	1	Cnr Potsdam Rd & Silverstone Rd, Killarney	MyCiTi
7	NOT USED			
8	Melkbosstrand	1	Otto Du Plessis Drive & Birkenhead/ 6th Street, Melkbos	MyCiTi
9	Milnerton	1	Cnr Otto Du Plessis & Broad Road, Milnerton	MyCiTi
10	Porterfield	1	West Coast R27 & Porterfield Road, Tableview	MyCiTi
11	Potsdam	1	Potsdam Road, Killarney	MyCiTi
12	Racecourse	1	Cnr R27 & Racecourse Road, Milnerton	MyCiTi
13	Royal Ascot	1	Cnr Racecourse & Grand National Boulevard, Milnerton	MyCiTi
14	Sandown	1	West Coast R27 & Sandown Road, Tableview	MyCiTi
15	Sunset Beach	1	Cnr R27 & Ocean Way, Milnerton	MyCiTi
16	Table View	1	Cnr Raatz & Blaauwberg Road, Tableview	MyCiTi
17	Usasaza	1	Potsdam Road, Dunoon	MyCiTi
18	Wood	1	Cnr Blaauwberg & Wood Drive, Tableview	MyCiTi
19	Woodbridge	1	Cnr Marine Drive & Loxton Road, Milnerton	MyCiTi
20	Atlantis	1	Off Wesfleur Circle	PTI
21	Bayside	1	Bayside Shopping Centre - off Blaauwberg	PTI
22	Du Noon	1	Cnr of Potsdam Road and Dumani Avenue	PTI
23	Koeberg	1	Off Camp Road (next to Station)	PTI
24	Maitland	1	Station Road, Off Voortrekker Road	PTI
25	Mamre	1	Cnr of Main and Liedeman	PTI
26	Potsdam	1	Cnr of Blaauwberg and Potsdam Road	PTI

Eastern Region (Area 2):

No.	Facility	Area	Address	Type
1	Airport	3	Cape Town International Airport, Airport Industria	MyCiTi
2	Kuyasa (KIOSK)	2	Krebe Street, off Ntlazane Road, Khayelitsha	MyCiTi
3	Blackheath	2	Off Station Road, After Range Road	PTI
4	Eersterivier	2	Cnr Crozier and Bosman Road	PTI
5	Joe Gqabi	4	4 Terminus Road, Philippi	PTI
6	Kalkfontein	2	Cnr of Mount Fletcher and Sikelela Streets, Kalkfontein	PTI
7	Khayelitsha CBD	2	Khayelitsha Station	PTI
8	Kuilsrivier	2	Cnr Station and Nooiensfontein Road	PTI
9	Kuyasa	2	Off Walter Sisulu Drive	PTI
10	Lwandle	2	Cnr of Vulindela & Nxolo Streets	PTI
11	Macassar	2	Cnr of Zandvliet and Musica Rd	PTI
12	Malibu Village	2	Cnr London Way and Washington Street	PTI
13	Meltonrose	2	Off Melton Road Circle (Next to the Station)	PTI
14	Mfuleni - New Rank	2	Tokwana/Nqubeleni Street, Ext 6	PTI
15	Mfuleni - Old Rank	2	Off Main Road, Mfuleni	PTI
16	Nolungile	2	Off Lansdowne and Hoza - Site C	PTI
17	Nomzamo	2	Cnr of Micheal and Manenegele Rd	PTI
18	Nonkqubela	2	Off Sulani Road (Next to Station)	PTI
19	Philippi	4	Off Ingulube Road	PTI
20	Somerset West	2	Off Church Street	PTI
21	Vuyani	2	Cnr Spine road & Lansdowne road	PTI
22	Wesbank	2	Cnr of Misty and Wesbank Main Road	PTI

Northern Region (Area 3):

No.	Facility	Area	Address	Type
1	Century City	1	Cnr Century City Way & Century City Link, Century City (at taxi rank)	MyCiTi
2	Lagoon Beach	1	Cnr Marine Drive & Lagoon Beach Drive, Milnerton	MyCiTi
3	Montague Gardens	1	Cnr Koeberg Road & Montague Drive, Milnerton	MyCiTi
4	Neptune	1	Cnr Milner Road & Neptune Street, Paarden Eiland	MyCiTi

No.	Facility	Area	Address	Type
5	Omuramba	1	Cnr Racecourse & Omuramba Road, Montague Gardens	MyCiTi
6	Paarden Eiland	1	Cnr Milner & Paarden Island Drive, Paarden Eiland	MyCiTi
7	Phoenix	1	Cnr Omuramba Road & Freedom Way, Phoenix	MyCiTi
8	Refinery	1	Cnr Koeberg Road & Topaz Blvd Milneron	MyCiTi
9	Sandrift	1	Cnr Ratanga Road & Ocean Spirit Avenue, Century City (opposite Sable Square entrance)	MyCiTi
10	Section	1	Cnr Milner Road & Section Road, Paarden Eiland	MyCiTi
11	Turf Club	1	Cnr Koeberg Road & Omuramba Road, Milneron	MyCiTi
12	Vrystaat	1	Cnr Milner Road & Vrystaat Road, Paarden Eiland	MyCiTi
13	Woodstock	1	End of Milner Road, Paarden Island, Woodstock	MyCiTi
14	Zoarvlei	1	Cnr Milner Road, Paarden Island, Paarden Eiland	MyCiTi
15	Athlone	3	Cnr Klipfontein and Little Road	PTI
16	Bellville	3	Cnr Belrail and Charl Malan Street	PTI
17	Bloekombos	1	Cnr of Old Paarl Road and Sam Njokozela	PTI
18	Durbanville	1	Cnr Main Road and New Street	PTI
19	Elsies River	3	Cnr Consani and 2nd Avenue	PTI
20	Fisante Kraal	1	Boy Briers Road, off Lichtenburg	PTI
21	Gugulethu	3	Cnr NY1 Eyona Taxi Rank	PTI
22	Hanover Park	3	Cnr Civic and Surran Road	PTI
23	Nyanga Central	3	Cnr Emms Drive and Sithandathu Avenue	PTI
24	Nyanga Junction NY3	3	NY3A Gugulethu	PTI
25	Parow	3	Cloete Street, before Klosser Street (At Station)	PTI
26	Tygerberg	3	Railway Road before West Street	PTI
27	Unibell	3	Off Kern Street, Unibell Station	PTI
28	Wallacedene	1	Cnr of Bhunga and La Boheme avenue	PTI

Southern Region (Area 4):

No.	Public Transport Facility	Area	Address	Type
1	Gardens	1	Cnr Buitenkant & Maynard Street, Gardens	MyCiTi
2	Granger Bay	1	Cnr Granger Bay Boulevard & Fort Wynyard Street, Green Point	MyCiTi
3	Queens Beach	1	Cnr Beach Road & Queens Road, Sea Point	MyCiTi

No.	Public Transport Facility	Area	Address	Type
4	Stadium	1	Cnr Portswood Road & Helen Suzman Boulevard, Green Point	MyCiTi
5	Waterfront	1	Breakwater Boulevard, Waterfront	MyCiTi
6	Thibault	1	Hans Strijdom Avenue & Long Street, Cape Town	MyCiTi
7	Adderley	1	Adderley & Riebeek Street, Cape Town	MyCiTi
8	Civic	1	Cnr Hertzog Boulevard & DF Malan Street, Cape Town	MyCiTi
9	Cape Town Station Deck (including Coach Station, Buitengracht Bridge and Grand Parade)	1	Off Oswald Pirow (Cape Town CBD)	PTI
10	Sir Lowry Holding (Foreshore Holding Area)	1	Sir Lowry Road	PTI
11	Buitengracht Pedestrian Bridge	1	Buitengracht	PTI
12	Mowbray	4	Cnr St Peters and Victoria Road	PTI
13	Langa	1	Washington Street	PTI
14	Grassy Park	4	Cnr 5th Avenue and Victoria Road	PTI
15	Lotus River	4	Cnr of Buck Road and 5th Avenue	PTI
16	Claremont	4	Station Road, Claremont	PTI
17	Wynberg	4	Cnr Bexhill and Ottery Road	PTI
18	Rosmead Avenue	4	Off Rosemead Ave Wynberg	PTI
19	Retreat	4	Eastern (Cnr of Station and Flora Rd) Western (Cnr Station and Zwaans Rd)	PTI
20	Fish Hoek	4	Cnr Station and De Wall Road	PTI
21	Vrygrond	4	Cnr of Berg and Dawn Street, Vrygrond	PTI
22	Steenberg	4	Cnr of Military and Henley Road	PTI
23	Kenilworth	4	Corner of Thomas and Summerley Road, Kenilworth	PTI
24	Mitchell's Plain	4	Cnr 2nd and 7th Avenue, Town Centre, Mitchell's Plain	PTI
25	Mitchell's Plain	4	1st Avenue, Town Centre, Mitchells Plain	MyCiTi
26	Lentegeur	4	Off Merrydale Avenue. Lentegeur Station	PTI
	Masiphumelale	4		PTI

MyCiTi Route Landscaping per Region

1	Route Landscaping: Central Region (Area 1)	
1.1	Marine Drive/Milner Road to southern side of Racecourse Road intersection	13 666m ² LS
1.2	Northern side of Racecourse Road intersection to Blaauwberg Road/R27 intersection	25 691m ² LS + 42 425m ² HS
1.3	R27 north of Blaauwberg Road intersection up to Tryall Road	33 436m ² LS
1.4	Atlantis CBD and Melkbos CBD Trunk stations	17 284m ² LS
1.5	Blaauwberg Road from Tableview Station to Potsdam	60 240m ² LS
1.6	Potsdam Road from Blaauwberg Road to Usasaza Station	31 233m ² LS
2	Route Landscaping: Northern Region (Area 3)	
2.1	Christiaan Barnard Drive to N1 underpass	22 834m ² LS
2.2	N1 underpass to Marine Drive/R27	17 450m ² LS + 7 927m ² HS
2.3	Racecourse Road from R27 eastwards to Omuramba Drive	8 760m ² LS + 4 490m ² HS
	Note: LS = Landscaping (Trees; Shrubs; Groundcover; Lawn) HS = Hydro-seeding	

13.4. General Specifications:

13.4.1. Extent of Services:

Services at the Commencement Date

The CCT will issue a Service Notice setting out which of the Services (and at which Designated Areas) must be provided by the FM Contractor from the Commencement Date. Such Service Notice will be issued by the CCT simultaneously with, or within 7 Days prior to or after, the notice has been given advising the FM Contractor of the Commencement Date.

Services instructed after the commencement date

Certain of the Services which form part of the tender may only be required to be provided by the FM Contractor, if at all, after the Commencement Date. These services and their extent will be instructed by the issue of a Service Notice in accordance with the notice period for such Service Notices.

13.4.2. Handover of Facilities between outgoing contractor and new Contractor

The FM Contractor shall provide its full cooperation to ensure a smooth handover of facilities both at the start and at the termination of the contract. This shall include, but not be limited to:

- documentation including maintenance manuals, drawings, standard operating procedures or any other relevant documentation;
- warranties and guarantees;
- any contracts that may not yet reached its termination date;
- spares and equipment procured or stored on behalf of the CCT;
- transition of personnel where applicable;

The FM Contractor undertakes that for a period of 30 Days prior to the Termination Date, or such longer or shorter period as the City may in its discretion determine, it shall co-operate fully with all service providers, including the City, who may be rendering station services at the Stations after the Termination Date, and in this regard do all things reasonably necessary in order to ensure appropriate knowledge and skills transfer so that the station services can continue uninterrupted after the Termination Date.

Where the CCT is of the view that the FM Contractor is not providing its full cooperation in managing the handover of facilities it may procure the services of external service providers to manage the process and recover such costs from the FM Contractor by any means available through this contract including deducting it from the last payment due.

13.4.3. Phased Transfer and Assets to be managed by the FM Contractor

Annexures A and B provide a summary of the typical services at each facility.

The CCT is in the process of developing further PTI's and Phase 2 of MyCiTi. As these developments are completed and rolled-out, it may be handed over to the relevant FM Contractor to manage. The CCT shall in its sole discretion allocate sites to the tenderer. The CCT therefore reserves the right to add or remove sites from the contract based on operational requirements. The addition of any additional facilities to the Contract shall be subject to budget being allocated and the appropriate approvals being obtained to increase the Services and Contract budget.

Stations, PTI's and any other facilities that may be included in this contract and which is not included in the services at the Commencement Date may be handed over to the FM Contractor in a phased manner as and when the CCT elects to do so. The FM Contractor will be responsible to provide all services as specified in the Service Notice informing them of the inclusion of the services from the hand over date until such time as the CCT has retaken possession of such Facility and contents for any reason, including the closure of a Facility or the termination of the Contract. The rates as tendered in the price schedule shall apply.

The FM Contractor shall recruit and train Personnel in accordance with the phased transfer.

If required by the CCT, and for such period determined by the CCT, the FM Contractor will be obliged to work in conjunction with the present service provider/s in relation to Services and ancillary matters, in order to ensure knowledge and skills transfer and the uninterrupted provision of services.

The transfer procedure of each Facility will include the issuing of a full inventory by the CCT and the testing by the FM Contractor of functionality of the Facility and all Equipment within the Precinct. A list of any agreed patent defects will be drawn up between the Parties within the period to be set out in a Protocol. Where defects are noted and accepted by the CCT, the CCT will be responsible for the rectification of such defects, which will be undertaken either before, or as soon as possible after, the transfer of the relevant Precinct. The CCT may issue a Service Notice requiring the FM Contractor to undertake the rectification of the defects.

Upon transfer of the Precincts, the FM Contractor will become responsible for the management and maintenance of the Precincts and their contents as provided in this Contract. It is recorded that upon transfer of a Precinct, not all Equipment may have been installed and such installation may take place after the transfer date of that Precinct. The FM Contractor will only become responsible for the Equipment as and when it is installed as provided elsewhere in this Contract. Upon installation of Equipment as aforesaid, the inventory in respect of the relevant Precinct will be amended and signed by the FM Contractor.

Where the CCT has not yet rectified a defect, the FM Contractor will be required to take reasonable steps to prevent further damage to such defective components until the defect is rectified.

13.4.4. Appointment of Personnel

The Contractor should endeavour, as far as possible, to recruit labour from the local communities as defined by the CCT Sub Councils. In the event that the tenderer fails to procure the personnel from local communities they need to provide proof of the efforts made to comply with this clause in order to justify procuring from other areas.

The CCT shall have the right to:

1. Require of the FM Contractor to source more suitably qualified personnel to those proposed by the FM Contractor in the Methodology Statement. This specifically applies to supervisory and management personnel;
2. Require of the FM contractor to replace any personnel on good cause to do so.

Where supervisory or management personnel are replaced for whatever reason, the new staff member shall have similar or better experience and knowledge to the person being replaced unless the CCT agrees to a deviation.

13.4.5. ISO 9001 Accreditation

The FM Contractor shall be required to be ISO9001:2015 accredited or obtain such other accreditation standard that may supersede ISO9001 ("**ISO9001**") for the duration of this Contract. Such accreditation shall align with the objectives of Directorate: Transport and specifically with the record keeping, operations and evaluation requirements.

In the event that the FM Contractor is not ISO9001 accredited at the date of the award of the Tender, it shall be required to **apply** for ISO9001 accreditation within 3 Months of the Tender award and shall, as far as reasonably possible, become ISO9001 **accredited** within 18 Months of the Commencement Date but in any event by no later than 24 Months after the Commencement Date.

In the event that the FM Contractor has not achieved ISO9001 accreditation at the Effective Date, it shall report to the CCT on its progress of achieving ISO9001 accreditation on a Monthly basis.

Failure by the FM Contractor to obtain or maintain their ISO status shall attract penalties as set out in Annexure F.

Regardless of whether any subcontractors of the FM Contractor are ISO9001 accredited or not, the FM Contractor shall require its subcontractors to render services and report on all matters in accordance with the standards of ISO9001.

The CCT shall be entitled to reasonably amend the requirements of this Contract and the FM Contractor shall be obliged to adjust its ISO accreditation systems to align with such requirements.

13.4.6. Service Notices and Protocols

The CCT shall be entitled to issue reasonable Protocols after giving reasonable notice of implementation.

The FM Contractor may suggest Protocols for consideration by the CCT.

The CCT shall be entitled to issue a Service Notice to vary any aspect of the Services in order to meet the requirements of the Service Notice Matter, subject to the provisions of this clause.

In the event that a Service Notice is issued, any variation in Services may (but will not necessarily) increase or decrease the Total Contract Price. If there is a change in the Total Contract Price, such change will be based on the rates in the Price Schedule.

When issuing a Service Notice from time to time, the CCT shall set out the Services to be provided, anticipated duration and other relevant details. If no duration is provided in the Service Notice, the implementation of the Service Notice shall continue until such time as a further Service Notice is issued to terminate such implementation. The issuing of Service Notices is subject to the remaining provisions of this Contract.

Once a Service Notice has been issued, the FM Contractor shall advise the CCT, by means of a quote, of additional costs, if any, which arise as a result of the Service Notice. All Services shall be rendered at the rates contained in the Price Schedule. Where Services are not contemplated in the Price Schedule, and the Services fall within the scope of the Contract, the FM Contractor shall follow an open procurement process to obtain at least

three quotations or an open tender process and submit this together with a recommendation for acceptance by the CCT.

The CCT shall provide reasonable notice to the FM Contractor relating to the implementation of a Service Notice. Where applicable, notice periods shall apply as set out in the table below. Such notice periods may be amended by agreement with the FM Contractor, and the FM Contractor furthermore acknowledges that the listed notice periods may not be able to be adhered to in all circumstances (for example, where a Service Notice Matter arises due to an emergency or unforeseen occurrence).

Amendment	Service Notice Period
Planned changes to Routes, timetables, Stops, and / or Stations;	14 Days
Scheduled events	14 Days
Personnel requirements at a Station or elsewhere	35 Days
Addition and/or removal of Station	35 Days, starting on the 25 th day of a Month
Addition and/or removal of a Designated Area or other change to a Designated Area	35 Days, starting on the 25 th day of a Month
Allocation or re-allocation Stops	35 Days starting on the 25 th day of a Month
Amendments in relation to any other Service Notice Matters	14 Days, unless specifically stated otherwise in this Contract with regard to a particular function

Where the CCT has issued a Service Notice, such notice shall state any amendments to the Operations and Maintenance Manuals, if applicable.

Once a Service Notice or Protocol has been issued by the CCT, should the CCT so require, the FM Contractor shall be obliged to implement the Services in accordance with the provisions of such Service Notice or Protocol even if the FM Contractor and the CCT have not yet reached agreement in relation to any aspect of the Services to be rendered and/or any ancillary matter, arising directly or indirectly from the implementation of such Service Notice or Protocol. Should the FM Contractor wish to raise any dispute relating to any aspect of the Service Notice or Protocol, it shall be required to follow the processes set out in this contract.

13.4.7. Payment

13.4.7.1. Payment to the FM Contractor

The CCT shall pay the FM Contractor for the rendering of the Services as provided in the GCC and SCC.

13.4.7.2. Invoices

The FM Contractor shall, by no later than the **5th** Business Day of every Month, submit a Monthly Invoice to the City.

13.4.7.2.1. The FM Contractor's Monthly Invoice shall be for the Actual Monthly Contract Price, which is calculated as follows:

- i. Projected Monthly Contract Price for the previous Month, as adjusted by the cost implications of any Service Notices previously issued;
- ii. less any amounts in respect of Services not rendered during the previous Month;

- iii. plus, the value, as set out in the Price Schedule or as agreed, for any additional ad-hoc Services of temporary duration performed during the previous Month in respect of which the CCT issued a Service;
- iv. any adjustments to the previous invoice;
- v. less any adjustments in terms of Performance Evaluation;
- vi. less any deductions arising from the imposition of Penalties;
- vii. less any further deductions which the City is entitled to make in terms of this Contract; and
- viii. any VAT in respect of any of the above amounts.

13.4.7.3. Monthly Invoice Reports

The Monthly Invoice shall be accompanied by a report ("Monthly Invoice Report") which shall set out:

- i. details of the Services which were required to have been rendered and were actually rendered for the previous Month and the prices of such Services calculated in accordance with the Price Schedule;
- ii. details of any Services which were required to have been rendered and were not rendered during the previous Month and the prices of such Services calculated in accordance with the Price Schedule;
- iii. the updated portions of the Price Schedule reflecting the cost adjustments arising from the Services rendered during the previous Month pursuant to a Service Notice together with the date of such update.
- iv. details of any additional Services rendered;
- v. details of any Maintenance and Repairs for which the FM Contractor is charging; and
- vi. details of and reasons for any adjustments and any deductions arising from the imposition of Penalties.
- vii. all expenses against Provisions and Contingencies.

All expenses against Provisions and Contingencies shall be accompanied by such supporting documentation and proof as may be reasonably required by the CCT.

13.4.8. Access to Information

One of the CCT's Authorized Representatives shall at all reasonable times, and on not less than 24 hours prior notice to the FM Contractor, be given such access to the auditors of the FM Contractor and books of account and financial statements relating to this Contract. The CCT's Authorized Representatives shall be entitled to make copies of any relevant documents and records of the FM Contractor.

In order to assess the FM Contractor's compliance with its obligations in terms of this Contract, the CCT's Authorized Representatives shall be entitled, in addition to the foregoing and with no prior notice, to carry out spot checks during Operational Hours at any Station Precinct and/or CCT-owned facility managed by the FM Contractor or at any other premises from which the FM Contractor operates in connection with this Contract, for the purposes of, amongst other things, to verify any records of the FM Contractor, including, but not limited to, Monthly salary schedules of Personnel, attendance registers of Personnel, receipts in respect of payments made, and any other records of the FM Contractor.

If the FM Contractor renders the Services in addition to operating other businesses, the FM Contractor shall account for the finances of the Services rendered in terms of this Contract separately and in a ring-fenced manner.

The FM Contractor shall be obliged to notify the CCT in writing of any change in BBEEE Status, ownership, shareholders, directors, executive or senior management and /or where

applicable, the portfolios they hold in the FM Contractor and in any of their shareholders, within a period of two weeks of any such change.

13.4.9. Subcontracting

The FM Contractor shall provide skills which it does not have in-house. Any sub-contracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town.

The FM Contractor shall be liable for all acts and/or omissions of any subcontractor, agents or employees, as if they were the acts and/or omissions of the FM Contractor.

The FM Contractor shall provide copies of all signed agreements with all subcontractors used in the execution of the Service. With reference to this, the FM Contractor is specifically referred to Clause 13.4.11.1.4(c), 13.4.14.5 and Annexure P1.3 and Annexure P1.4 of the Contract Documents.

In the event of a breach or termination in terms of an agreement with a sub-contractor, the FM Contractor shall obtain the CCT's prior approval for the appointment of another subcontractor and shall provide the CCT with a copy of the signed agreement/s in respect thereof.

13.4.10. Co-operation amongst Directorate: Transport Contractors

Where interaction amongst the FM Contractor and any other Directorate: Transport Contractors is required for the efficient and effective execution of the Services, the FM Contractor shall take reasonable steps to formulate the necessary operating procedures and practices by agreement with the other Directorate: Transport Contractor(s).

The FM Contractor shall be obliged to enter into an agreement of co-operation with the vehicle operations contractors and the advertising contractor on substantially the terms set out in Annexure I to this Agreement. (It is recorded that a similar obligation shall be placed on the relevant vehicle operations contractors or advertising contractor, as the case may be).

It is specifically recorded that the FM Contractor may require access to spaces occupied by other Directorate: Transport Contractors in the execution of the services. The FM Contractor shall agree the operating procedures and practices to be followed with the affected Directorate: Transport Contractor/s and shall ensure that these operating procedures and practices are strictly adhered to.

In the event that the City permits retailers the use of Retail Areas the Facility Management Contractor shall initiate and liaise with the retailer and the City to enter into an agreement of co-operation that sets out protocols and procedures for access to the Retail Areas, cleaning of its exterior and security

Should the FM Contractor and the other Directorate: Transport Contractor(s) fail to reach an agreement on the operating procedures and practices, the FM Contractor shall request the CCT to issue a Protocol to regulate their interaction in this regard and shall propose provisions of such Protocol.

Notwithstanding the foregoing, the CCT shall be entitled to, at any time, issue Protocols which describe how the Directorate: Transport Contractors shall interact and work together. The FM Contractor shall be obliged to follow such Protocols, which, in the event of a conflict, shall supersede any Protocols which the FM Contractor and the Directorate: Transport Contractors may have agreed upon.

In the event of a dispute between the FM Contractor and any or all of the Directorate: Transport Contractors, in relation to MyCiTi services, the FM Contractor shall provide its fullest co-operation and take all reasonable steps to resolve the dispute within 3 Business Days of the dispute having arisen, or where such dispute interrupts any of the Services, forthwith upon the dispute having arisen. Should the dispute fail to be resolved in the time frames provided, the dispute shall be referred to the CCT for resolution in accordance with such procedures as the CCT may decide. Any of the parties to the dispute shall have the

right to appeal the decision of the CCT within a period of 5 Business Days of receipt of the CCT's decision.

13.4.11. General Operational Considerations

13.4.11.1. Statement of Methodology

13.4.11.1.1. General

Tenderers are required to submit a statement of methodology describing in detail how it intended to render the Services. The statement of methodology must be attached as an annexure (Specification Annexure P1 to P1.9) to the tender and will become a part of the contract. The FM Contractor will be required to comply with the Statement of Methodology in the provision of the Services, as amended through possible negotiations with the CCT and/or the issuing of Protocols or Service Notices. To the extent that any terms and conditions of this Contract are inconsistent (or cannot be interpreted in a manner which is consistent) with the Statement of Methodology, the relevant terms and conditions of this Contract will govern the rights and obligations of the FM Contractor and will apply to the exclusion or the modification, as the case may be, of the conflicting provisions in the Statement of Methodology.

By submitting their Tender applications, Tenderers grant the City the right to use any or all the information contained in their Statements of Methodology and/or Pricing Models regardless of whether the Tender is awarded to them or not.

13.4.11.1.2. Methodology and Pricing Returnable Schedules

Tenderers are required to prepare a detailed statement of methodology which describes their business and functional plans to (i) render the Services and (ii) to implement and fully comply with the FM Contract ("Statement of Methodology").

The Statement of Methodology must contain all the content described in this here, but Tenderers may also submit any further information which they believe will support their Tender applications and demonstrate their ability to render the Services and comply fully with the FM Contract.

The Statement of Methodology must be submitted in a format and with sufficient clarity to enable the City to calculate, as accurately as possible, the cost implications of any changes and modifications to Services it may deem necessary to make, prior to the award of the Tender and during the term of the FM Contract.

Tenderers are required to formulate their Statements of Methodology:

- a) following a turnkey approach, offering an all-inclusive service demonstrating expertise in all areas of the contract.
- b) on the basis of an integrated human resources model which provides for the cross-functional multi-tasking of Personnel and/or the allocation of responsibilities across functions, and which will meet and balance the following objectives: (i) service delivery requirements and standards of the FM Contract; (ii) maximum efficiency and economic viability; (iii) the City's intention to create as many job opportunities as possible through the implementation of MyCiTi without encouraging over-staffing; and (iv) the flexibility required in terms of the FM Contract (relating to the addition or subtraction of Services, functions and Personnel requirements during the term of the FM Contract);
- c) with a view to demonstrating how the staff managing the Facilities prior to the commencement of the FM Contract, will be accommodated, including how they will be retrained, where necessary.

13.4.11.1.3. Essential background Information

- a) Management Experience

Tenderers must provide proof that the main tendering entity has experience and expertise in managing all the different components of this contract in an integrated, turnkey manner.

b) Years of existence of tendering entities

As an initial indicator of expertise and experience, the tenderers must provide details as to the age of the tendering entity including sub-contractors. Where expertise and experience reside in a person, the years of experience will be used as a guideline. In the case of joint ventures/consortium/partnerships the relevant information of the entities forming the joint ventures/consortium/partnership must be included.

c) Management Practices

In order to establish the quality of management practices of the tenderer, the City shall look for proof of:

- Is the tenderer ISO9001 certified?
- If not, to what extent do existing management practices lend itself to ISO Certification and what is the estimated time frame for receiving certification?
- Does the tendering entity have an existing management structure that make provision for all main business areas including financial, administration, operations and human resources?
- What computerized systems are in place within the organisation to manage operations, how long has it been implemented and how well is it managed and maintained? Systems include but are not limited to:
 - Financial Management System;
 - Computerised Maintenance Management System;
 - Helpdesk System;
 - Incident recording system;
 - Any other systems that may contribute to the success of the contract.
- Does the tenderer have existing Standard Operating Procedures in their organisation?
- Does the tenderer have existing, documented Training Plans and Staff Policies in their organisation?

13.4.11.1.4. Human Resources

a) Management Structure

The FM Contractor shall submit a detailed organogram depicting the full organizational structure from executive and senior management to operational staff, including support functions such as human resources, finance and the like.

The typical structure of the staffing under the FM Contract should include:

Senior Management: Executive and senior management that will have a part to play in the High level management of this contract and who may be communicating with the CCT or with whom the CCT may need to communicate with from time to time.

Key Personnel:

The key personnel as required in the statement of methodology is listed below.

Title	Qualification	Years/Nature of Experience
Key Persons		

Title	Qualification	Years/Nature of Experience
Contract Manager	<ul style="list-style-type: none"> • NQF7 qualification in building management or contracts management. 	Manager with a minimum of 5 years' verifiable experience in managing contracts within the built environment with specific emphasis on facility management.
Manager: Maintenance Services	<ul style="list-style-type: none"> • NQF6 Qualification in technical field, for example an engineering discipline etc. 	Manager with a minimum of 5 years' verifiable experience as a manager in managing maintenance services in properties.
Manager: Security & CCTV Surveillance Services	<ul style="list-style-type: none"> • PSIRA registered with a Grade A security qualification. 	Manager with a minimum of 5 years' verifiable experience in managing security services.
Manager: Cleaning Services	<ul style="list-style-type: none"> • NQF3 Intermediate Certificate. 	Manager with a minimum of 5 years' verifiable experience in managing cleaning services
Manager: Cash receipting	<ul style="list-style-type: none"> • NQF6, tertiary finance/commerce qualification. 	Manager with a minimum of 5 years managerial experience that oversees the execution of the following functions pertaining to receiving, receipting, balancing, safekeeping and banking of cash.
Manager: Reconciliation	<ul style="list-style-type: none"> • NQF6, tertiary finance/commerce qualification. 	Manager with a minimum of 5 years managerial experience that oversees the execution of the following functions pertaining to the reconciliation of receipted cash and stock inventory.
Other Persons		
Supervisor: Information, Call Centre & Communications	<ul style="list-style-type: none"> • No Formal Qualification Specified 	Minimum of 3 years' verifiable experience in managing Information distribution, Call Centre's & Communications service.
Supervisor- Access Control, Validation and Fare Evasion	<ul style="list-style-type: none"> • No Formal Qualification Specified 	Minimum of 3 years' verifiable experience in Passenger Management, Access Control, Validation and Fare Evasion.
Facility Coordinator	<ul style="list-style-type: none"> • No Formal Qualification Specified 	Minimum of 4 years experience in coordinating and supervising the provision of facility management services

Other Personnel: A proposal of staffing level ratios (i.e. the number of supervisors overseeing how many cleaners), qualifications and cross-functional roles and responsibilities to meet service level requirements and ensure cost-effective execution of the Services;

Subcontractors: The functions and responsibilities of subcontractors and their employees, as well as the reporting lines between the FM Contractor and the subcontractors.

b) Subcontracting and Self Performed Services

Tenderers must provide a full description and details of all work which Tenderers intend to perform themselves and the Services they intend to subcontract keeping in mind that a turnkey approach is required.

In support of this section of the Statement of Methodology, Tenderers are required to complete Annexure P1.2 and Annexure P1.3.

Tenderers must describe the procedures to be followed to ensure that the subcontractors comply with the performance obligations in the FM Contract.

Notwithstanding any subcontracting, it is recorded that the FM Contractor shall remain liable for full and proper performance of the obligations under the FM Contract.

c) Further Submissions

Tenderers must submit:

- copies of the curricula vitae of the key Personnel who will execute the obligations in the FM Contract;
- details of the recruitment process that will be followed with special emphasis on how job losses of existing staff who are managing Facilities prior to the Commencement Date will be kept to a minimum;
- sample draft employment contracts that will be used in employing Personnel; and
- details of the strategies to be implemented with regard to Personnel, such as staff training plans, standards of conduct, disciplinary procedures and policies, incentive schemes and salary structures.

13.4.11.1.5. Operational Procedures

The Statement of Methodology must contain:

- a) an overview of the management and operational systems and structures to be implemented in order to carry out the FM Contract; and
- b) a full description of the proposed management and operational plan, including the following operational processes:
 - start of day procedures;
 - end of day procedures;
 - supervision and record-keeping relating to supervision;
 - dress code, which must comply with the City's Uniform Specifications (as more fully described in the FM Contract);
 - shift rotation schedules and methodology; and
 - any specific measures which may need to be taken in respect of the different functions.

13.4.11.1.6. Resources and Equipment

The Statement of Methodology must include:

- a) a full breakdown of the Tenderer's resources and infrastructure which will be used in the provision of the Services, including information systems, equipment and the like;
- b) a detailed description of the proposed accounting system, which should provide for adequate audit control;
- c) a list of the types of motor vehicles (make and model) that will be used to execute the services;

- d) a list of the types of equipment (including make and model and category of make where applicable) that will be used to execute the Services, taking into account any equipment that will be provided by the City, MyCiti Contractors and/or third parties as determined in the FM Contract.

13.4.11.1.7. Functional Plans

Tenderers shall develop and submit, as part of their Tender applications, plans which detail how they intend to comply with the FM Contract in relation to the following functions:

- Information, Call Centre's and Communication;
- Access Control, Validation and Fare Evasion;
- Security including surveillance;
- Cleaning;
- Technical Facilities Management;
- Landscaping maintenance;
- Cash Management Services.

Tenderers are required to indicate whether they have had prior operational experience in respect of any of the functions. In this regard, Tenderers are required to complete the Tenderer's Previous Experience and Track Record Schedule, Specification Annexure P1.1, and the Reference Questionnaire Schedule.

In connection with the security services, the FM Contractor shall include in the Statement of Methodology how it will deliver surveillance services.

The FM Contractor shall indicate what facilities it requires for the purposes of surveillance, keeping in mind the space limitations at the TMC, the number of cameras in existing MyCiti Stations and the possible future roll-out of Phase 2 of MyCiti.

13.4.11.1.8. Performance Management

In terms of the FM Contract, the FM Contractor is required to implement a performance management system and assess its own performance.

Tenderers are required to submit an outline of the methodology that will be used to measure compliance with the performance standards detailed in the FM Contract, taking into account that the FM Contract requires detailed performance evaluation formulae and criteria to be developed by the CCT and the contractor after the commencement of the FM Contract. Such methodology must also note the record keeping systems to be put in place to enable the City to verify the performance of the FM Contractor, as well as make provision for the safekeeping of these records and the City's access to such records.

13.4.11.1.9. Pricing Requirements

Tenderers are required to complete the Price Schedule as part of their Tender applications. Rates tendered in the Price Schedule will be the basis of payments made to the FM Contractor in terms of the FM Contract.

In compiling the Price Schedule, Tenderers must develop a pricing model which aligns with their Statements of Methodology and which incorporate the principles described in this section.

13.4.11.1.10. Overheads and Management Fee percentage

Overheads:

- A) All overhead costs that will not be directly impacted by the addition or removal of Facilities and/or Services must be priced separately. These are costs that are typically incurred in execution of the Contract that will not change. Such overhead costs include but are not limited to:

- the cost of senior members of staff (Including all key personnel);
- human resource functions;
- financial management;
- office rental; vehicles (Excluding self transport);
- equipment;
- telephone costs;
- FM Contractor Call Facility ,
- maintenance management software licences and hardware/software customisation; and
- other similar disbursements.

B) Overhead costs that are directly impacted by the addition or removal of facilities and/or services are to be included in the tendered hourly, monthly or percentage rate.

Management Fee Percentage:

The Management Fee Percentage will be included as a as a separate price able line item. The management fee percentage shall include the percentage mark-up the FM Contractor adds to the services rendered and approved during the invoice period to cover the tenderer's mark-up and profit.

13.4.11.1.11. Multi-tasking

It is recorded that while some of the Facilities are large and busy and may therefore require individual Personnel to perform different tasks during Operational Hours, many of the Facilities are small and may require only one or two Personnel to carry out most of the tasks falling within the Services. In the latter case, such Personnel may perform several Services at one or at several Facilities and/or be supplemented by roaming Personnel travelling between Facilities.

To this end cashier and security personnel are to be trained to provide basic passenger assistance (such as providing general information on services that operate from the facility at which they are provided) and manually opening of the station doors at the Station in the event of malfunction. In addition, the Facility Coordinator will be required to roam between facilities, coordinating and overseeing duties and must be trained in Health and Safety, emergency procedures and be a qualified first aider.

13.4.11.2. Operating Hours and Related Operational Considerations

A timetable indicating the Operating Hours at the Commencement Date is contained in Annexure J. The CCT may amend starting or ending times for any Facilities by issuing a Service Notice to the FM Contractor on 14 Days' notice.

All operating Facilities shall be fully manned and ready to operate at least 15 minutes before the first vehicle is scheduled to leave/arrive at that Facility.

Depending on ongoing operational requirements, some Facilities may:

- be closed during specific hours;
- require only certain Services during specific hours;
- require additional Personnel during certain hours;
- be closed temporarily or indefinitely (fully or partially).

The CCT will advise the FM Contractor of the operational requirements by way of Service Notices from time to time. In response to the foregoing, the FM Contractor will be entitled to recommend split shifts of certain Personnel to the CCT, or the CCT may instruct the FM Contractor to implement split shifts.

Should fewer Personnel be required as a result of any circumstances referred to above, the FM Contractor may continue to employ such Personnel at its own risk and cost.

The CCT will be entitled to vary the Operational Hours of Facilities on an ad hoc basis. Where such variations are of a temporary nature, being no longer than a week, and do not have the net overall effect of increasing the Operational Hours at a particular Station by more than 30 minutes on a given Day, the costs involved will be absorbed by the FM Contractor. Where the variations do have the net overall effect of increasing the Operational Hours at a particular Station by more than 30 minutes per Day, the FM Contractor will be entitled to payment per relevant function at the rates tendered, or rates based on the tendered rates and agreed to by the CCT.

13.4.11.3. Infrastructure and Facilities available to the FM Contractor

The FM Contractor will be entitled to use the infrastructure and facilities which are owned, managed or under the control of the CCT or third parties agreed at the commencement date or any other time during the contract terms.

13.4.11.4. Water and Electricity

The FM Contractor will be required to take all reasonable steps to contain or reduce the water and electricity consumption at the Facilities and will, as soon as it becomes aware, inform the CCT of any suspected excessive usage or leak.

13.4.11.5. Software

The CCT has acquired Maintenance Management Software / Information Management Software (called Forcelink) for use across all contracted services of the Directorate: Transport operation. The FM Contractor will purchase license/s for use by the FM Contractor and provide all additional hardware, hardware customization and software customization as may be required to execute the Services and allow for record keeping as required in this Contract. Where so provided, the FM Contractor will use such software to manage their maintenance obligations, and to report compliance-related information by others, as directed by the CCT by way of a Protocol, unless the CCT agrees otherwise in writing. The cost for implementing these requirements shall be charged in accordance with the tendered prices as provided for in the Price Schedule.

The FM Contractor will be entitled to enter into a contract directly with Acumen Software. Any contract between the FM Contractor and Acumen Software will expressly record Acumen Software's obligations to the CCT as determined by the CCT, and the CCT will be entitled, in its discretion, to require the FM Contractor and Acumen Software to enter into a tripartite agreement with the CCT in order to regulate the relationships amongst the three parties, and in particular in order to record Acumen Software's specific obligations to the CCT across all MyCiTi operations.

It is expressly recorded that all data and configurations on Forcelink will belong to the CCT and the FM Contractor shall instruct Acumen Software to transfer this to the CCT on expiry of the FM Contract for whatever reason.

The CCT may in the course of the contract replace the system with an alternative system. In the event of this occurring, the CCT will inform the FM Contractor of its intention through a service notice. The FM Contractor shall implement the new system in accordance to the instructions in the service notice and shall be entitled to charge the CCT at agreed rates or at the rates the CCT may already have obtained through an open tender process.

13.4.11.6. Supervision

The FM Contractor will ensure that there is adequate supervision of Personnel to ensure proper and timely execution of all the Services. Such supervision includes, but is not limited to, the deployment and management of all Personnel and co-ordination of the tasks across functions. The FM Contractor will ensure that sufficient Personnel are employed in supervisory roles for this purpose.

13.4.11.7. Job opportunities

It is recorded that it is the CCT's intention to create as many job opportunities as possible through the operation of MyCiTi, while still implementing an efficient and cost-effective human resources model,

To this end, the FM Contractor is encouraged to apply an integrated human resources model which provides for multi-tasking and/or the allocation of responsibilities across the different functions comprising the Services, without sacrificing the quality of service delivery required by this Contract.

13.4.11.8. Occurrence Book

The FM Contractor shall provide a durable Occurrence Book for each facility and other relevant areas to record the details required in this clause.

The Occurrence Book must be kept in a safe place at all times.

The date and time of every signing-on, signing-off, shift start and finish must be recorded.

Every event and incident must be clearly written in the Occurrence Book in the correct chronological sequence at the time of occurrence including but not limited to:

- Health and safety incidents;
- Incidents of fare evasion, bypassing of gates and bus doors;
- Security incidents;
- Visits to stations by Supervisors and Management from the FM Contractor and the CCT
- Incidents of vandalism or public unrest;
- Altercations with or between members of public.

No spaces may be left between line entries (i.e. no blank lines may be left open).

Every person making a record in the Occurrence Book shall sign and clearly print his/her name next to every entry.

As the records in an Occurrence Book may be needed as evidence, investigations or court cases, or to answer enquiries, all entries in the Occurrence Book must be recorded in English.

The Occurrence Book shall be archived in a safe and secure place and will remain available for inspection and use as evidence by the CCT at any time during this Contract and for 12 Months after the Termination Date.

Where approved by the CCT in writing, the Occurrence Book may be kept electronically.

13.4.11.9. Visitors Register

The FM Contractor will keep at each station a Visitors Register where every contractor visiting the station will be required to fill in their details, purpose of the visit, arrival time and departure time.

Every transaction where the security access card is used to allow people in or out of the station shall be recorded in the register in the same format as above.

The CCT reserves the right to verify the register against the tap records of the card and the FM Contractor will be liable for any variances.

13.4.11.10. Time and Attendance

The FM Contractor will be required to implement a time and attendance system for all Personnel. This may be in the form of biometric scanners installed at the stations at the cost of the FM Contractor.

13.4.11.11. Uniforms and Name Badges

MyCiTi Stations:

All Personnel who are required to fulfil their duties in view of the public (other than construction workers, and other categories to which the CCT may agree, or may specify by way of a Protocol) will wear uniforms as set out in the MyCiTi Uniform Specifications, ("Uniforms") whilst on duty.

The FM Contractor will allocate Uniforms for each function as identified in the Uniform Specifications. Where changes in the uniform specifications are contemplated, such proposed changes will be submitted to the Directorate: Transport Marketing Department for approval and will not be implemented until approval is granted.

Security Personnel, whether dedicated to Security Services or performing such Services as part of a process of multi-tasking, will wear the Security Uniform and, in addition shall be equipped with a torch, one set of handcuffs, a two-way radio and, where applicable, a whistle.

All other Personnel who are in direct contact with the public (other than members of its senior management, and as the CCT may exempt by way of a Protocol) are to wear the station ambassador Uniform indicated in the Uniform Specifications.

Where the Uniform is not prescribed with effect from the Commencement Date and the CCT has not given notice of a date in terms of this clause, the Uniform to be worn by Personnel will be navy blue pants and a white or light blue or navy blue shirt, or jersey or jacket (as provided by the FM Contractor), as well as a MyCiTi bib for males and females (to be worn by Personnel of the gender for whom the bib was intended).

Personnel who are not employed directly by the FM Contractor and who will be deployed at Stations permanently, shall in addition to the prescribed Uniform, also wear an approved name tag with the names of both the subcontracting company and the FM Contractor.

PTI's:

Personnel employed at these facilities shall wear the uniforms usually issued as standard equipment by the FM Contractor. Where the FM Contractor don't usually supply personnel with uniforms, the uniform specifications for MyCiTi Stations will apply.

General:

Subcontractors performing Services at Stations intermittently will wear the subcontracting company uniform, clearly marked with the subcontracting company name and logo.

The Uniforms contemplated in this clause shall be worn from the Commencement Date or from a date specified by the CCT in writing on 30 calendar days' notice to the FM Contractor.

If the Uniforms specified in clause are not available despite the FM Contractor taking reasonable steps to procure same, the Uniform to be worn by Personnel will be navy blue pants and a white or light blue or navy-blue shirt, or jersey or jacket (as provided by the FM Contractor), as well as a MyCiTi bib for males and females (to be worn by Personnel of the gender for whom the bib was intended).

The FM Contractor will take such reasonable steps as may be necessary to ensure that the Uniforms are kept in good condition and worn in a professional manner and in accordance with the standards required by the CCT.

Note: The cost of uniforms and the timeous replacement thereof must be included in the tendered rates for the various positions. No additional claims in terms of uniform procurement will be entertained by the CCT. Refer to Clause 5.3 of the Pricing Instructions.

13.4.11.12. Staff Transport

Generally, all Personnel undertaking private travel on MyCiTi vehicles shall pay for such private travel, including to and from work during the operating hours of other public transport services. For this purpose, they shall use their own Smart Cards or personalised Smart Cards paid for by the FM Contractor.

Personnel who, as part of their job descriptions, need to travel between Stations numerous times throughout the working day in the execution of their duties ("Travelling Staff") may use the MyCiTi System free of charge to the FM Contractor and the relevant Personnel, provided the CCT is satisfied that such travel is appropriate and regular enough to justify this concession. The CCT may change the way this is managed through Service Notices or Protocols but in general will require that the FM Contractor keep record of the staff movements to compare with tap data from the security access card.

It is recognized that the FM Contractor is obligated to provide staff transport for all post that start before or finish after the hours of public transport services. The FM Contractor is to include an allowance for staff transport in the rates tendered for the various posts in the price schedule to which this will apply. No additional claims in terms of staff transport will be entertained by the CCT. Refer to Clause 5.3 of the pricing instructions.

13.4.11.13. Risk to Passengers or to CCT assets

Where the CCT has reason to believe that any Personnel pose a risk to the safety or security of passengers, their belongings and/or the property of the CCT, or to the reputation of MyCiTi, the CCT may notify the FM Contractor in writing setting out the reasons for its belief, and the FM Contractor will be obliged to take all steps as may be necessary, including, where appropriate, conducting an immediate investigation into the allegations and effecting the suspension of such Personnel pending the finalization of appropriate disciplinary action.

The FM Contractor shall report to the CCT on the progress and outcome of investigations and disciplinary enquiries instituted and shall also include all relevant details in the Monthly Performance Report(s).

13.4.11.14. Checklist for Conduct and Quality of Personnel

In relation to MyCiTi Stations, it is specifically noted that, the priority duty is customer service. As such, the emphasis should be on employing personnel with a very strong aptitude towards customer service and then qualify them to also fulfill other duties such as security functions.

The FM Contractor shall ensure that all Personnel will:

- a) at the time of their appointment, have no criminal record relating to a crime of violence or of dishonesty, such as theft, extortion or fraud (and, in this regard, the FM Contractor shall provide proof to the CCT on request);
- b) undergo ad-hoc polygraph testing and if specifically requested by the CCT;
- c) carry out their duties as instructed by the FM Contractor;
- d) work shifts and/or overtime as and when required by the CCT;
- e) be in a physically and mentally fit condition for employment in the relevant function;
- f) report timeously for duty so as to ensure that facilities are ready 15 minutes before the first vehicle arrives/leaves and that Parking Areas are ready for operation at the scheduled starting time of Parking Management;
- g) daily sign on and off duty at the starting and finishing times of shifts;
- h) not leave their relevant posts during or at the end of a shift without being relieved or authorised by the FM Contractor to leave;
- i) duly record in the relevant Occurrence Book every shift change-over, safety incident, or breach by other Personnel or by passengers of the MyCiTi Rules, or other incidents / events;

- j) not be under the influence of intoxicating liquor and/or any drugs for the duration of his/her duty;
- k) not sleep on duty;
- l) when on duty, wear the prescribed Uniform, including having an identification card with photograph, and, where necessary, a raincoat or rain suit and any other protective clothing and footwear;
- m) when on duty, be in possession of a pocket book and pen;
- n) perform all duties with due regard to the provisions of any relevant code of conduct and all legal requirements;
- o) not use private radios and television sets or any devices playing sound (such as iPods) while on duty; and
- p) carry out any additional functions identified by the CCT from time to time.

13.4.11.15. Information, Call Centers and Communication

City of Cape Town's Transport Information Centre

The City of Cape Town has a public Transport Information Centre ("TIC"), located at the CCT's Transport Management Centre ("TMC") in Goodwood, which is operational 24 hours a day, 7 days a week. The primary role of the TIC is to provide the public with bus (including MyCiTi), rail and taxi information relating to routes, timetables, fares, ticket outlets, taxi interchanges, taxi ranks and park-and-ride facilities. The other role of the TIC is to log public transport issue, or complaint, related calls, which are then escalated by the TIC to the appropriate CCT Official to resolve.

Calls to the TIC related to MyCiTi issues which cannot be answered by the TIC, will be forwarded to the FM Contractor's call facility.

The FM Contractor shall familiarize itself with the roles, responsibilities and operations of the TIC and establish the necessary communications link with the TIC to fulfil its obligations in terms of this clause. In addition, the FM Contractor shall draft appropriate training and briefing material to enable efficiency and co-operation between the TIC and the FM Contractor's Call Facility. For more information, the FM Contractor shall refer to the TIC website

(<http://www.capetown.gov.za/en/transport/Pages/default.aspx>).

FM Contractor's Call Facility

The FM Contractor will establish a call facility, to be manned by its Personnel from 07h00 to 19h00 Mondays to Saturdays, to field calls directed from the TIC as provided in clause 13.4.11.15 ("Call Facility"). Such Personnel will be trained with regard to up-to-date and accurate information regarding MyCiTi, including but not limited to matters relating to lost property and other matters relating to the Services.

The FM Contractor's Call Facility will be responsible for:

- a) receiving and directing calls which are received from the TIC;
- b) receiving and directing written reports and complaints from the TIC, and responding to such reports with comment within 1 working day;
- c) recording of all calls for quality assurance purposes;
- d) logging calls received and closing off completed calls.

The cost of establishing and operating the FM Contractor's Call Facility is to be included within the FM Contractor's overheads.

13.4.11.16. Communication and Reporting to the CCT

13.4.11.16.1. Authorised Representatives

The CCT and the FM Contractor will notify each other, by no later than 5 Days after the Signature Date, of the identity and contact details of their Authorised Representatives who will represent them for the purposes of this Contract. Each Party will appoint from their Authorised Representatives one person who will act as their primary representatives ("Primary Representatives").

All Service Notices and similar notifications, other than legal notices, will be directed by the CCT to the FM Contractor's Primary Representative.

Without derogating from the generality of this clause, the CCT and the FM Contractor, as the case may be, will be entitled to appoint further Authorised Representatives for general administrative matters (for example in relation to specific shifts) and for operational matters (for example in relation to a scheduled event).

Each Party will advise the other of and changes or additions to its Authorised Representatives and their up-to-date contact details from time to time.

13.4.11.16.2. Monthly Performance Report

The FM Contractor's Authorised Representative/s shall provide the CCT's Authorised Representative/s, by no later than the 10th Business Day of each Month, with a written Monthly performance report in relation to the preceding Month for each Station and PTI and function ("Monthly Performance Report"). The extent of the Monthly Performance Report is subject to review and the CCT may elect to add or remove certain sections of the Monthly Performance Report (as described below) to create a more useful report.

The Monthly Performance Report shall include:

- a) the number of Personnel employed during the Month in question, including the positions in which they are placed;
- b) a roster reflecting the supervisors on duty for each shift carried out during the previous Month;
- c) the duty roster for all Personnel for the current (new) Month;
- d) attendance registers, which are to be signed daily by the Personnel, alternatively where their attendance is recorded electronically, copies of such electronic registers;
- e) reports on the performance and any matters relating to processes and procedures within each of the functions;
- f) all Personnel related matters, even if minor, relating to conduct, absenteeism and problematic areas, as well as the outcome of any disciplinary procedures;
- g) the condition of any Maintenance Areas and any maintenance defects and breakdowns, including when and to whom such defects and breakdowns were reported and their current status;
- h) any matter which the FM Contractor wishes to draw to the attention of the CCT or which, in the reasonable assessment of a prudent contractor in the position of the FM Contractor, should be brought to the attention of the CCT;
- i) readings of consumption of water and electricity at each Station and PTI (if available), recorded against the benchmark consumption for each Station and PTI and plotted against trends for previous Months (only if available for PTI's), and the same Month in the previous year (if available);
- j) copies of any documents and/or records which the CCT's Authorised Representative/s may request, such as payroll schedules, financial records, maintenance records, supplier invoices and the like, which may reasonably be necessary for the CCT to satisfy itself of the FM Contractor's compliance with its obligations in terms of this Contract;
- k) The performance Evaluation Matrix in as may be adjusted from time to time; and
- l) the outcome of the analysis of Performance Monitoring and Penalties for the Month, including all requested supporting documentation.

13.4.11.16.3. Management Meetings

The FM Contractor's Primary Representative or his/her delegate will be required to be available for:

- a) mandatory site meetings with the CCT's Primary Representative or his / her delegate as and when required or as otherwise agreed between the Parties;
- b) Monthly performance meetings at which issues of performance standards will be discussed and, where necessary, rectification measures will be discussed and agreed upon; and
- c) emergency / ad-hoc meetings to address unforeseen matters that require urgent attention.

13.4.11.16.4. Financial Reports

The FM Contractor shall, on request from the CCT and by a reasonable date specified by the CCT, supply any additional financial reports other than those supplied in the Monthly Performance Report.

13.4.11.16.5. Functions Reports

The FM Contractor shall, on request from the CCT and by a reasonable date specified by the CCT, supply any additional reports related to any functions to be performed in terms of this Contract other than those supplied in the Monthly Performance Report.

13.4.11.16.6. Liaison with the CCT

In addition to the management meetings, the FM Contractor will, in accordance with the management structure described in the Statement of Methodology, as may be amended at the election of the CCT or by the FM Contractor with the approval of the CCT from time to time, undertake liaison with staff of the CCT for the purpose of day-to-day management of the Contract, arranging monthly or ad hoc meetings, invoicing procedures and any ad hoc contractual matters that may arise in the course of the Contract.

13.4.11.17. Record-keeping

In addition to any other obligations in the Contract with regard to the keeping of any records, where any communication between the Parties is required to be in writing, both Parties will retain records of such communication for the duration of this Contract and for 3 years thereafter. Where communication is not in paper form (such as an sms or WhatsApp), then the Parties, exercising reasonable judgment as to the importance of the information contained in such communication, will be required to convert such information into paper form and retain it in terms of this clause, or send a confirmatory email of the dispatch of the sms, including the time, date and content of such sms.

13.4.12. Security

13.4.12.1. Security Services

The FM Contractor shall perform all the Services detailed in this clause 13.4.12("Security Services"), which includes but is not limited to the following functions:

- a) guarding of passengers, CCT Assets, Security Areas and all contents of Security Areas;
- b) managing and preventing the presence of vagrants in and around the Security Areas;
- c) inspections;
- d) operation of Response Units, where part of a security plan approved and reviewed by the CCT from time to time; including alarm systems
- e) surveillance of CCTV cameras at Facilities;

- f) remote surveillance from the TMC or such other location as agreed with the CCT;
- g) manage access and keeping record of duly authorised representatives from its own staff and contractors as well as any third party contractors to the equipment rooms in line with Protocols issued by the CCT as amended from time to time.
- h) at Gardens Station: managing the opening and closing of the skateboard park adjacent to the Station as well as managing access to the toilet facilities on the Station provided for use by skateboard park users.

13.4.12.2. Appointment of Security Personnel

In relation to MyCiTi Stations, it is specifically noted that, the priority duty is customer service. As such, the emphasis should be on employing personnel with a very strong aptitude towards customer service and then qualify that personnel to also fulfill other duties such as security functions.

The FM Contractor or the relevant body providing security services and all Personnel performing Security Services ("Security Personnel") shall, be appointed by the FM Contractor in terms of the Private Security Industry Regulation Act 56 of 2001 and registered with the Private Security Industry Regulatory Authority ("PSIRA"). Where applicable, proof of registration, qualifications and training in terms of this clause will be provided by the FM Contractor to the CCT before the relevant Security Personnel commence the Security Services.

The FM Contractor shall include in the monthly report described elsewhere a schedule of all Security Personnel deployed on the contract together with their PSIRA registration number and grading, highlighting any changes in the past month.

The FM Contractor will ensure that the Security Personnel are properly trained, instructed, supervised and disciplined in relation to the provision of Security Services as well as firefighting and emergency procedures.

13.4.12.3. Security Areas

The FM Contractor will provide the Security Services in and around the Security Areas.

Should Security Personnel observe incidents occurring inside the Security Areas or be informed about incidents that are likely to affect the Security Areas, they shall respond in accordance with the provisions of the emergency procedures and/or any Protocols issued by the CCT.

Should Security Personnel observe incidents occurring outside the Security Areas, they must follow the Protocols issued by the CCT (if any) in order to determine (i) whether they should render any Security Services and (ii) the manner and form of any such Security Services.

The CCT may instruct by Service Notice that the Security Area is expanded in future to include the remote surveillance of areas outside MyCiTi Stations, on the red busways and at PTI's with cameras and report incidents to the SSU for its action.

13.4.12.4. Guarding of Passengers and CCT Assets

The FM Contractor will:

- a) ensure that all the relevant Facilities are (i) unlocked and prepared and ready for service at least 15 minutes before the first vehicle is due to arrive at a given facility and (ii) locked and secure once the last Service has been completed and preparations for the next day have been executed. The FM Contractor will be required to manually set the intrusion detection system, installed by the APTMS Contractor, unless it is configured to automatically activate and de-activate at pre-set times;
- b) ensure the safekeeping of the keys and locks to all doors of the Facilities;

- c) at MyCiTi Stations, implement crowd control measures and ensure that passengers entering or leaving the Stations and Station Precincts are controlled and directed in such a way that (i) their safety and security is given the highest priority; (ii) they enter and leave the Stations within the time frames as may be indicated in Protocols and (iii) there is no damage to the assets of passengers, the CCT or the CCT's contractors; and
- d) ensure that the Security Areas are appropriately guarded during and outside of Operating Hours in order to ensure 24-hour protection of CCT Assets and those of the CCT's contractors.

13.4.12.5. Surveillance of CCTV Cameras at Facilities

The FM Contractor shall ensure that the CCTV surveillance cameras placed within the Facilities are regularly monitored for security purposes, performance management of Personnel and the reporting of faults, damage and incidents as aforesaid, in accordance with the procedures set out in this Contract.

The FM Contractor shall be required to place Personnel in the TMC to undertake surveillance ("FM TMC Unit"), to the extent and in accordance with the FM Contractor's Statement of Methodology.

The FM TMC Unit shall be responsible for the monitoring of the CCTV cameras installed by the APTMS Contractor, placed in key areas inside Facilities, within Facility Precincts and, more broadly, the Security Areas.

The purposes of the surveillance undertaken is to -

- a) where appropriate identify potential incidents, accidents, and crime, in the areas being surveyed and to report them to the SSU, the Personnel acting in supervisory roles at the various Stations and the MyCiTi Operations Call Centre in compliance with this Contract and any Protocol. The FM TMC Unit shall hand over control of the cameras monitoring an incident to the SSU for the duration of the incident;
- b) monitor the performance of the Personnel; and
- c) provide surveillance through CCTV cameras installed inside Stations to prevent fare evasion (in addition to physical access control and validation, or where Stations are unmanned, as the only mechanism for preventing fare evasion).

The remote surveillance function described in this clause is supplementary to the other Security Services described in the specifications, but the FM Contractor may, in appropriate cases, make use of the CCTV system to minimize guarding services at Security Areas after Operating Hours.

The FM Contractor shall appoint trained, skilled and competent persons, or appoint a relevant qualified subcontractor, to perform the reporting, monitoring and surveillance functions of the FM TMC Unit described in this clause.

The FM Contractor shall ensure that, in accordance with Best Industry Practice, an adequate number of FM TMC Unit Personnel are on duty at any given time during MyCiTi Operating Hours. It is recorded that, as at the Commencement Date, the CCT will make available up to four work stations for the work of the FM TMC Unit and the FM Contractor shall be entitled to make recommendations to the CCT in this regard.

The FM Contractor shall procure the training of its Personnel undertaking the security surveillance function through liaison with the SSU.

The FM Contractor shall be required to keep electronic records of incidents using the video footage obtained from the CCTV surveillance system installed by the CC Contractor. The CCT may permit the FM Contractor to link into its reporting system in which case this requirement shall fall away. The FM Contractor shall further review CCTV footage as relevant in response to queries from the public or from the CCT regarding incidents or issues of quality of Services.

13.4.12.6. Use of Remote Surveillance

Where the CCT has agreed, the FM Contractor will be entitled to use its remote surveillance system for after-hours protection with the assistance of the necessary Response Unit/s in order to reduce the cost of security.

13.4.12.7. Inspections

The FM Contractor shall appoint senior supervisory representatives who, at a minimum, are qualified as Grade B security officers ("Inspectors").

The Inspectors will be required to carry out regular visits to all the Facilities. There must be at least two such inspection visits per shift at each Facility. The number of inspection visits shall be in accordance with Best Industry Practice. The collection and dropping off of Security Personnel will not qualify as inspections by Inspectors.

As part of each inspection, the Inspector must:

- d) check that all Equipment and communication devices (including radios) are in good working order;
- e) ensure that the duty rosters of all Personnel for that Month (including their names and personnel numbers) are available at the Facilities; and
- f) after completing each inspection, record and sign details of each such inspection in the Occurrence Book.

13.4.12.8. Response Units

The FM Contractor shall ensure that, at all times, certain Personnel are trained in the procedures to be followed to respond to emergencies or incidents that may occur at Facilities and in Security Areas as provided in this Contract ("Response Unit/s").

The FM Contractor shall ensure that adequate mobile Response Units are available and suitably located to respond to emergencies within the time frames as set out in the Penalty Matrix.

The Response Unit/s will, where necessary, serve in a supervisory capacity as contemplated in clause 13.4.11.6 and be allocated to more than one Facility.

13.4.12.9. Armed Response

The FM Contractor shall provide the services of Armed response companies to monitor the intruder detection system at MyCiTi Stations and provide 24 hour armed response services, on a non-exclusive basis, to these facilities during and after operating hours or as directed by the CCT.

The monthly rate shall include all costs related to providing the service including amongst others:

- a) The submission of radio transmitters to the CCT's Authorized representative for testing of integration with the CCT's APTMS Systems;
- b) The initial procurement and installation of radio transmitters. Note, unless it is specifically indicated that the procurement cost is a deposit refundable on termination, any equipment paid for by the CCT shall become the property of the CCT;
- c) Any annual radio license fees payable;
- d) Provision of armed response services as required.

A schedule of intruder detection systems installed at MyCiTi Stations are included as Annexure K. The list is not exhaustive and the CCT may require further installations or monitoring services at additional facilities including PTI's. Such service shall be provided at the tendered rate and shall be activated by service notice.

13.4.12.10. Responses to emergencies

Security Personnel shall respond to any emergencies in accordance with the established emergency procedures agreed between the FM Contractor and the CCT set out in this Contract, as may be supplemented through Protocols.

13.4.13. Cleaning Services

The FM Contractor shall clean all the Cleaning Areas in accordance with the Cleaning Specifications (Annexure D) and this clause 13.4.13 ("Cleaning Services"), which will include but not be limited to the following:

- a) daily cleaning;
- b) deep cleaning;
- c) high cleaning;
- d) hygiene services and
- e) waste management.

13.4.13.1. Cleaning Methods, Materials and Equipment

The FM Contractor shall ensure that the cleaning Equipment, materials and methods used are not abrasive or detrimental in any way to any of the surfaces in the Cleaning Areas. In this regard, the FM Contractor must adhere to any requirements set out in the Operations and Maintenance Manuals.

The cleaning Equipment shall be kept in an excellent condition at all times.

The FM Contractor shall provide all Equipment and materials required to clean the Cleaning Areas, which may include, amongst other things, industrial-type vacuum cleaners, industrial auto-scrubbers, industrial multi-speed burnishers, hose pipes, industrial machine sweepers, mops, brooms, buckets, janitor trolleys, ladders, industrial carpet cleaners, industrial cleaning chemicals (environmentally friendly and SABS approved), personal protective clothing where needed (including face masks and gloves).

Cleaning materials required such as carpet cleaners and chemicals etc. are to be procured by the FM Contractor through a quotation process in accordance with CCT's Supply Chain Management procedures. The cost of these materials will be reimbursed at cost price from the Provisional Sum (item 8.1 of the Price Schedule). The CCT reserves the right to request proof of these costs and to refuse payment should the cost price be found to be exaggerated.

The FM Contractor shall provide Material Safety Data Sheets (MSDS) for all proposed chemicals and keep this available for inspection by the CCT. Any changes in chemicals must be approved by the CCT after submission of the MSDS information of such chemicals.

The FM Contractor shall ensure that no cleaning Equipment is left in any public spaces. It should also be noted that limited provision is made at the smaller Stations for the storage of cleaning Equipment. Accordingly, the cleaning Equipment stored at these Stations should be:

- a) small in size or able to be adjusted for storage in small spaces;
- b) kept to a minimum; and
- c) stored in the locker when not in use.
- d) Cleaning Personnel

The FM Contractor shall ensure that sufficient Personnel are employed to render the Cleaning Services ("Cleaning Personnel") and that such Personnel:

- a) are properly trained in the use of the cleaning Equipment and materials as well as in all relevant cleaning procedures and safety precautions to which they must adhere; and
- b) receive basic training on the operation of the cisterns and other flushing systems that are used in the toilets to enable them to report problems in a time-saving manner.

13.4.13.2. Toilet Facilities

As the toilet facilities (other than facilities in large Stations such as Civic) are not generally available for public use, the toilet facilities must be kept locked and only opened for cleaning or for public use upon request by a member of the public in the case of need. The toilet key will be kept by a member of the Personnel on duty at the Station.

13.4.13.3. General

13.4.13.3.1. The FM Contractor will furthermore ensure that:

- a) all necessary safety signage is used during cleaning to prevent any potential injuries of any persons using the Stations;
- b) Cleaning Personnel executing Cleaning Services along the Routes: (i) comply with all relevant laws and procedures; (ii) make use of the necessary safety signage and cones to advise the public of their activities and (iii) are safe when working along the streets around the Station Precincts;
- c) a contemporaneous record is kept of the main cleaning activities at each Station, including the time of day it was done, such as when floors were washed, when toilets were cleaned and when high-cleaning was done – and that such record is always kept available for inspection by the CCT;
- d) all taps in the Station are turned off when not in use;
- e) Cleaning Personnel oversee the general cleaning of drains and execute regular deep cleaning to avoid blockages in toilets;
- f) any toilet blockages are reported to the relevant persons to ensure timeous unblocking; and
- g) all doors, including fire protective doors, are closed after cleaning.

13.4.13.4. Precinct Cleaning

13.4.13.4.1. Basic Cleaning

Personnel will be responsible for basic cleaning inside the Facilities during off-peak times (i.e. when Stations/PTI's are quiet).

Basic cleaning will include but not be limited to:

- a) picking up litter (including edible waste and packaging irrespective of whether the selling and consumption of food/drink is or is not permitted within the precinct);
- b) dry wiping of surfaces up to a height of 3m;
- c) sweeping and mopping
- d) drying floor space inside the Station made wet by rain or damp carried in by the passengers' feet, regularly throughout the day;
- e) sanitising glass doors, access gates, and surfaces often touched by passengers;
- f) replenishing consumables inside toilets;
- g) empty and clean all ashtrays in the Precinct, before ashtrays are full; and
- h) keeping the Precinct in an overall neat and tidy condition.

13.4.13.4.2. Cleaning Times

The Station Precinct shall be cleaned in accordance with the Cleaning Specifications and will take place after Operating Hours of the Stations unless specifically indicated otherwise.

13.4.13.4.3. Deep Cleaning

Deep and steam-cleaning of the Stations must be undertaken periodically. In respect of the kiosks, offices (if any) and other locked-up areas, all cleaning (including deep and steam-cleaning) must be done during the Operational Hours of each Station. In respect of all other areas, deep and steam-cleaning must be done after Operational Hours of each Station.

13.4.13.4.4. High Cleaning

The FM Contractor acknowledges that the Cleaning Services will include the cleaning of all areas, surfaces and structures within Station Precincts, higher than 3 meters ("High Cleaning"). Accordingly, FM Contractor will ensure that it has the necessary cleaning Equipment and adequately trained Personnel to execute High Cleaning.

High Cleaning will include but not be limited to the following:

- a) electronic and other high signage;
- b) CCTV camera housings;
- c) monitors displaying CCTV footage;
- d) totem poles;
- e) external signage and
- f) external surfaces of Station building.

13.4.13.4.5. Hygiene Services

The FM Contractor shall execute Cleaning Services to ensure optimum levels of hygiene at all Cleaning Areas ("Hygiene Services"). The Hygiene Services must be performed at intervals which comply with Best Industry Practice or more frequently if required.

The Hygiene Services shall include but not be limited to:

- a) the servicing of bins used for the disposal of sanitary towels;
- b) pest control (including landscaped areas); and
- c) the provision of high-quality soap, toilet paper and hand towels and their replenishment as required.

The FM Contractor will implement a register at each Station to record all consumables used in performing the Hygiene Services.

13.4.13.4.6. Cleaning Area Cleaning – Excluding Precinct

The Cleaning Area will be cleaned in accordance with the Cleaning Specifications (Annexure D).

13.4.13.4.7. Retail Areas

Where retail areas are unoccupied, the FM Contractor will ensure that these spaces are kept clean to the same standards as the rest of the Station. Cleaning of the interior of Retail Areas will be the responsibility of the retailer.

13.4.13.4.8. Third Party Equipment

The FM Contractor will ensure that the external surfaces of all third-party equipment installed in the Station Precinct areas, excluding equipment in the equipment rooms, are kept clean, dust free and sanitized. This includes but is not limited to:

- a) CCTV Camera housings;
- b) Access gates and related equipment;
- c) Monitors;
- d) Bus Alignment Sensors
- e) Door Sensors

13.4.13.4.9. Waste Management

If so directed by CCT the FM Contractor will be responsible for waste management at all MyCiTi Stations and, if instructed by Service Notice, at selected PTIs.

The FM Contractor shall as part of their Statement of Methodology propose an Integrated Waste Management Plan in accordance with the requirements of the City of Cape Town's Integrated Waste Management By-law ,2009 that optimizes the way waste is collected and disposed of by a service provider accredited by CCT from sites to licensed waste disposal facilities, including recycling thereby maximizing the opportunity to contribute to an environmentally conscious service. Waste will be removed from sites daily or as directed by the CCT.

The Waste plan shall also show how the FM Contractor will pass on any income generated through waste management to the CCT.

Waste is to be removed from the facilities at least daily unless otherwise agreed with CCT.

13.4.14. Maintenance and Repairs

In this Contract, "Maintenance and Repairs" will be the collective term for (i) Preventative Maintenance and Servicing, (ii) Maintenance and Repairs and (iii) First Response Inspection & Repairs as elaborated on below.

The FM Contractor will be responsible for performing Maintenance & Repairs in the Maintenance Areas in accordance with this clause 13.4.14.

Certain equipment installed at MyCiTi Stations are excluded from this contract as it is maintained by the relevant contractors to the CCT. A schedule of this equipment is included as Annexure G. This schedule is not exhaustive and may be amended through a Service Notice.

It is expected that all facilities will be returned to the CCT at the termination of the contract in the same or better condition it was received by the FM Contractor. The onus is on the FM Contractor to, at the start of the contract, put on record the state of all facilities under its control and to show that it has met the requirements in terms of Maintenance and Repairs.

While the FM Contractor will not itself be required to undertake Maintenance and Repairs of any parts covered by the guarantees of third parties, the FM Contractor will be required to procure that such third parties undertake the necessary Maintenance and Repairs forthwith as and when required but is not required to institute any legal proceedings against such third parties unless the CCT agrees to indemnify the FM Contractors in respect of any such legal proceedings. In this regard the FM Contractor is authorized by the CCT to require such third parties to perform in terms of their guaranteed obligations.

The FM Contractor will take all reasonable measures to mitigate the risk of any latent defect in the Facility Precincts that falls within the knowledge of the FM Contractor or should have reasonably fallen within its knowledge and attention.

The FM Contractor will be obliged to report monthly to the CCT on the condition of the Maintenance Areas and to immediately report any latent and patent defects which it discovers, as provided in the Monthly Performance Report.

The FM Contractor will not be entitled to claim from the CCT the costs of any repairs necessary because of damage to the Maintenance Areas or any Equipment due to the negligence or incorrect use by Personnel or the FM Contractor's subcontractors.

The FM Contractor will perform any repairs required within the Designated Areas as a result of actions by other CCT contractors at the rates tendered in this Contract. If none of the tendered rates apply, the FM Contractor will be obliged to obtain quotes in accordance to the CCT's procurement process. Such repairs shall be executed after due liaison with the relevant CCT contractor and shall be billed directly to the relevant CCT contractor, provided that where such amount is not paid by the relevant CCT contractor concerned within 60 Days of due date:

- a) the CCT will on request by the FM Contractor and provided the CCT is lawfully entitled to do so, deduct such amount from amounts payable by the CCT to that CCT contractor and pay same to the FM Contractor; or
- b) Insofar as the repairs are covered by an insurance policy for which the CCT is responsible for taking out, the CCT will claim under such insurance policy and reimburse the FM Contractor accordingly.
- c) Where the City cannot recover such costs from the CCT contractor or through an insurance claim the cost will be carried by the City.

The FM Contractor will ensure that all repairs are carried out in the timeframes as described below, unless justification exists for an extension in this time and this has been cleared with the CCT prior to the termination of normal timeframes envisaged below. Any high priority maintenance or repairs shall be completed in the shortest possible time and will not be subject to these timeframes. Examples of high priority repairs include, but are not limited to:

- a) Health & Safety related repairs for example empty fire extinguishers, PA Systems not working, Fire Detection faults, Faulty Escape doors;
- b) Maintenance or repairs which if not executed immediately, may impact the security of the facility.

Where the FM Contractor has notified the CCT of any repair or maintenance required to any of the Maintenance Areas, such notification has been provided to the CCT in writing, the FM Contractor will be afforded a period of 10 Business Days to effect the necessary repairs or maintenance from the date of such notification.

Where the FM Contractor fails to notify the CCT timeously and the CCT identifies repairs or maintenance required to any of the Maintenance Areas and notifies the FM Contractor in writing accordingly, the FM Contractor will then be obliged to effect such repairs or maintenance within 3 Business Days from the date of such notification.

Failure by the FM Contractor to comply with the aforesaid provisions within the stipulated time periods will attract Penalties in accordance with the Penalty Schedule.

13.4.14.1. Maintenance Plan

The FM Contractor shall develop a ten-year maintenance plan for all equipment under this contract taking into consideration the present maintenance plan and the age of the stations. This maintenance plan shall be submitted to the CCT to assist with its long-term planning and budgeting and shall be presented to the CCT at a date determined by the CCT, which will allow the FM Contractor sufficient time to prepare such plan.

13.4.14.2. First Response Inspection and Repairs:

The FM Contractor shall have, or source Maintenance Teams tasked with visiting the facilities daily to investigate and as far as possible repair all maintenance calls logged or, where the repair requires escalation, report back to the FM Contractor's office for further action. The First Response teams must be adequately trained and skilled to perform a range of first line maintenance including but not limited to:

- Replacement of lamps;
- Reset of Sliding Doors Systems;
- Replacement of Sliding Door Remote Batteries;

- Programming and replacement of Sliding Door Remote Units;
- Basic plumbing repairs such as leaking taps, toilets not flushing, replacement of flushing mechanisms etc.
- General handyman services such as fitting of doors and hinges, lock replacements, repairs to cabinetry, replacement of broken tiles, ceiling boards, painting and any other repairs reasonably expected of a general handyman;
- Identify, document and report maintenance and repair work

13.4.14.3. Planned Maintenance

The FM Contractor shall have, or source Service Teams tasked with performing planned maintenance at the facilities in accordance with the Maintenance Plan and in accordance to the manufacturer’s specifications and any statutory service requirements as applicable. The Service Teams shall include but not be limited to:

- Sliding doors;
- Emergency doors;
- Roller Shutter doors;
- Fire Equipment;
- Fire Detection Systems, Public Address Systems and any other electronic systems;
- Electrical Installations;
- Air-conditioning and ventilation systems;
- Elevators;
- Safes;
- UPS Systems;
- CCTV Systems at PTI’s (to be confirmed);
- Gates and Fences;
- Civil and Structural;
- Plumbing;
- Parking Systems;
- Carpentry & cabinet making;
- Drains & Gutter Cleaning

The FM Contractor shall ensure that the following specific planned maintenance contracts that include personnel and material costs unless otherwise stated are in place with specialist service providers:

- i. Elevators – Pertaining to the elevators in Civic Station Zones 2 and 3;
- ii. Parking Equipment – Pertaining to access barrier for the busses at Airport Station;
- iii. Sliding Doors – Pertaining to the automatic sliding doors on all MyCiTi Stations and the bus arrays on all MyCiTi Busses. The current number of station and bus doorways fitted with the communication system are shown in the tables below.

Description	Number of doorways per vehicle on right side fitted with communication system	Number of vehicles in MyCiTi fleet
A : 18m Volvo (High floor)	3	8
B : 12m Volvo (High floor)	2	7
C : 12m Volvo (High floor)	2	37
D : 9m Optare (Low entry)	1	212
E : 12m Scania (High floor)	2	23
F : 18m Scania (High floor)	3	40
G : 18m Volvo (Low floor)	3	15
H : 12m Volvo (Low floor)	2	19

Description	Number of stations	Total number of	Number of
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		platforms at stations	doorways fitted with communication system
Station with 3 or more platforms	10	57	120
Station with 2 platforms	30	60	163
Total	40	117	283

The FM Contractor will ensure that all the components, structures and equipment listed in clause 13.4.14.3, as well as any other parts identified by the FM Contractor and/or the CCT for this purpose, are serviced at intervals and levels which accord with the requirements of the manufacturers of those components, structures and equipment.

The FM Contractor will keep records of all preventative maintenance services and make these records available to the CCT on request.

13.4.14.4. Reactive Maintenance and Repairs

The FM Contractor shall have, or source Repair Teams tasked executing repairs falling outside the scope of First Response and Planned Maintenance. The Repair Teams in general may be the same teams conducting First Response and Planned Maintenance provided that there is adequate capacity not to delay First Response or Planned Maintenance. It is not the intention of the contract to have separate teams unless this cannot be avoided.

The Repair Teams shall cover all the disciplines listed under First Response and Planned Maintenance

Reactive Maintenance and Repairs will also include such tasks as would reasonably be understood to constitute Reactive Maintenance and Repairs by a reasonable contractor in the position of the FM Contractor. In addition, the CCT will be entitled to add areas associated with and/or close to the Stations which require Maintenance and Repairs which the FM Contractor shall undertake at rates contained in the Price Schedule.

13.4.14.5. Sub-Contracting

Where the FM Contractor does not have the skills in-house and/or have indicated that it will sub-contract certain services, the FM Contractor shall procure these services and be reimbursed at the rates tendered in the Pricing Schedule.

13.4.14.6. Maintenance Costs

Maintenance services work shall be carried out at the rates tendered in the Pricing Schedule irrespective of whether the work is carried out directly by the FM Contractor or a sub-contractor. Materials used, except those included within planned maintenance contracts, shall be procured by the FM Contractor through a quotation process in accordance with CCT's Supply Chain Management policy and reimbursed at cost price from the Provisional Sum (item 8.1 of the Price Schedule). The CCT reserves the right to request proof of cost or to refuse payment should the cost price be found to be exaggerated.

Where no rate is tendered for any specific discipline, the FM Contractor shall submit three quotes to the CCT with motivation as to which to appoint. These rates shall be inclusive of vehicle costs, traveling, communication devices, tools, uniforms and any other costs required to perform these services.

The FM Contractor will not be allowed to directly render any maintenance and repair works where the combined labour and material cost of such works is expected to exceed the CCT SCM Policies requirement for open tenders, Where such work is required, the FM Contractor

will follow an open tender process to procure such services and the FM Contractor will not be entitled to tender as this will compromise the fairness of the tender process.

The CCT may require the FM Contractor to oversee and manage maintenance and repair works procured through the tender process referred to above. The FM Contractor shall be entitled to charge for this service at the rates as contained in the Price Schedule.

13.4.14.7. Professional Services Personnel

In the execution of Major Repairs and similar projects the CCT may from time to time require of the FM Contractor to provide Professional Services. For the sake of this contract Professional Services shall refer to Project Managers, Engineers and Quantity Surveyors.

The Price Schedule in Section 5, Project Personnel requires of the FM Contractor to tender hourly rates towards these services in three categories for example Senior Engineer, Engineer and Junior Engineer. Tenderers are required to tender rates in the following disciplines:

	QUALIFICATION	YEARS OF EXPERIENCE
DELETE "Contracts Manager"		
Senior Quantity Surveyor	Professional Quantity Surveyor registered as such in terms of the Quantity Surveying Professional Act, 2000	Minimum of 10 years quantity surveying experience after registration as a Professional Quantity Surveyor
Quantity Surveyor	Professional Quantity Surveyor registered as such in terms of the Quantity Surveying Professional Act, 2000	Minimum of 5 years quantity surveying experience after registration as a Professional Quantity Surveyor
Junior Quantity Surveyor	Candidate Quantity Surveyor registered as such in terms of the Quantity Surveying Professional Act, 2000	-
Senior Project Manager	Professional Construction Project Manager registered as such in terms of the Project and Construction Management Professional Act, 2000	Minimum of 10 years construction management experience after registration as a Professional Construction Project Manager
Project Manager	Professional Construction Project Manager registered as such in terms of the Project and Construction Management Professional Act, 2000	Minimum of 5 years construction management experience after registration as a Professional Construction Project Manager
Junior Project Manager	Candidate Construction Project Manager registered as such in terms of the Project and Construction Management Professional Act, 2000	-
Health and Safety Manager	Construction Health and Safety Manager registered as such in terms of the Project and Construction Management Professional Act, 2000	Minimum of 5 years construction health and safety management experience after registration as a Construction Health and Safety Manager
Senior Engineer	Professional Engineer registered as such in terms of the Engineering Professional Act, 2000	Minimum of 10 years professional engineering experience after registration as a Professional Engineer

Engineer	Professional Engineer or Engineering Technologist registered as such in terms of the Engineering Professional Act, 2000	Minimum of 5 years engineering experience after registration as a Professional Engineer or Engineering Technologist
Junior Engineer	Candidate Professional Engineer or Engineering Technologist registered as such in terms of the Engineering Professional Act, 2000	-

For each of these disciplines a Senior shall refer to a professional with a minimum of 10 years' experience in the relevant field of expertise; a Junior shall refer to a professional with less than 5 years' experience and a professional without any prefix shall mean a professional with 5 to 10 years' experience.

Tenderers are required to complete Annexure P1.5 to the returnable schedules to demonstrate access to these resources and attached a short CV of each nominated personnel clearly demonstrating their experience. For Engineers this shall apply to all relevant engineering disciplines including but not limited to Electrical, Civil, Structural, and Electronics.

In this contract a "Project Manager" shall refer to a suitably qualified individual put in charge of a specific project to manage the project from start to completion within the set budget, time frame and deliverables.

13.4.15. Landscaping Services

The FM Contractor will be responsible for providing landscaping services, as specified in Annexure E, at:

- a) the Precinct Landscaped Areas, in accordance with the Precinct Landscaping Specifications ("Precinct Landscaping Services"), provided that the Precinct Landscaping Services were included as a component of the Services at the date the Tender was awarded to the FM Contractor; and
- b) the Route Landscaped Areas, in accordance with the Route Landscaping Specifications ("Route Landscaping Services"), provided that the Route Landscaping Services were included as a component of the Services at the date the Tender was awarded to the FM Contractor.
- c) Selected PTIs as directed by the CCT

The FM Contractor will be responsible at its own cost for the disposal of all landscaping waste generated by the landscaping services to licensed waste disposal facilities.

The FM Contractor shall as part of their Statement of Methodology propose an Integrated Waste Management Plan in accordance with the requirements of the City of Cape Town's Integrated Waste Management By-law, 2009 that optimizes the way waste is collected and disposed of from sites to licensed waste disposal facilities, including recycling thereby maximizing the opportunity to contribute to an environmentally conscious service. Waste will be removed from sites daily or as directed by the CCT.

Materials required for landscaping services e.g. fertilizer, compost etc. shall be procured by the FM Contractor through a quotation process in accordance with CCT's Supply Chain Management procedures. The cost of these materials will be reimbursed at cost price from the Provisional Sum (item 8.1 of the Price Schedule). The CCT reserves the right to request proof of the costs and to refuse payment should the price be found to be exaggerated.

13.4.16. Rental of Chemical Toilets and Guard Huts

The FM Contractor shall be required to from time to time, as required by the CCT, provide and service chemical toilets and/or guard huts at facilities covered under this agreement.

The rental charge for chemical toilets shall include:

- Delivery to site;
- Collection from site;
- Servicing of units three times per week;

Servicing shall include:

- Vac Pump the waste tank until completely empty
- Clean toilet seat, replace if broken
- Clean all internal walls and floor
- Add the recommended dosage of approved chemical and enough water to cover solid waste
- Replenish toilet paper
- Refill water for hand basin and flush system
- Test flush system and pump *
- Ensure toilet is on a level surface
- Check door locks
- Deodorize
- Flush the toilet until all liquid has been purged out of the flush line and only air is being pumped through **
- Add sufficient water to cover the filter by at least 20mm **
- Flush the toilet until the flush line is fully charged with chemical mix **

**Full flush and hand basin toilets*

***Recirculating toilets*

All toilets shall be lockable inside and outside.

Description of Toilets:

Toilet Type 1:

- Non-flushable
- No hand wash basin
- Lockable inside and outside.

Toilet Type 2:

- Chemical flush toilet
- Hand wash basin
- Lockable inside and outside.

Description of Guard Huts:

Guard Hut Type 1:

1m x 1m with windows all round.

Guard Hut Type 2:

1.5m x 2m with windows all round

13.4.17. COVID-19 protocols

The Contractor shall follow all City of Cape Town protocols related to COVID-19 as instructed and updated by Service Notice from time to time.

13.5. Specifications specific to MyCiTi Stations:

13.5.1. Personnel

Skills, Training and Development

The FM Contractor shall identify candidates with the aptitude and capacity to be able to execute the various obligations in this Contract. It is specifically noted that, the priority duty is customer service. As such, the emphasis should be on employing personnel with a very strong aptitude towards customer service and then qualify that personnel to also fulfill other duties such as security functions.

Where necessary, the FM Contractor shall provide training to Personnel in relation to their specific tasks and functions to ensure that they have the necessary skills to render the Services and that they understand and can meet the FM Contractor's obligations and undertakings in terms of this Contract.

The FM Contractor shall further ensure that Personnel have sufficient training on the functions of other Personnel in order to provide back-up support in the event of temporary absence of some Personnel and for the purposes of multi-tasking (as contemplated in clause 13.4.11).

The FM Contractor is aware that there will be any number of independent service providers offering some form of service to the MyCiTi project and all these personnel will be seen in the eyes of the general public as MyCiTi staff and are therefore custodians of the MyCiTi brand and its reputation. In this regard the FM Contractor acknowledges, and undertakes to comply, as far as is reasonably possible, with the principles and objectives expressed below:

- a) MyCiTi is a service brand. The integrity of the brand, its standards and its personality are more important than in the hands, minds and actions of all MyCiTi personnel working when may have contact with the public, whether they are employed by a contractor such as a FM Contractor, or by the CCT (all referred to as "MyCiTi staff").
- b) As such, there is a need for a uniform code of conduct MyCiTi staff. They are the first contact point for customers and based on this interaction the public will have either a positive or a negative impression of the entire MyCiTi service.
- c) The CCT requires of anyone working on the MyCiTi project to be proud of the position they hold, their part in changing public transport in Cape Town, and to make this pride translate into everything they do.
- d) MyCiTi staff must at all times be smartly dressed, presentable and polite. They must be helpful and proactively offer informed advice to any member of the public who requires assistance.
- e) MyCiTi staff must view their role as more than functional. Their role is also to make every journey a better experience for every customer they meet. The public must look forward to their interactions with the MyCiTi team. The FM Contractor is required:
 - to make their staff available for MyCiTi customer and communication training by MyCiTi service providers, and to train its staff in these disciplines, as required;
 - participate fully in MyCiTi promotional activities that promote the service and the MyCiTi brand;
 - to circulate MyCiTi publications and material directed at MyCiTi staff as well as that directed to the public (of which the staff should take note) to their staff;

- to take responsibility as employers and holders of the SM Contract for ensuring and upholding the brand service standards as outlined above and as may be supplemented through Protocols or as a result of training;
- to take prompt action to resolve any failure to deliver according to the MyCiTi service standards;
- to view itself and its staff as much a part of making MyCiTi a success and a superior service for customers as any CCT employee and participate wholeheartedly and with pride.

The cost for the above activities shall be for the account of the FM Contractor. However, where the CCT itself provides training and materials, the cost of the trainer and all other costs shall be for the account of the FM Contractor. If agreed by the CCT, the venue will be at the CCT's cost.

The FM Contractor shall supply trainers to be trained by the AFC Contractor, and such trainers shall train all new Personnel as may be required. This shall also apply to top-up training as and when required. The FM Contractor shall provide or arrange for the relevant training venue and for the duplication of training material provided by the AFC Contractor. The FM Contractor shall liaise with the AFC Contractor regularly before any training is to take place to ensure that the most up-to-date training material is available.

Where replacement trainers have to be trained by the AFC Contractor, due to Personnel changes or additions, this shall be for the account of the FM Contractor, at the training rates set out in the agreement between the CCT and the AFC Contractor.

13.5.1.1. Public / Passenger-related Obligations

13.5.1.1.1. Walk-in Centre and Information Desk

The CCT will provide the FM Contractor with space at the Civic Station for the purposes of a walk-in centre for the public, which the FM Contractor shall be required to furnish and equip as necessary and to operate during the Operational Hours of the Civic Station.

The walk-in centre will perform multiple functions.

The FM Contractor shall be required to operate an information desk at the Civic Station.

13.5.2. Equipment

The FM Contractor shall be entitled to use any of the Equipment owned by the CCT or third parties as listed in Annexure G.

The FM Contractor shall not be responsible for the installation and maintenance of the Equipment listed in Annexure G. Such Equipment shall be installed and maintained by other parties, such as the APTMS and the AFC Contractor.

The FM Contractor shall safeguard and monitor all Equipment (whether owned by the FM Contractor or not) in order to ensure that it is at all times in proper working order.

In relation to Equipment listed in Annexure G, the FM Contractor shall immediately report any failures or malfunctions in terms of a Protocol issued by the CCT to arrange for the necessary repair or replacement.

In relation to Equipment not listed in Annexure G, the FM Contractor shall itself immediately repair or replace such Equipment in accordance with this Contract.

The FM Contractor shall ensure that the batteries (including replacement batteries) and other necessary parts, in respect of all Equipment, are serviceable and immediately available, when needed.

The FM Contractor shall insure its own Equipment, infrastructure and facilities.

The CCT shall provide the FM Contractor with 2 sets of keys for each Station under the control of the FM Contractor. Should any keys or locks be lost or damaged, the FM

Contractor shall be responsible for replacing those locks and keys at its cost and shall advise the CCT accordingly.

13.5.3. Rules of Conduct

In addition to laws of the country and the municipal by-laws, the CCT has issued rules of conduct in terms of Section 2(3) (a) of the Control of Access to Public Premises and Vehicles Act (referred to as the "Access Act") with which persons using the Stations and buses must comply ("the MyCiTi Rules").

These rules are available on the MyCiTi website, presently at <https://myciti.org.za/en/passenger-information/travel-information/myciti-rules/> or at an amended location as the CCT may notify the FM Contractor.

The FM Contractor shall ensure that the Personnel are at all times aware of and familiar with the MyCiTi Rules, including any changes to such rules.

When the Personnel use the MyCiTi system, they shall be exemplary in complying with the MyCiTi Rules.

The FM Contractor shall be vigilant in enforcing the MyCiTi Rules and, where transgressions are committed, shall take appropriate action in compliance with Protocols against passengers or Personnel.

13.5.4. Scheduled Events

The CCT provides MyCiTi vehicle transport services for approximately 15 to 20 scheduled events per year, in relation to which the CCT shall issue a Service Notice to the FM Contractor.

Where events impact other regions, the FM Contractors for such other regions shall follow the operational plan as developed by the appointed FM Contractor and as approved by the CCT. To this end the other FM Contractors shall allow the deployment of event personnel on the stations under their management to execute the services.

The CCT may itself develop an operations plan for each such scheduled event and distribute it to the FM Contractor to plan and operate the Stations in accordance with the operations plan. Alternatively, the CCT may require the FM Contractor to develop the operations plans in relation to the Services to be rendered during the scheduled events and, if so, may accept or amend such plan.

In relation to Services for scheduled events, the FM Contractor:

- a) may only charge for Services according to the Price Schedule.
- b) on request from the CCT and prior to the scheduled event, shall submit to the CCT a detailed schedule of costs, according to the Price Schedule, confirming the cost for the scheduled event.
- c) must provide adequate resources and staffing to operate the Stations during scheduled events, as determined by the event size and any service notices issued by the CCT; and
- d) must ensure that each affected Station remains operational until the last MyCiTi vehicle making use of such Station has completed its Route.
- e) shall take overall responsibility for the management and coordination of Services for special events including drafting the operations plan, liaison with other Contractors, ensuring that the VOC hire in additional vehicles according to the approved operations plan, the activities at the Stations, scheduling of PODS, marshalling of vehicles and communication with the VOC to send or remove vehicles.

As many events take place on weekends, including Sundays and Public Holidays, it is important to note the following relating to staffing costs for events:

- Only employees earning below the threshold as contemplated and amended by the Minister in terms of Section 6. (3) of the BCEA shall be entitled to overtime pay. For

sake of clarity, the threshold is set at R205, 433.30 per annum (as at 2 September 2019).

- All event staff shall be paid at the contracted rate irrespective of the day of the week. However,
 - a. In the case where ordinary shifted staff hours are extended due to an event, irrespective of the day of the week, he/she will be remunerated at 1.5 times the extended hours worked, e.g. where a station is required to stay open for another hour due to the ending time of the event.
 - b. Where event staff is required to work a shift that extends beyond 8 hours, the time beyond the 8 hours shall be paid at 1.5 times the extended hours worked.
 - c. In the case where an event takes place on a Public Holiday:
 - i. Where ordinary shifted hours are extended, the extended hours shall be remunerated at 2 times the extended hours worked.
 - ii. Where event staff is required to work a shift that extends beyond 8 hours, the time beyond the 8 hours shall be paid at 2 times the extended hours.
- All instances where overtime may be claimed are subject to the FM Contractor providing acceptable motivation for extending working hours and the CCT approving this before the event.

Hours:

Event staff is required to be on duty one hour (1) before the start of the services as required in the service notice for the event. This is to allow for the briefing, placement and other logistical aspects that may be required before the services commence.

13.5.5. Transport and Use of Vehicles on Routes

Where necessary, the FM Contractor shall apply, in terms of the CCT's by-laws, for permission to use any vehicles on the Routes for the purpose of rendering the Services, by completing the application contained in Annexure H.

13.5.6. Lost Property

The FM Contractor shall be responsible for establishing a system of recovering lost property found at Station Precincts, Parking Areas and Stops and on MyCiTi vehicles.

This system shall include detailed hand-over procedures of lost property between different Personnel, staff members of any other contractor contracted by the CCT, CCT staff or other relevant parties. The system must include a database which records the nature of the lost property (including the main contents of any items), the time, date and place of its discovery, the name of the person(s) who handled the lost property and the name of the person who handed back the lost property to its rightful owner.

The FM Contractor shall ensure that reasonable steps are taken to contact the owner of the lost property (if the identity and contact details can be ascertained), and that reasonable steps be taken to ensure that any person claiming an item is indeed the owner or a person who has a right to claim such property.

The FM Contractor will be provided with a small space at the Civic Station at which a limited amount of lost property can be stored, and where customers may apply for the return of their lost property. Lost property articles that are not able to be stored at the Civic Station facility must be stored off-site at a safe location provided by the FM Contractor at its own cost.

The FM Contractor shall also be responsible for the safe storage of such lost property for a period of 3 Months. Any lost property not claimed by the end of the 3 Month period shall be handed over to the CCT. If so requested by the CCT by way of a Service Notice, the FM Contractor shall dispose of such unclaimed lost property for a fee to be agreed upon between the Parties.

13.5.7. Passenger Assistance: Ambassadorial Services

The FM Contractor shall train Personnel on how to provide Passenger Assistance. In this Contract, "Passenger Assistance" includes, but is not limited to, assisting passengers in relation to the following:

- a) providing information on the MyCiTi system, such as information about the purchase and recharge of Smart Cards for purposes of bus travel and parking, where complaints may be lodged and generally how to navigate the MyCiTi System;
- b) way-finding to key destinations in the vicinity of the MyCiTi Stations and Stops; and
- c) providing other relevant information, such as links to other public transport services, such as rail.

Personnel are required to display a helpful and customer-friendly attitude at all times, and in particular when providing Passenger Assistance. The FM Contractor's employee recruitment and Personnel management must take this into account.

Where new Stations become operational, the FM Contractor shall ensure that experienced Personnel are placed at these Stations to provide Passenger Assistance.

Where there is an expansion of the Services to be rendered or new Stations become operational, additional Personnel may be made available for the provision of Passenger Assistance for a period of 3 Months (or for a different period determined by the CCT by way of a Service Notice which shall specify the period as well as the relevant Personnel requirements). The CCT shall pay for such additional Personnel in accordance with the Price Schedule.

13.5.8. Call Centre & Communications

MyCiTi Operations Call Centre

It is recorded that the CCT is establishing a MyCiTi Operations Call Centre at the TMC. It is not a public call centre. The role and responsibility of the MyCiTi Operations Call Centre will be to deal with all calls related to MyCiTi operations in particular, in order to ensure integration between the various operational functions, such as the VOCs, AFC Contractor, APTMS Contractor, FM Contractor and the CCT, in the overall operation of the MyCiTi Service. The MyCiTi Operations Call Centre will be installed and operationally manned by the APTMS Contractor until such time it is taken over by the CCT.

Personnel shall report all equipment and service-related faults, emergencies, incidents and similar occurrences in and around Station Precincts and Parking areas to the MyCiTi Operations Call Centre, via the communication system installed at the Stations referred to in clause 13.5.8.1 and otherwise, in terms of the appropriate Protocols.

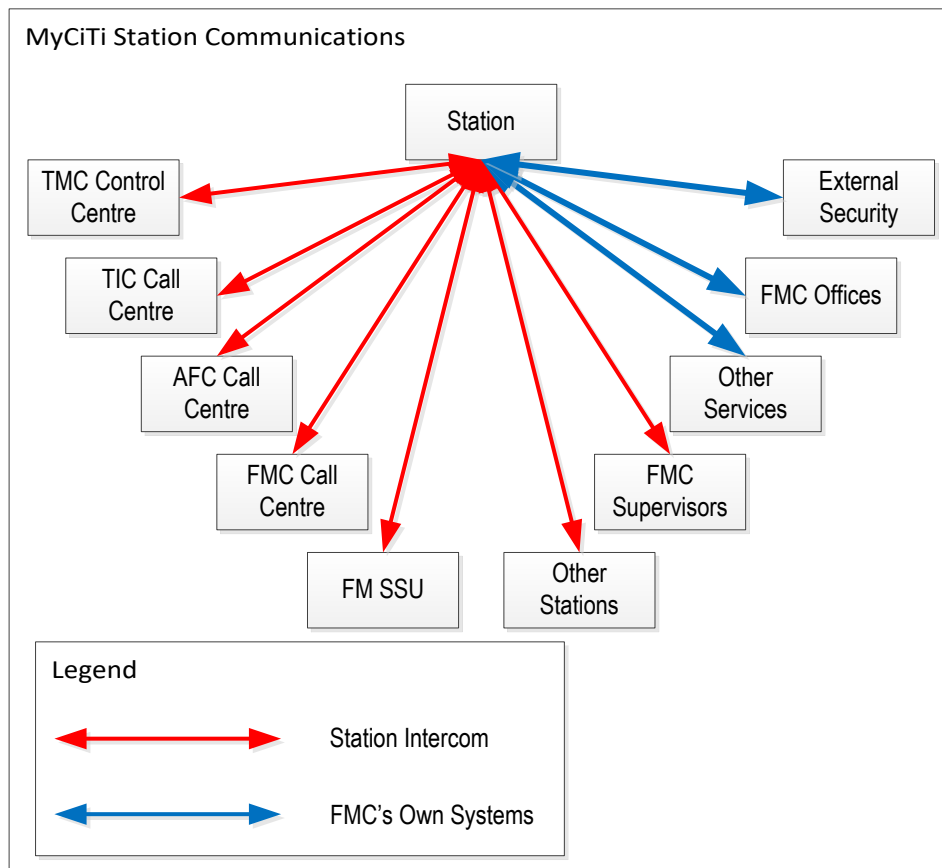
It is the intention that all such faults/emergencies/incidents reported to the MyCiTi Operations Call Centre will be logged by the MyCiTi Operations Call Centre. The FM Contractor shall be required to log the status of all calls re-directed to the FM Contractor Call Facility by the MyCiTi Operations Call Centre so that those calls may be tracked to their conclusion and signed off by the relevant party who attended to the call.

In relation to the FM Contractor's obligations, these records will be used to assist the CCT with performance management of the FM Contractor and all other MyCiTi contractors.

13.5.8.1. Communication and Reporting of Faults, Incidents and Emergencies

It is recorded that reporting and communication requirements in this clause 13.5.8.1 may be refined and/or amended from time to time through Protocols.

The FM Contractor shall use the intercom system provided for in clause 13.5.8.1, and its own communication system, for the uses as is illustrated below.



An intercom type communication system, which will link all the Stations with the MyCiTi Operations Call Centre and the FM TMC Unit (as defined and described in this clause), has been installed and is maintained by the APTMS Contractor.

This intercom system shall be used by Personnel, all of whom have an obligation to communicate all Equipment and service-related faults to the MyCiTi Operations Call Centre, which shall log and track such faults, and direct the rectification of the faults to the appropriate party/parties (which may be the FM Contractor, the CCT, one of the MyCiTi Contractors or a third party).

This intercom system shall be used by Personnel to communicate emergencies other incidents and thereafter log such emergency or incident with the MyCiTi Operations Call Centre. The MyCiTi Operations Call Centre shall log and track such emergencies and incidents and call the appropriate law enforcement agencies and/or emergency service providers to respond. Personnel shall also be trained to judge and respond appropriately to any given situation, including themselves contacting the appropriate law enforcement agencies, emergency service providers and/or Response Units, such as when the intercom/communication system is not operational.

The intercom system will essentially be a speed-dial type facility. In the Station kiosks this speed-dial will have prescribed channels for emergency services, SSU, AFC Contractor, CC Contractor, TIC, FM Contractor and MyCiTi Operations, which Personnel will use to communicate all faults/emergencies/incidents requiring a response. Inside each Station pod / platform an intercom will also be provided, with programmed speed dials to the TIC (for redirecting to all other relevant numbers) and to emergency services. The facility to further direct calls to different numbers within the FM Contractor's operations will not be provided by the CCT and must, therefore, be provided by the FM Contractor. However, it shall be possible for the calls from intercoms on the Stations to be put through to the FM Contractor's main telephone number, via the TIC, from where such calls can be further directed by the FM Contractor (subject to its own telecommunication equipment).

In addition to the primary communication system in clause 13.5.8.1, the FM Contractor shall ensure that a communication system is in place to enable Personnel within Station Precincts,

Security Areas and any adjacent Parking Areas to (i) communicate with one another, (ii) to contact emergency service providers where the primary communication system in clause 13.5.8.1 is not operational; and (iii) contact Response Units. This additional communication system may consist of devices such as mobile telephones and two-way radios with an adequate range to ensure good communication.

The FM Contractor shall ensure that Personnel are trained in the use of the intercom system implemented by the APTMS Contractor, and in the FM Contractor's internal communication system. The FM Contractor shall also ensure that Personnel adhere to the required procedures and Protocols for the logging and status tracking of its internal calls with the MyCiTi Operations Call Centre.

The communication system linking the Personnel and the FM TMC Unit will be vital to the uninterrupted execution of the Services and, accordingly, the FM Contractor shall ensure the communication system is operational 24 hours a day, 365 days of the year. Any problems with the communication system shall be directed to the MyCiTi Operations Call Centre.

13.5.9. Access Control, Validation, Gate Surveillance and Fare Evasion

13.5.9.1. Passenger Control

The FM Contractor undertakes to take all reasonable steps to implement crowd control measures, prevent fraud and fare evasion at the Stations and to manage passengers entering Stations to ensure that:

- a) only validated passengers enter Stations and MyCiTi vehicles;
- b) passengers are actively encouraged to board MyCiTi vehicles if the MyCiTi vehicles have the capacity for such additional passengers, provided that the MyCiTi vehicles are not filled beyond their legal capacity; and
- c) when required, emergency procedures are executed to ensure the safe evacuation of Stations.

13.5.9.2. Access Personnel

Certain Personnel present in Stations shall be tasked with performing the function of access control, validation, gate surveillance and preventing fare evasion ("Access Personnel"). The Access Personnel shall also be involved in Passenger Assistance, as contemplated in clause 13.5.7.

The FM Contractor shall procure special training from the AFC Contractor for the Access Personnel regarding the functioning of the access gates and other access control Equipment.

Access Personnel shall be trained in taking appropriate action in the event of fare evasion such as tailgating or climbing over gates, including citizen's arrest and the handover of suspects to law enforcement officials.

Access Personnel shall be trained in the authorized actions which may be taken to facilitate access to the Stations and the standard procedures or Protocols to be followed in the event that the access gates fail to operate correctly due to a power failure, system malfunction, breakage of parts or any other reason. Such standard procedures may include, but are not limited to, the use of hand-held verification devices and the manual overriding of access gates.

The FM Contractor shall be directly responsible for fare evasion at stations and more specifically where fare evasion takes place in the following areas:

- a) Station Entrances;
- b) Between busses and station sliding doors;
- c) Over station fences;
- d) Through any other openings at a station.

Where fare evasion occurs at a station, the FM Contractor shall take all reasonable steps to apprehend the fare evaders without causing delays to the service. In the case of it not being possible, the FM Contractor shall inform the next scheduled station who shall take action as described above.

Where fare evasion occurs on departing feeder busses, the FM Contractor shall immediately inform the driver to wait while its staff apprehends the passenger or passenger concerned and takes corrective action.

Passengers arriving at the airport with insufficient funds to exit shall be escorted to the kiosk to top up their cards and the correct fee deducted from the card before being allowed to exit the station.

13.5.10. Malfunctioning of Doors and Emergency Procedures

All Personnel deployed at the Stations, and the Access Personnel in particular, must be trained in releasing the Station sliding doors during a malfunction in order to ensure that people can enter and exit the Stations into and from MyCiTi vehicles during Operational Hours.

As required in this contract, Personnel shall be trained in the emergency procedures. In addition, Access Personnel shall be trained in the opening and securing of the emergency exit doors.

13.6. Specifications specific to PTI's

13.6.1. Variation of Services

The City reserves the right to add or remove sites from the contract based on operational requirements.

The City is in the process of developing a new operational strategy for the functioning and management of public transport facilities. This strategy may be implemented during the tenure of this contract, and as a result it will affect the allocation of sites. When the need arises, the City shall give at least two (2) months written notice of its intention to terminate the services on a specific site. The remainder of the allocated sites in the area will still need to be serviced at the tendered rates.

13.6.2. Security

Annexure B shows the typical staff deployment for the PTI's in number of staff on duty.

13.6.3. Cleaning including waste management, hygiene services and pest control

Annexure B shows the typical staff deployment per PTI in number of staff on duty. The cleaning specifications are included in Annexure D2. Day and night cleaning will be required to suit operational requirements as directed by the CCT.

13.6.4. Ambassadorial services (where a higher level of interaction with passengers are required)

The CCT may require Ambassadorial Services. Where such services are required the CCT will issue a Service Notice informing the FMC of the requirements. The services shall be charged in accordance with the rates in the price schedule.

13.6.5. Refurbishment of PTI's

The CCT is in the process of acquiring condition assessments on the PTI's. These reports will be used to implement a refurbishment programme for the PTI's. It is expected that at least one PTI per year will be refurbished.

The CCT may require of the FMC to manage this process from start to end including:

- Drafting of specifications and taking the opportunity to market the work through an open tender process in accordance with CCT's Supply Chain Management requirements;

- Managing the tender process and award of the works to the successful contractor who will become a sub-contractor to the FM Contractor;
- Manage the execution of the works to completion, payment of the appointed sub-contractor and sign off on works completed.

The FM Contractor will follow an open tender process to procure such services. The FM Contractor will not be entitled to tender as this may compromise the fairness of the process.

The FM Contractor will be reimbursed the cost of the approved PTI refurbishment works from the Provisional Sum (item 8.1 of the Price Schedule).

The CCT has also secured funding to upgrade some PTIs and this upgrade may be managed by the CCT directly. Where such upgrades are to take place, the affected PTI's will be removed from the contract for the duration of the upgrade and handed back to the contractor on completion. This may impact the quantum of services required at such facilities.

13.7. Specifications Specific To Cash Management

13.7.1. CASH MANAGEMENT SERVICES

This Tender calls for the services of a qualified and experienced Service Provider that can demonstrate Cash Management Services via existing business operations.

The tenderer is referred, in this specific chapter, as the Contractor.

Included in this tender are the following:

- a) Provision of Cashier Services at Kiosks, including but not limited to the receiving, receipting, balancing, safekeeping and depositing of cash;
- b) Provision of Cashier Services at off-site locations;
- c) Transporting and safekeeping of the Smart cards received from the City using a professional, PRISA registered, CIT company;
- d) Management and sales of the Smart cards received from the City;
- e) Receiving applications for refunds, transfers, replacement of cards and managing the process to completion;
- f) Replenishment of Single Trip Ticket Dispensers (STTD's) including reconciliation and banking of cash;
- g) Replenishment of Card Vending Machines (CVM's) including reconciliation and banking of cash;
- h) Safe removal of cash from the Kiosks, using a professional CIT company for banking purposes;
- i) Full detailed reconciliation process of all monies received on behalf of the City of Cape Town.

13.7.2. DEFINITIONS and INTERPRETATIONS

In this section, relating specifically to cash management services, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

- **“ABSA BICOS System”** means the Business Integrator Card Online System of ABSA Bank. BICOS is a front-end system for managing and funding co-branded, pre-paid cards electronically. It enables you to order, issue and activate cards and process payments electronically.
- **“AFC Contractor”** means the CCT's service provider managing the AFC System.

- **“AFC System”** means the Automated Fare Collection System which is the CCT’s MyCiTi transport information system.
- **“AVM”** means the automatic vending machines.
- **“Cash”** means, but not limited to, money, credit card, debit card or any other form of legal payment, excluding cheques, however transmitted.
- **“Cashiers”** means, but not limited to, personnel processing cash transactions.
- **“Card Terminal”** means a card payment device, provided by the Tenderer.
- **“CCTV”** means Closed Circuit Television Cameras, as installed at MyCiTi stations, also inside kiosks, with monitoring facilities at the Transport Management Centre (TMC).
- **“CIT Company”** means a service provider of armed carrier services.
- **“CIT services”** means the safe transporting of, but not limited to cash, documents, smart cards etc.
- **“Contractor”** means the Contractor to whom this tender was awarded.
- **“COM”** means Card Office Machine and it is mainly a touch screen PC, loaded with software developed specifically as per CCT requirements, and works in conjunction with the ABSA point of sale (POS) device, as well as a thermal COM printer, provided by the City.
- **“COM Data”** means the detail data of each transaction performed on the COM, including the COM number, the date/time of the transaction, the type of product sold, the amount of the sale, the cashier name and the start/end time of the shift.
- **“CVM”** means Card Vending Machine which is a floor standing, weather resistant, self-service component of the AFC system, enabling smart card purchases and product loads by passengers making cash or debit/credit card payments
- **“EFT”** means electronic fund transfer, which is the depositing of the CCT’s revenue.
- **“EMV”** means the integrated circuit card specifications for chip-based bank-issued fare media and point of sale acceptance devices.
- **“Key register”** means a register in which the movement of keys are recorded.
- **“Kiosk”** means the cashier kiosks at MyCiTi stations or off site locations, staffed by the Cash Management Contractor’s cashiers, where sales of MyCiTi products to passengers are performed’
- **“Normal shift”** means, but not limited to, a 40 hour week work shift that a staff member is required to work between a Monday and a Sunday, including public holidays.
- **“NQF4 or National Qualifications Framework 4”** means a Matric Certificate.
- **“Overtime”** means the time a staff member works over and above the Normal shift.
- **“Payment Report”** means the Statement of Accounts (SOA) or Statement of Accounts Verified Incomplete Transactions (SOAVIT), as issued by the AFC System contractor.
- **“POS”** means ABSA point of sale device and works in conjunction with the Card Office Machine (COM) and functions as card reader/writer, provided by the CCT.
- **“Rerun SOA”** means Statement of Accounts updated with daily sales data not included in the original SOA, due to technical or other reasons.
-

- **“SOA”** means Statement of Accounts and it is a pdf record, supplied daily by the AFC Contractor for the previous transaction day, that states all product sales per COM per transaction day per session number, as performed at all points of sales in the MyCiTi system, including card vending machines (CVMs) and off site kiosks.
- **“SOAVIT”** means Statement of Accounts Verified Incomplete Transactions and it is a pdf record supplied monthly by the AFC Contractor on the 15th of the month of product sales per COM per transaction day per session number, as performed at all points of sales in the MyCiTi system for the previous month, where the sales transactions were recorded on Myconnect cards, but recorded as incomplete in the COM memory and therefore excluded from the daily Statement of Accounts (SOAs).
- **“Smart Card”** means the EMV smart cards used by passengers in order to use the MyCiti System, including “Myconnect” cards and such other cards as may be introduced during the term of this Contract.
- **“STT”** means Single Trip Tickets, both Standard (excluding Airport route) and Premium (including Airport route), and is a card that allows a passenger one journey on the MyCiTi system, including transfers.
- **“STTD”** means Single Trip Ticket Dispenser and it is a wall mounted, cash accepting card vending machine that allows passengers to purchase Single Trip Tickets (STT) by presenting the correct cash amounts, as the dispensers do not give change.
- **“Transport Contractors”** means collectively the Contractor, FM Contractor, AFC Contractor, APTMS Contractor, the VOCs and any such other contractors appointed by the CCT to perform services or works around Transport facilities.
- **“Transit Products”** means travel products sold at a fixed price per product, .e.g. monthly products or day passes, where the validity of the product is linked to a time duration, e.g. a month or a day.

13.7.3. CASH MANAGEMENT SERVICES

The Contractor shall manage cash in accordance with the provisions of the CCT.

13.7.3.1. CASHIERS AT KIOSK

Cashiers will operate the COM provided by the CCT.

Fares on the MyCiti services are collected via a bank issued EMV dual interface smartcard called a Myconnect card.

The Contractor shall appoint the necessary personnel to fulfil the cashier functions in accordance with the contract requirements. Cashier functions will include, but not limited to, the following:

- a) The receiving and receipting of cash.
- b) Operating the COM/POS and Card Terminal.
- c) Selling and issuing Myconnect cards.
- d) Selling top-up credit on Myconnect cards.
- e) Assisting with applications for personalised Myconnect cards.
- f) Receiving cash from the sale of Myconnect cards and top-up credit.
- g) Operating the card terminal for sale of Myconnect cards, top-up credit, selling of single-trip tickets and merchandise.
- h) Selling single-trip tickets and other fare-related products.
- i) Selling MyCiTi or related merchandise as specified by the CCT by way of a Service Notice.

- j) Providing statements for EMV transactions and Transit Products.
- k) Managing faulty and expired Myconnect cards including transferring of funds and card replacements.
- l) Loading of pre-deposit transactions (registering top-up transactions by client on the internet onto their cards).
- m) Processing reports and capturing on the system cards reported faulty/stolen/lost.
- n) Issue emergency tokens/tickets when required and as instructed through a Service Notice.
- o) Managing all transactions in accordance with relevant Protocols including emergency Protocols in case of system failures.
- p) Recording all transactions on the COM/POS and Card Terminal.
- q) Balancing of all cash and other transactions for each session/day.
- r) The safekeeping of cash and cash documents.
- s) Depositing of balanced cash into a drop safe for later transfer to the bank by the CIT company.
- t) Ensuring cashiers comply with a code of conduct from the Contractor when dealing with CCT's customers, by acting in the best interest of the CCT at all times and ensuring that the image of the CCT is positively reflected.

13.7.3.2. THE COM

The COM, which is mainly a touch screen PC, is loaded with software developed specifically for the CCT and works in conjunction with the POS, as well as a thermal printer. Other parts such as additional printers may also be added if required by the CCT.

A. The COM is used to perform the following functions:

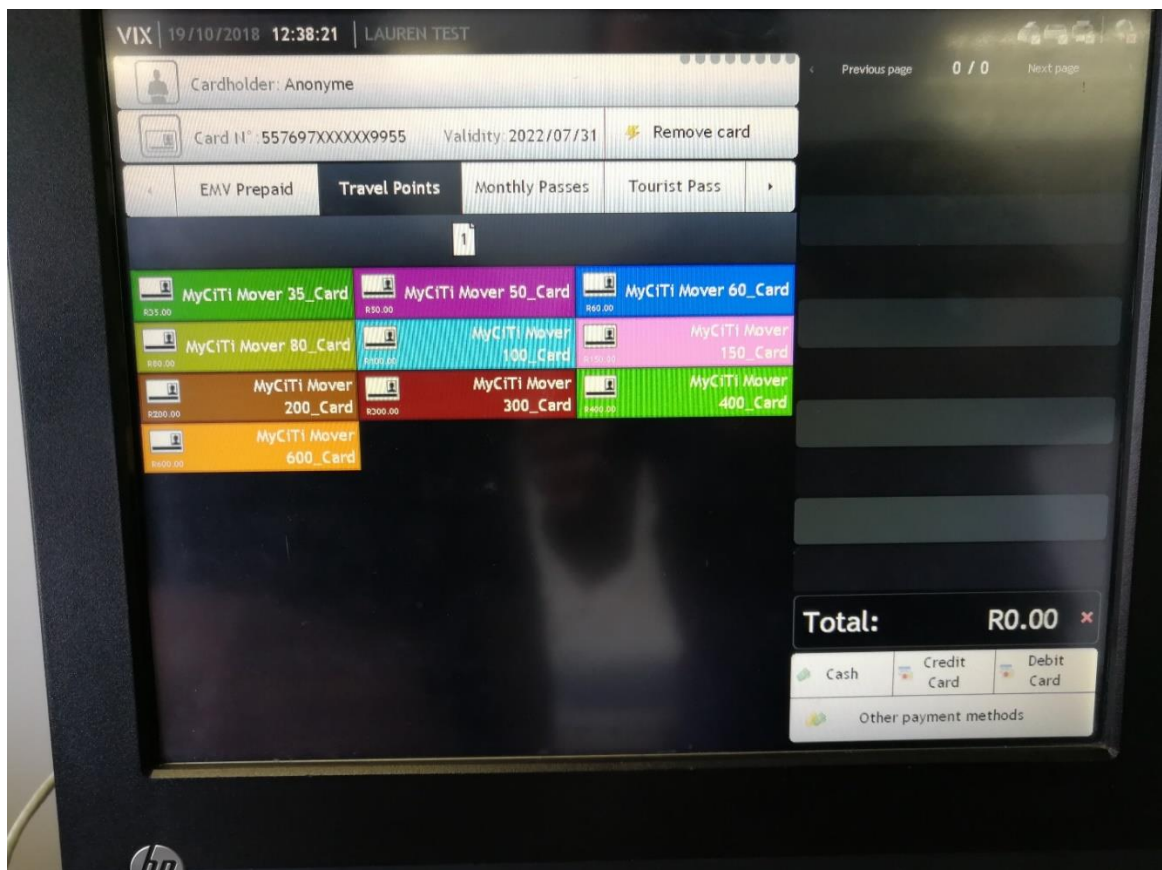
- To manage shifts through the recording of operator activity and log-on / log-off.
- To manage commuter card enquiries – i.e. Myconnect cards and Single Trip Tickets (STTs)
- To manage card status and transactions.
- To conduct card sales – i.e. both the Myconnect cards and STTs
- To add value and/or transit products onto Myconnect cards.
- To manage card replacements – i.e. faulty and expiring/expired Myconnect cards.
- To record all transaction data securely and the transfer thereof to the AFC System.
- To manage data communication to and from the AFC System.

B. The COM and Peripherals



COM and Peripherals

Example Screen - Sale Module Screen



Sale Module Screen

13.7.3.3. INSURANCE, BANKING and RECONCILIATION

13.7.3.3.1. Insurance – The Contractor shall:

Effect and maintain insurances for:

- a) The Cash, including the cash floats, on site at MyCiTi Stations and off-site kiosks.
- b) The Card Terminals
- c) The cash cleared from the AVMs and the cash floats.
- d) The Cash in transit.
- e) The Smart cards and & single trip tickets received from the CCT.
- f) The Contractor's assets and equipment the Contractor utilises on the premises of the CCT in carrying out its obligations in terms of this contract.

13.7.3.3.2. Banking - The Contractor shall:

- a) Ensure the safe removal of cash from the MyCiti Kiosks, utilising a professional CIT company for banking purposes.
- b) Ensure the depositing of daily COM cash (money) total into its own bank account.

13.7.3.3.3. Reconciliation – The Contractor shall be required to conduct reconciliations at various levels which shall include as a minimum the following:

- a) The COM provides an end of session report detailing, but not limited to, the number of transactions, the rand value thereof and the modes of payment which the Contractor must use to balance with the relevant cashiers' sales declaration, bank deposit amounts declared and supporting documents, e.g. ABSA POS terminal totals slip, Dt/Ct card settlement slip and incident reports, if any.
- b) The card loads as reported through the SOA Report and the SOAVIT Report (which is supplied by the 15th of the following month) against EFTs to the CCT.
- c) Where there are independent records related to transactions not recorded through the AFC System, the Contractor shall be required to reconcile the physical cash collected and Card Terminal totals with such records. The Contractor shall be required to immediately report any anomalies and investigate same to the satisfaction of the CCT. The Contractor shall be liable to make payment for any anomalies found.
- d) The contractor MUST transfer, via EFT, the consolidated Rand value of the SOA Report into the CCT's nominated bank account, every Business Day, within 24 hours calculated from 20h00 every evening. The EFT reference MUST be the numerical progressive Deposit Identifier supplied by CCT.
- e) In the event of the SOA report failing, the Contractor must deposit according to the COM session reports, however if the POS banking report's total is more than the COM session reports, the POS banking report's total must be deposited. In the event of the SOA report failing, payment should be made every Business Day, within 48 hours calculated from 20h00 every evening.
- f) In the case of any dispute as to whether the amount specified in such SOA and/or SOAVIT Report is the correct amount due, the Contractor shall pay the amount as specified in such reports or records pending resolution of this matter in terms of this Contract.
- g) The Contractor shall be entitled to request such records and evidence from the CCT and the CCT shall be required to provide such records within its possession within a reasonable time after such request. If the Contractor can provide the CCT with adequate proof in the reasonable discretion of the CCT that the SOA/SOAVIT Report and/or the records referred to are not accurate, the CCT will take immediate steps to remedy any errors in the AFC System.

- h) The Contractor shall bear the full risk of amounts reflected in the AFC System. Should there be any shortfalls and/or discrepancies, arising, in the EFT compared to such records, the Contractor shall be liable for any shortfalls and/or discrepancies. Any shortfalls and/or discrepancies shall be included in the Monthly Performance Report.
- i) The CCT shall not be liable for any bank charges incurred by the Contractor pursuant to the deposit and transfer of funds in terms of this Contract.

13.7.3.3.4. Banking charges reimbursement:

The City shall reimburse the Service Provider's bank costs incurred at a percentage of the transaction value of **card payments only (Note Clause 13.7.3.3.3 (i) above)**.

Tenders to include a letter from their bank indicating the bank cost the tenderer incurs for the respective cards as modes of payment.

The percentage of payment transaction value cost shall be fixed for full duration of the contract period.

Tenderers that do not comply with this instruction will be non-responsive.

13.7.3.4. CARD TERMINAL

The Contractor shall:

- a) Provide and maintain card terminals for the City to facilitate card payments. Must also provide the consumables for the card terminals.
- b) The terminal is operated per cashier per shift.
- c) Ensure card terminal cashier shift sales balances to COM shift sales of the cashier.
- d) Ensure card terminals are operational at all times.
- e) Supply or remove card terminals as and when required by the CCT

The tenderer must supply the CCT with Card Terminals to facilitate card mode of payments at the MyCiTi Kiosks.

At present the CCT is operating thirty seven (37) Card Terminals at twenty five (25) sites, listed in Annexure O1 of the tender specifications. Should sites and/or Card Terminals increase or decrease, the tenderer will be entitled to a proportionate increase or decrease in the Card Terminals against the fixed rates. The payable amount will be as per the number of Card Terminals deployed and operational as at the last day of the month.

13.7.3.5. OPERATING HOURS AND RELATED OPERATIONAL CONSIDERATIONS

A timetable indicating the Operating Hours of the kiosks at the commencement Date is contained in Annexure O1 of the tender specifications. The CCT may amend starting or ending times for any kiosk by issuing a Service Notice to the Contractor on 14 Days' notice.

All operating kiosks shall be fully manned and ready to operate at least 15 minutes before the first scheduled opening time and remain on duty for 15 minutes after the schedule closing time for end of shift/day procedures.

Depending on ongoing operational requirements, some kiosks may:

- a) be closed during specific hours;
- b) require only certain Services during specific hours;
- c) require additional Personnel during certain hours;
- d) be closed temporarily or indefinitely.

The CCT will advise the Contractor of the operational requirements by way of Service Notices from time to time. In response to the foregoing, the Contractor will be entitled to

recommend split shifts of certain Personnel to the CCT, or the CCT may instruct the Contractor to implement split shifts.

Should fewer Personnel be required as a result of any circumstances referred to above, the Contractor may continue to employ such Personnel at its own risk and cost.

The CCT will be entitled to vary the Operational Hours of Facilities on an ad hoc basis. Where such variations are of a temporary nature, being no longer than a week, and do not have the net overall effect of increasing the Operational Hours at a particular Station by more than 30 minutes on a given Day, the costs involved will be absorbed by the Contractor. Where the variations do have the net overall effect of increasing the Operational Hours at a particular Station by more than 30 minutes per Day, the Contractor will be entitled to payment per relevant function at the rates tendered, or rates based on the tendered rates and agreed to by the CCT.

13.7.3.6. AUTOMATIC VENDING MACHINES (AVM)

13.7.3.7. CARD VENDING MACHINE (CVM)

The CVM is loaded with software developed specifically for the CCT and works in conjunction with an ABSA POS device, as well as a thermal printer. Other parts such as cash boxes (for coins and notes) form part of the CVM. The CVM accepts cash payments (gives change) as well as debit/credit card payments.

A. The CVM performs the following functions:

- a) Commuter card enquiries – i.e. Myconnect card balances, PIN changes.
- b) Card sales – i.e. Myconnect cards.
- c) Adding value and/or transit products onto Myconnect cards.
- d) Records all transaction data securely and the transfer thereof to the AFC Central System.
- e) Manage data communication to and from the AFC Central System.
- f) The debit/credit card payments revenue flows directly into the CCT's bank account



B. The Contractor will be required to do the following:

- a) Replenish Myconnect cards.
- b) Replace the audit roll when required.
- c) Provide and replenish the cash float.
- d) Reconcile CVM payments, as per banking and reconciliation procedures described.
- e) Clear the devices of the cash and deposit such cash it into its own bank account.
- f) Daily, EFT the cash only total as per the SOA into the CCT's bank account.
- g) Maintain a Key and Access Card register.

Currently the City has three CVMs: Adderley Station, Century Gate and Waterfront Silo. It is the City's intention to expand this footprint to 9 CVMs.

C. Historical data:

- a) CVM sales per Month for 2017/18 and 2018/19.

Month	Dt/Ct Card Sales (R)	Cash Sales (R)	Total Sales (R)
Jul-17	R 70 515.00	R 203 490.00	R 274 005.00
Aug-17	R 63 688.00	R 198 925.00	R 262 613.00
Sep-17	R 66 670.00	R 233 300.00	R 299 970.00
Oct-17	R 79 025.00	R 232 047.00	R 311 072.00
Nov-17	R 75 019.00	R 232 250.00	R 307 269.00

Month	Dt/Ct Card Sales (R)	Cash Sales (R)	Total Sales (R)
Dec-17	R 50 190.00	R 188 524.00	R 238 714.00
Jan-18	R 86 085.00	R 244 124.00	R 330 209.00
Feb-18	R 79 215.00	R 256 064.00	R 335 279.00
Mar-18	R 75 331.00	R 215 910.00	R 291 241.00
Apr-18	R 31 800.00	R 99 608.00	R 131 408.00
May-18	R 44 038.00	R 97 026.00	R 141 064.00
Jun-18	R 48 445.00	R 122 914.00	R 171 359.00
Total	R 770 021.00	R 2 324 182.00	R 3 094 203.00

Month	Dt/Ct Card Sales (R)	Cash Sales (R)	Total Sales (R)
Jul-18	R 66 910.00	R 131 545.00	R 198 455.00
Aug-18	R 67 110.00	R 134 310.00	R 201 420.00
Sep-18	R 51 060.00	R 104 675.00	R 155 735.00
Oct-18	R 34 940.00	R 96 000.00	R 130 940.00
Nov-18	R 22 940.00	R 56 630.00	R 79 570.00
Dec-18	R 17 780.00	R 54 145.00	R 71 925.00
Jan-19	R 37 605.00	R 98 935.00	R 136 540.00
Feb-19	R 16 715.00	R 43 240.00	R 59 955.00
Mar-19	R 12 205.00	R 38 155.00	R 50 360.00
Apr-19	R 12 280.00	R 32 280.00	R 44 560.00
May-19	R 15 950.00	R 31 550.00	R 47 500.00
Jun-19	R 11 935.00	R 29 800.00	R 41 735.00
Total	R 367 430.00	R 851 265.00	R 1 218 695.00

b) CVM cash collection amounts and collection events for 2017/18 and 2018/19.

Card Vending Machines (CVMs)			
Cash collection amounts and collection events for 2017/18			
Nr	Station/ Location	Collected per Year (R)	Collection events (Nr)
1	ADDERLEY	R1 420 969	77
2	CENTURY GATE	R927 329	73
	Total	R2 348 298	150
Cash collection amounts and collection events for 2018/19			
Nr	Station/ Location	Collected per Year (R)	Collection events (Nr)
1	ADDERLEY	R316 271	44
2	CENTURY GATE	R412 499	63
	Total	R728 770	107

13.7.3.8. SINGLE TRIP TICKET DISPENSER (STTD)

A commuter can purchase a pre-loaded STT through the use of the dispenser by either inserting the correct amount in coins and/or notes. No change is given by the STTD and overpayments are retained by the STTDs. Premium STTs can be used to travel on any route

on the MyCiTi system, including the Airport route, while Standard STTs exclude the Airport route.

Currently there are 23 STTDs in operation at MyCiTi, as listed in Annexure O2 of the tender specifications.



Single trip ticket



A. The Contractor will be required to do the following:

- a) Replenish Single Trip Tickets, as per protocol stated in Annexure O2 of the tender specifications.
- b) Clear the STTDs of the cash and deposit it into its own bank account.
- c) Print out a Sales Report at each cash collection and supply to the CCT monthly.
- d) EFT the totals collected into the CTT's bank account within 24 hours after each collection.
- e) Maintain a Key register of all STTDs.
- f) Collect STT stock from CTT and store stock of STTs for up to 10 months of projected sales.

HISTORICAL DATA:

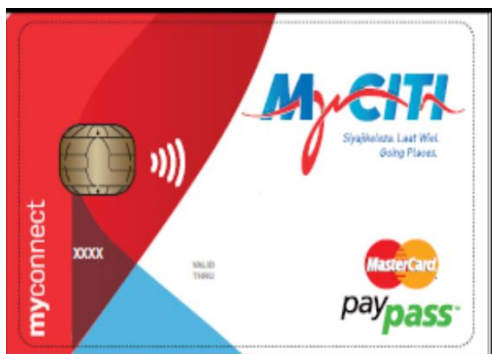
Dispenser deposits per month			
Month	Amount (R)	Month	Amount (R)
Jul-17	R23 188.00	Jul-18	R19 168.00
Aug-17	R23 477.00	Aug-18	R27 411.00
Sep-17	R32 925.00	Sep-18	R20 723.00
Oct-17	R40 292.00	Oct-18	R21 978.00
Nov-17	R35 605.00	Nov-18	R13 871.00
Dec-17	R45 222.00	Dec-18	R10 298.00
Jan-18	R33 064.00	Jan-19	R35 269.00
Feb-18	R45 559.00	Feb-19	R26 900.00
Mar-18	R36 480.00	Mar-19	R21 426.00
Apr-18	R34 339.00	Apr-19	R32 308.00
May-18	R30.00	May-19	R12 889.00
Jun-18	R20 845.00	Jun-19	R40 673.00
Total	R371 026.00	Total	R282 914.00

B. Single Trip Ticket Dispenser Protocol:

The Contractor must manage both the Standard and Premium Single Trip Ticket Dispensers (also referred to as Single Trip card vending machines) at all locations where they have been installed, according to Annexure O2, below.

The CTT may issue further service notices and protocols to change or add to the location of the STTDs, install more STTDs or change the service frequency of the STTDs or the protocol to manage them.

13.7.3.9. MyConnect Cards



13.7.3.10. The CTT will supply the Contractor with Myconnect cards. The Contractor shall:

- a) Accept delivery of Myconnect cards from ABSA, as per order approved by the CCT on the ABSA BICOS system.
- b) Register back office users on the ABSA BICOS system (FICA compliant) and ensure staff are trained by ABSA in the BICOS system usage.
- c) Acknowledge receipt of cards on the ABSA BICOS system, after the card delivery was checked and verified.
- d) Store the cards with the CIT company for safekeeping and make provision for stock storage of up to 10 months of projected sales;
- e) Keep a Card Register of all cards received and issued; and
- f) Provide the CCT with a monthly reconciliation of cards in stock, issued and sold.
- g) Perform a detail stock take off all Myconnect cards at both front- and back office at the end of the financial year (30 June) or at any other appropriate date/frequency, as determined by the CTT, and present stock take records to the CTT.
- h) Make payment to the CTT for any shortfalls in Myconnect card stock identified, in accordance with the year-end accounting procedures at the CTT.

13.7.3.11. Card sales at Kiosks for 2017/18 and 2018/19

Financial Year	New Cards	Replacement Cards	Total
2017/18	142 053	13 405	155 458
2018/19	117 079	9 372	126 451

13.7.3.12. Retailers/ABSA Bank network's role in card sales and loads (for information purposes)

See: <https://mycity.org.za/en/myconnect-fares/top-up-your-card/>

13.7.4. Late/Non EFT/Depositing

- 13.7.4.1.1. In the event that the Contractor is unable to deposit the CCT's revenue as per the tender specifications the Contractor shall within 24 hours upon becoming aware of this fact, notify the CCT in writing thereof.
- 13.7.4.1.2. Notwithstanding the above if the Contractor for whatsoever reason breaches the provision of Clause 13.7.4.1.1, above the Penalties as listed in the Special Conditions of the Contract will apply.

13.7.5. General Requirements/Specifications:

13.7.5.1. Staff

13.7.5.1.1. Staff compliment

Given the scope of the services that must be delivered, the Contractor shall have the following staff compliment:

- Managers
 - a) **Manager Cash Receipting: A Manager with a minimum of 5 years managerial experience that oversees the execution of the following functions pertaining to receiving, receipting, balancing, safekeeping and banking of cash with a tertiary finance/commerce qualification, NQF 6 and above.**
 - b) **Manager Reconciliation: A Manager with a minimum of 5 years managerial experience that oversees the execution of the following functions pertaining to the reconciliation of receipted cash and stock inventory with a tertiary finance/commerce qualification, NQF 6 and above.**
- Cashiers/Clerks personnel

- a) A minimum of 140 staff. Staff must have a minimum Matric qualification (NQF 4) with numeracy and computer skills, with the correct aptitude, attitude, experience and with no criminal record.
- Supervisors
- a) A minimum of 4 supervisors who must have a Matric qualification and a minimum of 3 years supervisory experience in the receiving, receipting, balancing, safekeeping and banking of cash. Attached copy of CV and certified copy of NQF4 to confirm the above. Annexure P1.7 to be completed

13.7.5.1.2. Check list for Conduct and Quality of staff

In relation to MyCiTi Stations, it is specifically noted that the priority duty is customer service. As such, the emphasis should be on employing personnel with a very strong aptitude towards customer service.

The Contractor shall ensure that all Personnel will:

- a) At the time of their appointment, have no criminal record relating to a crime of violence or of dishonesty, such as theft, extortion or fraud (and, in this regard, the Contractor shall provide proof to the CCT on request).
- b) Undergo ad-hoc polygraph testing and if specifically requested by the CCT.
- c) Carry out their duties as instructed by the Contractor.
- d) Be in a physically and mentally fit condition for employment in the relevant function.
- e) Report timeously for duty so as to ensure that the cash facilities opens at the stipulated times.
- f) Daily sign on and off duty at the starting and finishing times of shifts.
- g) Not leave their relevant posts during or at the end of a shift without being relieved or authorised by the Contractor to leave.
- h) Not be under the influence of intoxicating liquor and/or any drugs for the duration of his/her duty.
- i) Not sleep on duty.
- j) When on duty, wear the prescribed Uniform.
- k) Perform all duties with due regard to the provisions of any relevant code of conduct and all legal requirements.
- l) Not use private phones, radios and television sets or any devices playing sound (such as iPods) while on duty.

There will be any number of independent service providers offering some form of service to the MyCiTi project and all these personnel will be seen in the eyes of the general public as MyCiTi staff and are therefore custodians of the MyCiTi brand and its reputation. In this regard the Contractor acknowledges, and undertakes to comply, as far as is reasonably possible, with the principles and objectives expressed below:

- a) MyCiTi is a service brand. The integrity of the brand, its standards and its personality are important.
- b) As such, there is a need for a uniform code of conduct for MyCiTi staff. They are the first contact point for customers and based on this interaction the public will have either a positive or a negative impression of the entire MyCiTi service.
- c) The CCT requires of anyone working on the MyCiTi project to be proud of the position they hold, their part in changing public transport in Cape Town, and to make this pride translate into everything they do.

- d) MyCiTi staff must at all times be smartly dressed, presentable and polite. They must be helpful and proactively offer informed advice to any member of the public who requires assistance.
- e) MyCiTi staff must view their role as more than functional. Their role is also to make every journey a better experience for every customer they meet. The public must look forward to their interactions with the MyCiTi team.

Risk to Passengers or to CCT assets. Where the CCT has reason to believe that any Personnel pose a risk to the property of the CCT, or to the reputation of MyCiTi, the CCT may notify the Contractor in writing setting out the reasons for its belief, and the Contractor will be obliged to take all steps as may be necessary, including, where appropriate, conducting an immediate investigation into the allegations and effecting the suspension of such Personnel pending the finalisation of appropriate disciplinary action.

The Contractor shall report to the CCT on the progress and outcome of investigations and disciplinary enquiries instituted and shall also include all relevant details in the Monthly Performance Report(s).

The CCT shall have the right to:

- a) Require the Contractor to source better qualified personnel employed by the Contractor. This applies to all staff, including supervisory and management personnel.
- b) Require the Contractor to replace any personnel on good cause to do so.

13.7.5.1.3. Skills, Training and Development

The City will provide training to the Contractor's Trainers who in turn shall provide training to Personnel in relation to their specific tasks and functions to ensure that they have the necessary skills to render the Services and that they understand and can meet the Contractor's obligations and undertakings in terms of this Contract.

The cost for training its Personnel shall be for the account of the Contractor. However, where the CCT itself provides training the materials and venue shall be for the CCT.

The Contractor shall supply trainers to be trained by the CCT, and such trainers shall train all new Personnel as may be required. This shall also apply to top-up training as and when required. The Contractor shall liaise with the CCT regularly before any training is to take place to ensure that the most up-to-date training material is available.

13.7.5.1.4. Supervision

The Contractor will ensure that there is adequate supervision of Personnel to ensure proper and timeous execution of all the Services. Such supervision includes, but is not limited to, the deployment and management of all Personnel and co-ordination of all tasks. The Contractor will ensure that sufficient Personnel are employed in supervisory roles for this purpose.

13.7.5.1.5. Time and Attendance

The Contractor will be required to implement a time and attendance system for all Personnel. This may be in the form of biometric scanners installed at the stations at the cost of the CM Contractor.

13.7.5.1.6. Staff Transport

Generally, all Personnel undertaking private and work travel on MyCiTi vehicles shall pay for such private travel, including to and from work during the operating hours of other public transport services. For this purpose, they shall purchase their own Smart Cards or personalised Smart Cards.

It is recognized that the Contractor is obligated to provide staff transport, at its own cost, for all posts that start before or finish after the hours of public transport services. The Contractor is to include an allowance for staff transport in the rates tendered in the price schedule.

13.7.5.1.7. Uniforms

All staff who are required to fulfil their duties in view of the public will wear uniforms as prescribed by the CCT whilst on duty.

Where the uniform is not prescribed with effect from the commencement date of the contract the uniform to be worn by the staff will be navy blue pants and a white or light blue or navy blue shirt, or jersey or jacket.

13.7.5.2. Cash floats

- a) All cash floats is for the Contractor's own account.
- b) The Contractor shall provide its staff with sufficient cash floats, at all times, to ensure efficient and effective service to the CCT's commuters.
- c) The Contractor shall replenish the cash float at the AVMs, where applicable.

13.7.5.3. CIT Services

- a) The Contractor shall have a valid contract with a reputable CIT company. Proof of this contract must be submitted 7 days before contract commencement date.
- b) CIT Services must be used for the conveyance of cash, cards and documents.
- c) A collection event includes a single collection at a facility irrespective of the number of kiosks or collection points at the facility. The collection frequency per facility to be agreed by CCT.
- d) The cost of the CIT contract is to be included in the rate for the cashier: normal hours.

13.7.5.4. Handover of Services and Facilities between outgoing contractor and new Contractor

The Contractor shall provide its full cooperation to ensure a smooth handover of facilities both at the start and at the termination of the contract. This shall include, but not be limited to:

- a) Documentation including, standard operating procedures or any other relevant documentation.
- b) Consumables
- c) Cash floats
- d) Keys and key registers
- e) Inventory stock i.e.: Smart cards; Single trip cards;

The Contractor undertakes that for a period of 30 Days prior to the Termination Date, or such longer or shorter period as the CCT may in its discretion determine, it shall co-operate fully with all service providers, including the CCT, who may be rendering cash management or station services at the Stations after the Termination Date, and in this regard do all things reasonably necessary in order to ensure that the services can continue uninterrupted after the Termination Date.

Where the CCT is of the view that the Contractor is not providing its full cooperation in managing the handover of facilities it may procure the services of external service providers to manage the process and recover such costs from the Contractor by any means available through this contract including deducting it from the last payment due.

13.7.5.5. Assets to be managed by the Contractor

CCT to supply Asset Register to the successful tenderer 21 days prior to the commencement date of the contract.

13.7.5.6. Service Notices and Protocols

The CCT shall be entitled to issue reasonable Protocols after giving reasonable notice of implementation.

The Contractor may suggest Protocols for consideration by the CCT.

The CCT shall be entitled to issue a Service Notice to vary any aspect of the Services in order to meet the requirements of the Service Notice Matter, subject to the provisions of this clause.

In the event that a Service Notice is issued, any variation in Services may (but will not necessarily) increase or decrease the Total Contract Price. If there is a change in the Total Contract Price, such change will be based on the rates in the Price Schedule.

When issuing a Service Notice from time to time, the CCT shall set out the Services to be provided, anticipated duration and other relevant details. If no duration is provided in the Service Notice, the implementation of the Service Notice shall continue until such time as a further Service Notice is issued to terminate such implementation. The issuing of Service Notices is subject to the remaining provisions of this Contract.

Where such Services are contemplated in the Price Schedule, they shall be rendered at the rates contained in the Price Schedule.

The CCT shall provide reasonable notice to the Contractor relating to the implementation of a Service Notice. Where applicable, notice periods shall apply as set out in the table below. Such notice periods may be amended by agreement with the Contractor, and the Contractor furthermore acknowledges that the listed notice periods may not be able to be adhered to in all circumstances (for example, where a Service Notice Matter arises due to an emergency or unforeseen occurrence).

Amendment	Service Notice Period
Planned changes to timetables and / or Facilities;	14 Days
Scheduled events	14 Days
Personnel requirements	35 Days
Addition and/or removal of Cashier Service	35 Days, starting on the 25 th day of a Month
Amendments in relation to any other Service Notice Matters	14 Days, unless specifically stated otherwise in this Contract with regard to a particular function

Where the CCT has issued a Service Notice, such notice shall state any amendments to the Operations and Maintenance Manuals, if applicable.

In the event that the CCT wishes to increase or reduce the Services provided by the Contractor, the overhead costs applicable to the Services will be increased or reduced in the manner specified in the Pricing Schedule.

Once a Service Notice or Protocol has been issued by the CCT, should the CCT so require, the Contractor shall be obliged to implement the Services in accordance with the provisions of such Service Notice or Protocol even if the Contractor and the CCT have not yet reached agreement in relation to any aspect of the Services to be rendered and/or any ancillary matter, arising directly or indirectly from the implementation of such Service Notice or Protocol. Should the Contractor wish to raise any dispute relating to any aspect of the Service Notice or Protocol, it shall be required to follow the processes set out in this contract.

13.7.5.7. Access to Information

One of the CCT's Authorised Representatives shall at all reasonable times, and on not less than 24 hours prior notice to the Contractor, be given such access to the auditors of the

Contractor and books of account and financial statements relating to this Contract. The CCT's Authorised Representatives shall be entitled to make copies of any relevant documents and records of the Contractor.

In order to assess the Contractor's compliance with its obligations in terms of this Contract, the CCT's Authorised Representatives shall be entitled, in addition to the foregoing and with no prior notice, to carry out spot checks during Operational Hours at any Cashier Facility and/or CCT-owned facility managed by the Contractor or at any other premises from which the Contractor operates in connection with this Contract, for the purposes of, amongst other things, to verify any records of the Contractor, including, but not limited to, Monthly salary schedules of Personnel, attendance registers of Personnel, receipts in respect of payments made, and any other records of the Contractor.

If the Contractor renders the Services in addition to operating other businesses, the Contractor shall account for the finances of the Services rendered in terms of this Contract separately and in a ring-fenced manner.

The Contractor shall be obliged to notify the CCT in writing of any change in BBEEE Status, ownership, shareholders, directors, executive or senior management and /or where applicable, the portfolios they hold in the Contractor and in any of their shareholders, within a period of two weeks of any such change.

13.7.5.8. Co-operation amongst Transport Contractors

Where interaction amongst the Contractor and any other MyCiti Contractors is required for the efficient and effective execution of the Services, the Contractor shall take reasonable steps to formulate the necessary operating procedures and practices by agreement with the other MyCiti Contractor(s).

It is specifically recorded that the FM Contractor may require access to spaces occupied by other Transport Contractors such as the Contractor in the execution of the services. The Contractor shall agree the operating procedures and practices to be followed with the affected Transport Contractor/s and shall ensure that these operating procedures and practices are strictly adhered to.

Should the Contractor and the other Transport Contractor(s) fail to reach an agreement on the operating procedures and practices, the Contractor shall request the CCT to issue a Protocol to regulate their interaction in this regard and shall propose provisions of such Protocol.

Notwithstanding the foregoing, the CCT shall be entitled to, at any time, issue Protocols which describe how its Contractors shall interact and work together. The Contractor shall be obliged to follow such Protocols, which, in the event of a conflict, shall supersede any Protocols which the Contractor and the Transport Contractors may have agreed upon.

In the event of a dispute between the Contractor and any or all of the Transport Contractors, in relation to MyCiti services, the Contractor shall provide its fullest co-operation and take all reasonable steps to resolve the dispute within 3 Business Days of the dispute having arisen, or where such dispute interrupts any of the Services, forthwith upon the dispute having arisen. Should the dispute fail to be resolved in the time frames provided, the dispute shall be referred to the CCT for resolution in accordance with such procedures as the CCT may decide. Any of the parties to the dispute shall have the right to appeal the decision of the CCT within a period of 5 Business Days of receipt of the CCT's decision.

13.7.5.9. Statement of Methodology

The Tenderer shall submit with its tender a Statement of Methodology which must contain:

- a) an overview of the management and operational systems and structures to be implemented in order to carry out the Cash Management Contract; and
- b) a full description of the proposed management and operational plan, including the following operational processes:

- start of day procedures;
 - end of day procedures;
 - supervision and record-keeping relating to supervision;
 - dress code, which must comply as prescribed by the CCT;
 - shift rotation schedules and methodology; and
 - any specific measures which may need to be taken in respect of the different functions.
- c) a full breakdown of the Tenderer's resources and infrastructure which will be used in the provision of the Services, including information systems, equipment and the like;
- d) a detailed description of the proposed accounting system, which should provide for adequate audit control;

13.7.5.10. Infrastructure and Facilities available to the Contractor

The Contractor will be entitled to use the infrastructure and facilities which are owned, managed or under the control of the CCT or third parties agreed at the commencement date or any other time during the contract terms.

13.7.5.11. Logging calls/Software

The CCT has acquired Maintenance Management Software / Information Management Software (called Forcelink) for use across all contracted services of the Transport operation.

The Contractor will be required to use this system to log calls for the servicing and maintenance of all the CCT's equipment and facilities.

The CCT may in the course of the contract replace the system with an alternative system. In the event of this occurring, the CCT will inform the Contractor of its intention through a service notice. The Contractor shall use the new system in accordance to the instructions in the service notice.

13.7.5.12. Information, Call Centres and Communication

City of Cape Town's Transport Information Centre

The City of Cape Town has a public Transport Information Centre ("TIC"), located at the CCT's Transport Management Centre ("TMC") in Goodwood, which is operational 24 hours a day, 7 days a week. The primary role of the TIC is to provide the public with bus (including MyCiTi), rail and taxi information relating to routes, timetables, fares, ticket outlets, taxi interchanges, taxi ranks and park-and-ride facilities. The other role of the TIC is to log public transport issue, or complaint, related calls, which are then escalated by the TIC to the appropriate CCT Official to resolve.

The Contractor shall also ensure that Personnel adhere to the required procedures and Protocols for the logging and status tracking of its internal calls with the MyCiTi Operations Call Centre.

For more information, the Contractor shall refer to the TIC website

(<http://www.capetown.gov.za/en/transport/Pages/default.aspx>).

13.7.5.13. Reporting: The Monthly Performance Report shall include:

- a) The number of staff employed during the Month in question, including the positions in which they are placed.
- b) A roster reflecting the supervisors on duty for each shift carried out during the previous Month.

- c) Attendance registers, which are to be signed daily by the staff, alternatively where their attendance is recorded electronically, copies of such electronic registers.
- d) Reports on the performance and any matters relating to processes and procedures within each of the functions.
- e) Any matter which the Contractor wishes to draw to the attention of the CCT or which, in the reasonable assessment of a prudent contractor in the position of the Contractor, should be brought to the attention of the CCT.
- f) Copies of any documents and/or records which the CCT's Authorised Representative/s may request, such as payroll schedules, financial records, maintenance records, supplier invoices and the like, which may reasonably be necessary for the CCT to satisfy itself of the Contractor's compliance with its obligations in terms of this Contract.
- g) The outcome of the analysis of Performance Monitoring and Penalties for the Month, including all requested supporting documentation.
- h) The Contractor's Authorised Representative/s shall provide the CCT's Authorised Representative/s, by no later than the 10th Business Day of each Month, with a written Monthly performance report in relation to the preceding Month for each Station and function ("Monthly Performance Report"). The extent of the Monthly Performance Report is subject to review and the CCT may elect to add or remove certain sections of the Monthly Performance Report.

13.7.5.14. Meetings

The Contractor's Primary Representative or his/her delegate will be required to be available for:

- a) Mandatory site meetings with the CCT's Primary Representative or his / her delegate as and when required or as otherwise agreed between the Parties.
- b) Monthly performance meetings at which issues of performance standards will be discussed and, where necessary, rectification measures will be discussed and agreed upon.
- c) Emergency / ad-hoc meetings to address unforeseen matters that require urgent attention.
- d) The Contractor will, undertake liaison with staff of the CCT for the purpose of day-to-day management of the Contract, arranging monthly or ad hoc meetings, invoicing procedures and any ad hoc contractual matters that may arise in the course of the Contract.

13.7.5.15. Financial Reports

The Contractor shall, on request from the CCT and by a reasonable date specified by the CCT, supply any additional financial reports other than those supplied as prescribed in Section 13.7.3.3.

13.7.5.16. Record-keeping

In addition to any other obligations in the Contract with regard to the keeping of any records, where any communication between the Parties is required to be in writing, both Parties will retain records of such communication for the duration of this Contract and for 3 years thereafter. Where communication is not in paper form (such as an sms or WhatsApp), then the Parties, exercising reasonable judgment as to the importance of the information contained in such communication, will be required to convert such information into paper form and retain it in terms of this clause, or send a confirmatory email of the dispatch of the sms, including the time, date and content of such sms.

13.7.5.17. Equipment

The Contractor shall be entitled to use any of the Equipment owned by the CCT or third parties. A list will be provided.

The Contractor shall not be responsible for the installation and maintenance of the Equipment. Such Equipment shall be installed and maintained by other parties, such as, but not limited to, the AFC Contractor.

The Contractor shall safeguard and monitor all Equipment (whether owned by the Contractor or not) in order to ensure that it is at all times in proper working order.

In relation to the Equipment the Contractor shall immediately report any failures or malfunctions in terms of a Protocol issued by the CCT to arrange for the necessary repair or replacement.

The Contractor shall insure its own Equipment, infrastructure and facilities.

The CCT shall provide the Contractor with 2 sets of keys for each facility under the control of the Contractor. Should any keys or locks be lost or damaged, the Contractor shall be responsible for replacing those locks and keys at its cost and shall advise the CCT accordingly. Keys shall be controlled by way of a register.

13.7.5.18. Scheduled Events

The CCT provides MyCiTi vehicle transport services for approximately 15 to 20 scheduled events per year, in relation to which the CCT shall issue a Service Notice to the Contractor.

Where events impact the Contractor, for instance where extended cashier services are required, the Contractor shall follow the operational plan as developed and approved by the CCT.

In relation to Services for scheduled events, the Contractor:

- a) May only charge for Services according to the Price Schedule.
- b) Must provide adequate resources and staffing to execute the Services during scheduled events, as determined by the event size and any service notices issued by the CCT; and
- c) Must ensure that each affected kiosk remains operational until the last MyCiTi vehicle making use of such Station has completed its Route.

13.7.5.19. Transport and Use of Vehicles on Routes

Where necessary, the Contractor shall apply, in terms of the CCT's by-laws, for permission to use any vehicles on the Routes for the purpose of rendering the Services.

13.7.5.20. Mitigation of Criminal Activities

It is a specific requirement that the Contractor shall be vigilant in investigating any possible activities by its own personnel and others at facilities managed by the Contractor that may result in the CCT losing income. As such, the Contractor shall be required to engage in processes that may expose such activities including but not limited to:

- Polygraph testing of Personnel;
- Mystery shoppers;
- Contractor will have access to CCTV footage available at the TMC, if such footage is available.

13.8. Trade Names Or Proprietary Products

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

words “or equivalent”.

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

13.9. Employment Of Security Personnel

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

13.10. Forms For Contract Administration

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

- a) Monthly Project Labour Report (**Annex 14.1**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 14.2**).
- c) Joint Venture Expenditure Report (**Annex 14.3**).

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.

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

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

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier’s compliance with the sub-contracting conditions of the **Preference Schedule**.

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

13.11. Annexures to the project specifications

Annex	Name	Page Number
A	Typical Personnel & Grading: MyCiTi Stations	176
B	Typical Personnel: PTI's - Security	182
C	Uniforms	188
D1	Cleaning Specifications - MyCiTi	191
D2	Cleaning Specifications – PTI's	199
E	Landscaping Specifications	206
F	Penalties & Performance Adjustments	219
G	Equipment not installed or maintained but used by the FM Contractor	229
H	Vehicle Permit Application	230
I	Sample Co-Operation Agreement	235
J	Present MyCiTi Operating Hours	237
K	Facilities with Intruder Detection Systems Installed	240
L	Facilities with Closed Circuit Television Systems Installed (CCTV	241
M	Monthly Passenger Movement Data	242
N	Typical Passenger Movement Profiles	243
O1	Cash Management – Operating hours of kiosks	247
O2	Cash Management – Protocol for the management of Single Trip Ticket Dispensers (STTDs)	251
O3	Cash Management – Monthly passenger movement (data)	254
P1.1	Relevant past / current experience in each functional area	259
P1.2	Tenderer' Technical Experience - Self Performed Services	261
P1.3	Tenderer' Technical Experience - Sub-Contracted Services	263
P1.4	Proposed Schedule of Sub-Contractors	265
P1.5	Professional Services Personnel	266
P1.6	Cash Management: Record of experience in receiving, receipting, balancing, safekeeping, depositing and reconciliation of cash	267
P1.7	Cash Management: Key Personnel Cash Management	268
P1.8	Cash Management: Banking Charges Reimbursements	269
P1.9	Statement of Methodology	270

Specification Annexure A – Typical Personnel: MyCiTi Stations

Annexure A1 – Typical Personnel and Grading: MyCiTi Stations – Security

Type	Region	Facility	*Station Grade	Security Personnel								
				Day				Night				
				Grade A	Grade B	Grade C	Grade D	Grade A	Grade B	Grade C	Grade D	
Station	Southern	Adderley	1	0	1	2	0	0	0	0	1	0
Station	Eastern	Airport	4	0	0	1	0	0	0	0	1	0
Station	Central	Atlantis	1	0	1	2	0	0	0	0	2	0
Station	Northern	Century City	3	0	0	1	0	0	0	0	1	0
Station	Central	Circle East	3	0	0	1	0	0	0	0	1	0
Station	Southern	Civic	1	0	1	4	0	0	0	0	2	0
Station	Central	Dunoon	2	0	0	1	0	0	0	0	1	0
Station	Southern	Gardens	3	0	0	2	0	0	0	0	0	0
Station	Southern	Granger Bay	4	0	0	1	0	0	0	0	0	0
Station	Central	Grey	4	0	0	1	0	0	0	0	1	0
Station	Central	Janssens	4	0	0	1	0	0	0	0	1	0
Station	Central	Killarney	4	0	0	1	0	0	0	0	1	0
Station	Eastern	Kuyasa (KIOSK)	3	0	0	1	0	0	0	0	0	0
Station	Northern	Lagoon Beach	4	0	0	1	0	0	0	0	0	0
Station	Central	Melkbosstrand	2	0	0	1	0	0	0	0	1	0

Type	Region	Facility	*Station Grade	Security Personnel							
				Day				Night			
				Grade A	Grade B	Grade C	Grade D	Grade A	Grade B	Grade C	Grade D
Station	Central	Milnerton	3	0	0	1	0	0	0	0	0
Station	Southern	Mitchell's Plain	3	0	0	2	0	0	0	2	0
Station	Northern	Montague Gardens	4	0	0	1	0	0	0	1	0
Station	Northern	Neptune	4	0	0	1	0	0	0	0	0
Station	Northern	Omuramba	2	0	0	2	0	0	0	2	0
Station	Northern	Paarden Eiland	3	0	0	1	0	0	0	0	0
Station	Northern	Phoenix	3	0	0	1	0	0	0	1	0
Station	Central	Porterfield	3	0	0	1	0	0	0	1	0
Station	Central	Potsdam	4	0	0	1	0	0	0	1	0
Station	Southern	Queens Beach	4	0	0	1	0	0	0	1	0
Station	Central	Racecourse	3	0	0	1	0	0	0	0	0
Station	Northern	Refinery	4	0	0	1	0	0	0	1	0
Station	Central	Royal Ascot	4	0	0	1	0	0	0	1	0
Station	Central	Sandown	2	0	0	1	0	0	0	1	0
Station	Northern	Sandrift	4	0	0	1	0	0	0	1	0
Station	Northern	Section	4	0	0	0	0	0	0	0	0
Station	Southern	Stadium	4	0	0	2	0	0	0	2	0

Type	Region	Facility	*Station Grade	Security Personnel							
				Day				Night			
				Grade A	Grade B	Grade C	Grade D	Grade A	Grade B	Grade C	Grade D
Station	Central	Sunset Beach	3	0	0	0	0	0	0	0	0
Station	Central	Table View	1	0	1	2	0	0	0	1	0
Station	Southern	Thibault	3	0	0	2	0	0	0	0	0
Station	Northern	Turf Club	4	0	0	1	0	0	0	1	0
Station	Central	Usasaza	3	0	0	1	0	0	0	1	0
Station	Northern	Vrystaat	3	0	0	1	0	0	0	0	0
Station	Southern	Waterfront	3	0	0	1	0	0	0	1	0
Station	Central	Wood	2	0	0	1	0	0	0	1	0
Station	Central	Woodbridge	2	0	0	1	0	0	0	0	0
Station	Northern	Woodstock	2	0	0	1	0	0	0	0	0
Station	Northern	Zoarvlei	3	0	0	1	0	0	0	0	0

*Station Grading definitions:

- Grade 1: "Main Station": These are unique/large Stations with full functionality and ticket sales at all operational hours – total passengers boardings exceeding 1 500 passengers/peak hour
- Grade 2: "Busy Stations": Total passenger boardings between 500 – 1 500 passengers/peak hour
- Grade 3: "Medium Activity Stations": Total passenger boardings between 200 – 500 passengers/peak hour
- Grade 4: "Low Activity Stations": Total passenger boardings less than 200 passengers/peak hour

Annexure A2 – Typical Personnel and Gradings: MyCiTi Stations – Ambassadors and cleaning personnel

Type	Region	Facility	*Station Grade	Ambassadors	Cleaning personnel			
					Day		Night	
					5 days	7 days	5 days	7 days
Station	Southern	Adderley	1	1	0	2	0	1
Station	Southern	Gardens	3	1	0	0.5	0	
Station	Southern	Thibault	3	1	0	0.5	0	0.33
Station	Southern	Queens Beach	4	1	0	0.5	0	0.33
Station	Southern	Waterfront	3	1	0	0.5	0	0.33
Station	Southern	Civic	1	7	0	4	0	1
Station	Eastern	Airport	4	2	0	0.5	0	1
Station	Central	Atlantis	1	1	0	2	0	1
Station	Northern	Century City	3	1	0	0.5	0	0.33
Station	Northern	Sandrift	4		0	0.5	0	0.33
Station	Northern	Omuramba	2	2	0	0.5	0	0.33
Station	Central	Royal Ascot	4		0	0.5	0	0.33
Station	Central	Sunset Beach	3		0	0.5	0	0.33
Station	Central	Racecourse	3	1	0	0.5	0	0.33
Station	Central	Porterfield	3		0	0	0	0.5
Station	Central	Table View	1	3	0	2	0	0.5
Station	Central	Circle East	3		0	0.5	0	0.5

Type	Region	Facility	*Station Grade	Ambassadors	Cleaning personnel			
					Day		Night	
					5 days	7 days	5 days	7 days
Station	Central	Wood	2	1	0	0.5	0	0.5
Station	Central	Dunoon	2		0	N/A	0	0.5
Station	Central	Grey	4		0	0.5	0	0.5
Station	Central	Janssens	4		0	0.5	0	0.5
Station	Eastern	Kuyasa (KIOSK)	3		0	0.5	0	0
Station	Central	Killarney	4		0	0.5	0	0.33
Station	Central	Potsdam	4		0	0.5	0	0.33
Station	Northern	Refinery	4		0	0.5	0	0.33
Station	Southern	Stadium	4		0	0.5	0	0.5
Station	Southern	Grangerbay	4		0	0.5	0	0.5
Station	Southern	Mitchell's Plain	3	1	0	0.5	0	0.5
Station	Northern	Lagoon Beach	4		0	0.5	0	0.33
Station	Central	Milnerton	3		0	0.5	0	0.33
Station	Central	Woodbridge	2		0	0.5	0	0.33
Station	Central	Melkbosstrand	2	1	0	0.5	0	0.5
Station	Central	Sandown	2		0	0.5	0	0.5
Station	Northern	Montague Gardens	4		0	0.5	0	0.5
Station	Northern	Turf Club	4		0	0.5	0	0.5

Type	Region	Facility	*Station Grade	Ambassadors	Cleaning personnel			
					Day		Night	
					5 days	7 days	5 days	7 days
Station	Northern	Paarden Eiland	3		0	0.5	0	0.33
Station	Northern	Woodstock	2	1	0	0.5	0	0.33
Station	Northern	Neptune	4		0	0.5	0	0.33
Station	Northern	Section	4		0	0.5	0	0.33
Station	Northern	Vrystaat	3		0	0.5	0	0.33
Station	Northern	Zoarvlei	3		0	0.5	0	0.33
Station	Northern	Phoenix	3		0	0.5	0	0.5
Station	Central	Usasaza	3		0	0.5	0	0.5

*Station Grading definitions:

- Grade 1: “Main Station”: These are unique/large Stations with full functionality and ticket sales at all operational hours – total passengers boardings exceeding 1 500 passengers/peak hour
- Grade 2: “Busy Stations”: Total passenger boardings between 500 – 1 500 passengers/peak hour
- Grade 3: “Medium Activity Stations”: Total passenger boardings between 200 – 500 passengers/peak hour
- Grade 4: “Low Activity Stations”: Total passenger boardings less than 200 passengers/peak hour

Specification Annexure B – Typical Personnel: PTI’s – Security and Cleaning

Annexure B1 – Typical Personnel: PTI’s - Security

Type	Region	Facility	Security Personnel							
			Day				Night			
			Grade A	Grade B	Grade C	Grade D	Grade A	Grade B	Grade C	Grade D
PTI	Northern	Athlone	0	0	2	0	0	0	2	0
PTI	Central	Atlantis	0	0	4	0	0	0	2	0
PTI	Central	Bayside	0	0	2	0	0	0	0	0
PTI	Northern	Bellville and Paint City	0	0	22	0	0	0	12	0
PTI	Eastern	Blackheath	0	0	2	0	0	0	2	0
PTI	Northern	Bloekombos	0	0	2	0	0	0	0	0
PTI	Southern	Cape Town Station Deck coach stations; Grand Parade and Buitengraght bridge	0	2	36	0	0	0	12	0
PTI	Southern	Claremont	0	0	6	0	0	0	2	0
PTI	Central	Du Noon	0	0	4	0	0	0	2	6
PTI	Northern	Durbanville	0	0	3	0	0	0	2	0
PTI	Eastern	Eersterivier	0	0	2	0	0	0	2	0
PTI	Northern	Elsies River	0	0	2	0	0	0	2	0
PTI	Northern	Fisante Kraal	0	0	0	0	0	0	0	0
PTI	Southern	Fish Hoek	0	0	2	0	0	0	0	0
PTI	Southern	Grassy Park	0	0	3	0	0	0	2	0
PTI	Northern	Gugulethu	0	0	2	0	0	0	2	0
PTI	Northern	Hanover Park	0	0	2	0	0	0	2	0
PTI	Eastern	Joe Gqabi	0	0	6	0	0	0	4	0
PTI	Eastern	Kalkfontein	0	0	2	0	0	0	0	0

Type	Region	Facility	Security Personnel							
			Day				Night			
			Grade A	Grade B	Grade C	Grade D	Grade A	Grade B	Grade C	Grade D
PTI	Eastern	Khayelitsha CBD	0	0	2	0	0	0	2	0
PTI	Central	Koeberg	0	0	1	0	0	0	0	0
PTI	Eastern	Kuilsrivier	0	0	2	0	0	0	2	0
PTI	Eastern	Kuyasa	0	0	4	0	0	0	2	0
PTI	Southern	Langa	0	0	2	0	0	0	2	0
PTI	Southern	Lentegeur	0	1	2	0	0	2	2	0
PTI	Southern	Lotus River	0	0	2	0	0	0	2	0
PTI	Eastern	Lwandle	0	0	2	0	0	0	2	0
PTI	Eastern	Macassar (roadside)	0	0	0	0	0	0	0	0
PTI	Central	Maitland	0	0	2	0	0	0	0	0
PTI	Eastern	Malibu Village	0	0	2	0	0	0	2	0
PTI	Central	Mamre	0	0	0	0	0	0	0	0
PTI	Southern	Masiphumelele	0	1	2	0	0	2	2	0
PTI	Eastern	Meltonrose	0	0	2	0	0	0	2	0
PTI	Eastern	Mfuleni - New Rank	0	0	2	0	0	0	2	0
PTI	Eastern	Mfuleni - Old Rank	0	0	2	0	0	0	2	0
PTI	Southern	Mitchell's Plain precinct including Hazeldene	0	0	14	0	0	0	6	0
PTI	Southern	Mowbray	0	0	4	0	0	0	2	0
PTI	Eastern	Nolungile	0	0	0	0	0	0	0	0
PTI	Eastern	Nomzamo	0	0	2	0	0	0	2	0
PTI	Eastern	Nonkqubela	0	0	2	0	0	0	2	0
PTI	Northern	Nyanga Central	0	0	4	0	0	0	4	0
PTI	Northern	Nyanga Junction NY3	0	0	4	0	0	0	2	0

Type	Region	Facility	Security Personnel							
			Day				Night			
			Grade A	Grade B	Grade C	Grade D	Grade A	Grade B	Grade C	Grade D
PTI	Northern	Ocean View	0	0	4	0	0	0	4	0
PTI	Northern	Parow	0	0	4	0	0	0	2	0
PTI	Eastern	Philippi	0	0	2	0	0	0	2	0
PTI	Central	Potsdam	0	0	4	0	0	0	2	0
PTI	Southern	Retreat	0	0	7	0	0	0	2	0
PTI	Southern	Rosmead Avenue holding area	0	0	1	0	0	0	0	0
PTI	Southern	Foreshore Holding Area	0	0	4	0	0	0	2	0
PTI	Eastern	Somerset West Municipal Rank	0	0	3	0	0	0	2	0
PTI	Eastern	Somerset West	0	0	1	0	0	0	0	0
PTI	Southern	Steenberg	0	0	0	0	0	0	0	0
PTI	Northern	Tygerberg	0	0	1	0	0	0	1	0
PTI	Northern	Unibell	0	0	2	0	0	0	2	0
PTI	Southern	Vrygrond	0	0	2	0	0	0	2	0
PTI	Eastern	Vuyani	0	0	0	0	0	0	0	0
PTI	Northern	Wallacedene	0	0	2	0	0	0	2	0
PTI	Eastern	Wesbank	0	0	0	0	0	0	0	0
PTI	Southern	Wynberg	0	0	6	0	0	0	4	0
Total			0	4	206	0	0	2	119	0

Annexure B2 – Typical Personnel: PTI's – Cleaning personnel

Type	Region	Facility	Cleaning personnel			
			Day		Night	
			5 days	7 days	5 days	7 days
PTI	Northern	Athlone		4		
PTI	Central	Atlantis		2		
PTI	Central	Bayside		-		
PTI	Northern	Bellville and Paint City		30		18
PTI	Eastern	Blackheath		2		
PTI	Northern	Bloekombos		2		
PTI	Southern	Cape Town Station Deck coach stations and Buitengraght bridge		31		
PTI	Southern	Claremont		6		
PTI	Central	Du Noon		4		
PTI	Northern	Durbanville		7		
PTI	Eastern	Eersterivier		2		
PTI	Northern	Elsies River		2		
PTI	Northern	Fisante Kraal		1		
PTI	Southern	Fish Hoek		2		
PTI	Southern	Grassy Park		2		
PTI	Northern	Gugulethu		3		
PTI	Northern	Hanover Park		2		
PTI	Eastern	Joe Gqabi		12		
PTI	Eastern	Kalkfontein		1		
PTI	Eastern	Khayelitsha CBD		2		
PTI	Central	Koeberg		1		
PTI	Eastern	Kuilsrivier		3		
PTI	Eastern	Kuyasa		5		

Type	Region	Facility	Cleaning personnel			
			Day		Night	
			5 days	7 days	5 days	7 days
PTI	Southern	Langa		5		
PTI	Southern	Lentegeur		2		
PTI	Southern	Lotus River		1		
PTI	Eastern	Lwandle		2		
PTI	Eastern	Macassar (roadside)		1		
PTI	Central	Maitland		3		
PTI	Eastern	Malibu Village		1		
PTI	Central	Mamre		-		
PTI	Southern	Masiphumelele		3		
PTI	Eastern	Meltonrose		2		
PTI	Eastern	Mfuleni - New Rank		2		
PTI	Eastern	Mfuleni - Old Rank		2		
PTI	Southern	Mitchell's Plain precinct including Hazeldene		26		
PTI	Southern	Mowbray		6		
PTI	Eastern	Nolungile		10		
PTI	Eastern	Nomzamo		3		
PTI	Eastern	Nonkqubela		6		
PTI	Northern	Nyanga Central		12		
PTI	Northern	Nyanga Junction NY3		4		
	Northern	Ocean View		2		
PTI	Northern	Parow		7		
PTI	Eastern	Philippi		5		
PTI	Central	Potsdam		4		
PTI	Southern	Retreat		5		

Type	Region	Facility	Cleaning personnel			
			Day		Night	
			5 days	7 days	5 days	7 days
PTI	Southern	Rosmead Avenue holding area		-		
PTI	Southern	Foreshore Holding Area		3		
PTI	Eastern	Somerset West Municipal Rank		4		
PTI	Eastern	Somerset West		2		
PTI	Southern	Steenberg		-		
PTI	Northern	Tygerberg		2		
PTI	Northern	Unibell		1		
PTI	Southern	Vrygrond		2		
PTI	Eastern	Vuyani		-		
PTI	Northern	Wallacedene		2		
PTI	Eastern	Wesbank		-		
PTI	Southern	Wynberg		14		
			0	270	0	18

Specification Annexure C – Uniforms

SMO LADIES apparel

LADIES, Shoes, COURT, Black

LADIES, Socks, Black

LADIES, Blouse, JANINE, White

UNISEX, Scarf, Navy

LADIES, Cardigan, DELUXE, Navy

UNISEX, Belt, Black

UNISEX, Jacket, PARKA, Navy

UNISEX, Beanie, Navy

LADIES, Skirt, CLAIRE, Navy

LADIES, Slacks BEVERLEY, Navy

33

81A

MyCITI
Siyajikeza. Laat Wiel. Going Places.

SMO MENS apparel

MENS, Shoes, PARABELLUM, Black

MENS, Shirt (S/S or L/S), JOHN, White

MENS, Jersey, Long Sleeve, DELUXE, Navy

UNISEX, Belt, Black

UNISEX, Jacket, PARKA, Navy

UNISEX, Scarf, Navy

UNISEX, Beanie, Navy

MENS, Socks, Black

MENS, Trousers, GRAEME (with turn-up)

34

81B

MyCITI
Siyajikeza. Laat Wiel. Going Places.

SMO TECHNICAL MENS apparel



MENS, Safety Shoes, Black



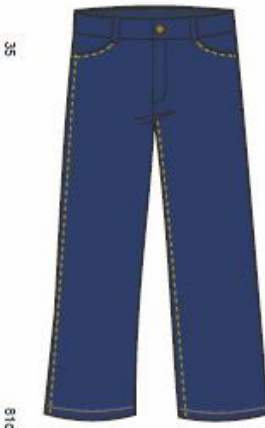
MENS, Socks, Black



MENS, Shirt (S/S or L/S), OXFORD, Light Blue



UNISEX, Polar Fleece (Detachable Sleeves), Navy



35

MENS, Denim Jeans

810



UNISEX, Jacket, PARKA, Navy



UNISEX, Belt, Black



UNISEX, Beanie, Navy



SMO SECURITY LADIES apparel



LADIES, Shoes, COURT, Black



LADIES, Socks, Black



LADIES, Blouse, JANINE, White with epaulettes - worn with Security Brassard



UNISEX, Beanie, Navy



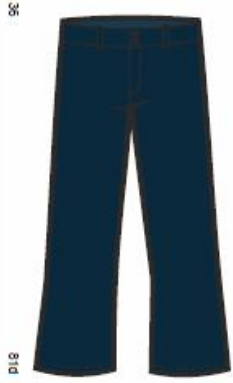
UNISEX, Security Jersey, Navy with epaulettes Worn with Security Brassard



UNISEX, Belt, Black



Security Brassard, Hi-Viz with reflective strip



35

LADIES, Slacks BEVERLEY, Navy

810



UNISEX, Jacket, PARKA, Navy with epaulettes Worn with Security Brassard



UNISEX, Scarf, Navy



LADIES, Skirt, CLAIRE, Navy



SMO SECURITY MENS apparel



MENS, Shoes, PARABELLUM, Black



MENS, Shirt (S/S or L/S), John, White with epaulettes
Worn with Security Brassard



UNISEX, Belt, Black



UNISEX, Security Jersey, Navy with epaulettes
Worn with Security Brassard

37



81a

MENS, Trousers, GRAEME(with turn-up) or LARRY (no turn-ups), Navy



MENS, Socks, Black



UNISEX, Jacket, PARKA, Navy with epaulettes
Worn with Security Brassard



UNISEX, Scarf, Navy



UNISEX, Beanie, Navy



Security Brassard, Hi-Viz with reflective strip



Specification Annexure D1 - Cleaning Specifications - MyCiTi

1. Introduction

- 1.1 The outlined specifications for work tasks and frequencies of such tasks listed herein are intended as a framework for the cleaning operation.
- 1.2 Additional work will often be required and since it will usually be minor in scope, it is intended that the vast majority of such extra or additional work can and will be absorbed within the cleaning and maintenance operation.
- 1.3 When unscheduled work of a major proportion is required and requested of the Contractor, the cost of such will be negotiated to provide a fair and equitable arrangement for both parties.

2. Cleaning Area Cleaning (Excluding Station Precinct)

- 2.1 This area shall be cleaned of litter, plastic bags and any other refuse at least every two weeks or monthly as directed by the CCT.
- 2.2 All paved surfaces, excluding roadways, but including cycle lanes and walkways, shall be swept at least every two weeks or monthly as directed by the CCT.
- 2.3 Spot cleaning shall be executed on all paved surfaces to ensure no build-up of grease and grime.
- 2.4 All vertical surfaces up to 3m shall be dry-wiped weekly.

3. Stations and Station Precincts in General

3.1 Sweeping and Dusting

- 3.1.1 Station floors will be clean and free of dirt streaks and there will be no dirt remaining in corners, behind doors, or where the dirt is picked up with the dustpan after the sweeping operation.
- 3.1.2 Wads of gum, tar, and other sticky substance will have been removed from the area.
- 3.1.3 Grills and woodwork will be dust-free after dusting.
- 3.1.4 There will not be any spots or smudges on the wall surfaces, caused by touching the wall with the treated dust cloth.
- 3.1.5 Furniture and equipment will not be disfigured or damaged during the cleaning operation.
- 3.1.6 There will not be any dirt left where sweepings were picked up.
- 3.1.7 Furniture and Equipment moved during sweeping will be replaced.
- 3.1.8 There will be no trash or foreign matter under tables, or chairs.
- 3.1.9 There will not be any oily spots or smudges on walls, caused by touching them.
- 3.1.10 When inspected with a flashlight, there should be few traces of dust on any surface.
- 3.1.11 Windowsills, door ledges, doorframes, door louvers, window frames, wainscoting, columns, and partitions will be free of dust.

3.2 Polishing and Wall Spotting

- 3.2.1 Doorknobs, push bars, kick plates, railings, doors and other surfaces will be clean and polished to an acceptable lustre.
- 3.2.2 Wall surfaces up to a standing height will be free of finger marks, smudges, and other dirt spots of any kinds.

3.3 Mopping

- 3.3.1 Station and entrance doors will be free of loose and/or caked dirt particles and will present an overall appearance of cleanliness after the mopping operation.
- 3.3.2 Walls and other surfaces will be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing's from the cleaning solution and rinse water.

3.3.3 All surfaces will be dry and the corners and crevices clean after mopping.

3.4 Litter

3.4.1 All areas inside Stations will be free of litter.

3.4.2 Litter will be picked up and placed in waste receptacles outside the Station or in plastic bags kept out of sight of the public.

3.5 Damp-Wiping

3.5.1 Mirrors, door glass, and all other glass that can be reached while standing on the floor will be clean and free of dirt, dust, streaks, and spots.

4. **Stairway Cleaning**

4.1 Sweeping and Dusting

4.1.1 Stair landings, steps and all corners of stair treads will be free of loose dirt or dust streaks after sweeping.

4.1.2 Stair railings, door moldings, ledges, and grills will be dust free after dusting. The dust will have been removed rather than pushed around.

4.2 Cleaning, Polishing and Wall Spotting

4.2.1 Glass surfaces will be clean and free of any smudges, finger marks and dirt.

4.2.2 Handrails, doorknobs, and other surfaces will be clean and polished to an acceptable lustre.

4.2.3 Walls up to a standing height will be free of finger marks and other dirt spots of any kind.

4.3 Mopping and Scrubbing

4.3.1 Stair landings and steps will be free of loose and/or caked dirt particles and will present an overall appearance of cleanliness after mopping or scrubbing.

4.3.2 Walls and stair risers will be free of watermarks, scars from the equipment striking the surfaces and splashing's from the cleaning solution.

4.3.3 All surfaces will be dry and the corners and cracks clean after dry mopping.

5. **Elevator and Escalator Cleaning**

5.1 Vacuum Cleaning and Dusting

5.1.1 Interior surfaces of elevator will be free of loose dirt & dust streaks.

5.2 Cleaning, Polishing and Wall Spotting

5.2.1 Handrails, controls, and other surfaces will be clean and polished.

5.2.2 Walls will be free of finger marks and other smudges.

5.3 Mopping, Waxing and Polishing

5.3.1 Elevator walls will be free of splash marks. Floor will be clean and base plates and thresholds polished.

5.4 Landings and Treads (Escalators)

5.4.1 The landings and treads will be free of loose dirt, dust streaks, and gum or other foreign substances.

5.5 Cleaning, Dusting, Polishing and Wall Spotting (Escalator)

5.5.1 The walls and all objects in the area will be free of finger marks and other smudges.

5.5.2 Handrails and glass will be clean. Wood and metal surfaces will be cleaned and polished.

6. Restroom Cleaning

- 6.1 Trash containers will be emptied clean, liners inserted.
- 6.2 All sanitary receptacles will be clean, both inside and outside, and contain a new liner.
- 6.3 No trash will be on floor.
- 6.4 Replenishment of Supplies
 - 6.4.1 All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.)
- 6.5 Cleaning of Sanitary Receptacles
 - 6.5.1 All sanitary receptacles will be empty except for a new "liner".
 - 6.5.2 All sanitary receptacles will be free of spots, stains, and finger marks.
 - 6.5.3 All sanitary receptacles will be free of odours.
- 6.6 Cleaning of Toilet Room Fixtures
 - 6.6.1 All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots, and stains.
 - 6.6.2 The wall surfaces will be free of spots and smears.
 - 6.6.3 All toilet seats will be left in raised position after cleaning. They will be free of spots and stains, and the seat hinges will be free of mould.
 - 6.6.4 The plumbing fixtures will be free of mould and water stains.
- 6.7 Cleaning of Supply Dispensers, Wall Tiles, Stall Partitions, Doors, Shelves, Mirrors and Floors
 - 6.7.1 All supply dispensers will be clean and free of finger marks and water spots.
 - 6.7.2 All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.
 - 6.7.3 All mirrors should be free of streaks, smudges, water spots, dust and should not be cloudy.
 - 6.7.4 Walls, stall partitions, and doors will be free of hand marks, dust, pencil marks, water streaks, mop marks, and mould.
 - 6.7.5 Floors (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains, and strings.
 - 6.7.6 Particular attention should be given to area under urinal.

7. Wall Cleaning

- 7.1 Wall Washing
 - 7.1.1 There will be no streaks or spots remaining on walls or signs of not overlapping.
 - 7.1.2 There will be no smudges, spots at point where cleaning of the lower and upper halves of the wall overlaps.
 - 7.1.3 No water will have been spilled on floor or furnishings.
 - 7.1.4 Wall will be uniformly clean all over.
 - 7.1.5 Woodwork on doors, windows, and molding's will be clean.
 - 7.1.6 All furniture, pictures, and other furnishings moved during the wall washing operation will be returned to their original position.

8. Floor Cleaning

- 8.1 Preparation of Mopping
 - 8.1.1 Cleaning solutions, where used, will have been mixed thoroughly and in the proportions specified without undue spillage of either solution or rinse water.
 - 8.1.2 Proper precautions will have been taken to advise building occupants of wet and/or slippery floor conditions.

- 8.1.3 The space to be mopped will have been properly prepared for the mopping operation by sweeping the floor area as necessary and otherwise clearing of visible debris.
- 8.2 Floor Mopping
 - 8.2.1 The mopping work will have been performed in such manner as to properly clean the floor surface, care is to be taken to see that the correct type and mixture of cleaning solution, if required, has been used. Proper extraction methods will be used to eliminate residue build-up in seams and discoloring of grout.
 - 8.2.2 All mopped areas will be clean and free from dirt, streaks, mop marks, and strands, etc.; properly rinsed, if required, and dry-mopped for an overall appearance of cleanliness.
 - 8.2.3 Walls and other surfaces will be free of watermarks, scars, or marks from the cleaning equipment striking the surfaces and splashing's from the cleaning solution and rinse water.
 - 8.2.4 Care will have been taken throughout the mopping operation to prevent the liquids and equipment from coming into contact with electric outlets located in the floor areas.
- 8.3 Preparation of Floor Area for Waxing
 - 8.3.1 The floor area will be free of dirt and dissolved wax particles, cleaning material residue, streaks, mop strands, and otherwise be thoroughly cleaned.
 - 8.3.2 Walls furniture bases, and other surfaces will be free of watermarks, marks from the cleaning equipment, and splashing's from the floor cleaning solutions.
- 8.4 Waxing
 - 8.4.1 The surface waxed will have the proper wax applied in accordance with best operating practices.
 - 8.4.2 The wax will be applied thinly, uniformly, and evenly in such a manner as to avoid skipping of areas, and allowed to properly dry before being polished.
 - 8.4.3 Walls furniture and other surfaces will be free of wax residue and marks from the equipment. Covering for wall protection will be used in areas where paneling or cloth is found.
 - 8.4.4 The waxed area will be free of streaks, mop strand marks, skipped areas, and other evidence of improper wax application.
- 8.5 Buffing
 - 8.5.1 The waxed or damp mopped surface shall have dried to the touch before being buffed.
 - 8.5.2 Furniture, and equipment will not be disfigured or damaged during the buffing work.
 - 8.5.3 The finished area will be polished to an acceptable, uniform lustre, and free of extreme highlights from the brushes of the machine.
- 8.6 Furniture Arrangements in Waxed Areas
 - 8.6.1 All rug edges will be replaced to their proper position.
 - 8.6.2 All moved items of furniture and office equipment will be returned to their original positions.
 - 8.6.3 Care will have been exercised to avoid damage to building and/or office equipment during movement of the furniture, etc.
- 8.7 Preparation for Floor Scrubbing
 - 8.7.1 The machine and other equipment will be checked and readied for work in a careful and thorough manner.
 - 8.7.2 Additions of motor oil, where required, will be accomplished in a safe and careful way so as to avoid spillage and overfilling.

8.7.3 Cleaning solutions will be mixed thoroughly and in proportions specified without undue spillage of either solution or rinse water.

8.8 Operation of Machine

8.8.1 Only authorized personnel having sufficient instructions as to its proper and efficient operation will operate the mechanized equipment.

8.8.2 The scrubbing machine will be started and operated in a safe and reasonable manner.

8.8.3 Care of the mechanical equipment will be exercised at all times during its operation to avoid damage to personnel, the building, and equipment.

8.9 Floor Scrubbing and Rinsing

8.9.1 Proper precautions will be utilized to inform the building occupants of wet and/or slippery conditions during the scrubbing operation.

8.9.2 The scrubbing work will be performed in such manner as to properly clean the floor surface with care taken to see that the proper cleaning solution is used.

8.9.3 All areas, including areas inaccessible to the machine and which are cleaned by means of deck scrubbing brushes and/or mops, will be clean and free of dirt, water streaks, mop marks and string; properly rinsed and dry mopped to present an overall appearance of cleanliness.

8.9.4 Walls and other surfaces will be free of watermarks, scars from the cleaning equipment striking the surfaces and splashing from the cleaning solution and rinse water.

9. **Waste Disposal**

9.1 Paper and Trash Collection, Removal and Disposal

9.1.1 Bagged trash will be deposited in waste receptacles outside Stations or out of site of the public for daily collection.

9.1.2 All unused waste collection bags will be in the proper storage location.

9.1.3 Any paper and trash spilled during the collection process will have been cleaned up.

10. **CLEANING LEVELS**

Cleaning will include the following items and will be performed not less frequently than the times stated.

10.1 General Cleaning – Seven (7) days per week Day Crew

10.1.1	Policing of all corridors, lobbies, stairwells, escalators, elevators, lavatories, and building entrances.	DAILY
10.1.2	Sand drums, trash receptacles cleaned	2X
10.1.3	Floors policing spot mop	2X
10.1.4	Emergency clean-ups	as needed
10.1.5	Check all restrooms for supplies and clean as needed	2X
10.1.6	Report any maintenance problems to SM Supervisor	
10.1.7	Clean and take out trash. Cashiers office	1X
10.1.8	Clean all glass doors inside and outside	2X
10.1.9	Clean glass and dust mop main	1X
10.1.10	Clean signage	1X
10.1.11	Vacuum/sweep entrance mats (permanent and non-permanent)	1X
10.1.12	Police exterior area for paper, etc.	2X
10.1.13	Clean/vacuum Station and elevator floors	2X
10.1.14	Clean Station furniture	2X
10.1.15	Dust and wipe clean all office furniture, fixtures, and desk accessories, including telephone and return to their proper place.	1X

10.2 General Cleaning – Seven (7) Days Per Week – Night Crew

10.2.1	Empty and clean all wastebaskets, sand urns/jardinières, receptacles, ashtrays,
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	etc., damp dust or wet wipe and dry polish as necessary. (Liners will be placed in receptacles and wastebaskets).
10.2.2	Remove all trash and wastepaper to designated collection points.
10.2.3	Vacuum all carpet and rugs and remove any gum and spot clean.
10.2.4	Spot clean woodwork, doors, light switches, and walls to remove smudges and fingerprints.
10.2.5	Spot clean all glass doors and sidelight, partition glass, and glass furniture as needed.
10.2.6	Sweep all exterior entrances and vacuum entrance mats.
10.2.7	Wash and polish all restroom mirrors, powder shelves, bright work, dispensers, etc.
10.2.8	Clean and sanitize all restroom, shower rooms, and locker room fixtures, toilet, washbasins, urinals and floors to be kept free of scale and mildew.
10.2.9	Wash and sanitize top and underside of toilet seats and benches.
10.2.10	Refill soap, towel, and tissue containers, and holders.
10.2.11	Wipe down toilet partitions and counters and walls around washbasin.
10.2.12	Mop all restroom and shower room floors.
10.2.13	Mop and spray buff all floors.
10.2.14	Mop outside main Station entrances.
10.2.15	Sweep outside area.
10.2.16	Wipe clean windowsills and other horizontal surfaces nightly.
10.2.17	Empty and sanitize all receptacles and sanitary disposals.
10.2.18	Clean directory boards/signage removing fingerprints and smudges.
10.2.19	All counter tops of wet bar areas will be wiped down nightly and sinks will be cleaned if free of dishes.
10.2.20	Clean/vacuum in place entry mats.
10.2.21	Clean all Station furniture, remove fingerprints and smudges from metal and glass trim on furniture.
10.2.22	Spot clean all walls and columns removing smudges and fingerprints.
10.2.23	Wipe clean the metal railings.
10.2.24	Police and sweep/dust mop the stairwells nightly, damp mop weekly and scrub and seal quarterly.
10.2.25	Empty ashtrays, clean ashtray using water, and wipe down the whole ashtray outside (and, where accessible, the inside) and the ashtray stand, with a damp cloth.

10.3 General Cleaning – Weekly

10.3.1	Machine scrub, wash, and buff all resilient tile and concrete floors
10.3.2	Wash down with disinfectant all ceramic tile walls, toilet partitions, ledges, sills, in restrooms.
10.3.3	Wash all door glass and sidelights.
10.3.4	All vertical surfaces of desks, files, and other furniture will be damp dusted with clean cloth.
10.3.5	Panelled walls will be dusted with a clean cloth.
10.3.6	All air supply and return grills will be thoroughly cleaned.
10.3.7	All windows above reach height washed outside.
10.3.8	High dusting (requires ladders) of all high surfaces
10.3.9	Restroom partitions will be washed with disinfectant solution and a light coat of polish applied.

10.4 General Cleaning – Monthly

10.4.1	Dust all cabinets, files, chairs, chair rails, panelling, sills and trim.
10.4.2	Dust picture frames and picture glass.
10.4.3	Dust exterior of lighting fixtures and air conditioning grills.
10.4.4	All surfaces above reach height, up to 5m, to be washed and thoroughly cleaned.
10.4.5	Remove cobwebs from all recessed areas.
10.4.6	Railings will be polished.
10.4.7	Upholstery spot cleaning as needed/requested.
10.4.8	Panel walls will be dusted with a clean or treated cloth.
10.4.9	All windows above reach height to be washed.

10.5 General Cleaning – Annually

- 10.5.1 All surfaces above 5m including internal and external roof structures and support beams to be dusted and, if required, washed and thoroughly cleaned.

11. Floor Cleaning

11.1 Hard Surface

- 11.1.1 Common areas: Sweep, set mop nightly and spray buff as required. Scrub and refinish monthly and strip and refinish semi-annually.
- 11.1.2 Tenant areas: Dust mop and mop nightly, spray buff weekly, scrub and refinish monthly, strip and refinish quarterly.
- 11.1.3 Restroom floors: Strip and reseal monthly, keep grout clean at all times.
- 11.1.4 Scrub and polish door thresholds daily.

11.2 Concrete floors

- 11.2.1 Dust mop nightly, damp mop weekly and scrub and seal quarterly.
- 11.2.2 Police and sweep building stairwells nightly, wet mop monthly, scrub and seal quarterly.

11.3 Wood Floors

- 11.3.1 Wet mop and buff lightly if required from time to time.
- 11.3.2 Wax and buff floors according to installer's instructions.

11.4 Carpet Floors

- 11.4.1 Thorough nightly vacuuming.
- 11.4.2 Spot removal as required.
- 11.4.3 Common area carpet on multi-tenant floors will be shampooed quarterly.

11.5 Stone Flooring

- 11.5.1 Wet mopped and buffed nightly.
- 11.5.2 Wash and scrub weekly.
- 11.5.3 Grout will be kept clean and free of spotting at all times.
- 11.5.4 Contractor should use the directive and specifications when cleaning the stone floors.

11.6 Computer and word processing raised floors

- 11.6.1 Dust mops with a treated mop and clean spot with a wet mop.
- 11.6.2 Mop bucket will be left outside computer room at all times.
- 11.6.3 Spray buff monthly.

11.7 Outside Building and Sidewalks

- 11.7.1 Police and sweep as required, spot clean spills or other foreign matter by spot mopping or scrubbing nightly.
- 11.7.2 Sweep (nightly) and hose down/scrub (weekly) exterior entrances.
- 11.7.3 Outside entrances - all pavers areas will be policed daily, scrubbed and hosed down weekly.
- 11.7.4 Busways in the Cleaning Areas to be swept and kept clear of debris, windblown sand and litter.

12. SPECIAL CLEANING REQUIREMENTS

- 12.1 Post construction cleaning of all walls and floors according to specifications.
- 12.2 Tenant space cleaning before and after move-in (details and schedule to be arranged by the CCT).

12.3 Raised floors cleaning on a quarterly basis. Coordination with APTMS and AFC Contractor managers and the CCT.

Specification Annexure D2 – Cleaning Specifications – PTI’s

1. General Cleaning Specifications

- 1.1. Cleaning of Public Transport Interchanges includes inter alia:
 - 1.1.1. Major and Minor Offices
 - 1.1.2. Board and Conference Rooms
 - 1.1.3. Ceiling fans and light fittings
 - 1.1.4. Services Rooms
 - 1.1.5. Ablution Facilities
 - 1.1.6. Shower Facilities
 - 1.1.7. Taxi Ranks and Taxi Holding Areas
 - 1.1.8. Bus Ranks and Bus Holding Areas
 - 1.1.9. Wash Bay Areas
 - 1.1.10. Parking Areas
 - 1.1.11. Trading Areas
 - 1.1.12. Kiosks
 - 1.1.13. Access and Exit Roads
 - 1.1.14. Landscaping and Trees, grass patches, flowerbeds, trees and shrubbery (caged and non-caged), rockeries
 - 1.1.15. Drains
 - 1.1.16. Elevators and Lifts
 - 1.1.17. Subways
 - 1.1.18. Kitchen Facilities
 - 1.1.19. Bin Storage Areas
 - 1.1.20. Pedestrian Walkways
 - 1.1.21. And where applicable, statues, paintings, pictures and window frames and all internal surfaces of all windows required
- 1.2. The FM Contractor may use water and electricity required for the work at no charge from the existing supply points at the relevant PTI facility is and where available. The contractor is however required to use water and electricity sparingly and to assist the CCT of Cape Town with water and energy saving initiatives. Fire Hoses and reels are not to be used for the purpose of cleaning.
- 1.3. The FM Contractor shall ensure that all office space is cleaned during the specified Operational Hours of each Public Transport Facility.
- 1.4. All Common areas such as lifts foyers, lifts/elevators, landings, walkways, staircases and stairwells must be cleaned, swept thoroughly and scrubbed and cleaned with automatic scrubbing machines.
- 1.5. Offices must be cleaned in the mornings. All refuse bins emptied and cleaned, all surfaces dusted, floors vacuumed and window frames cleaned.
- 1.6. All ablution facilities must be serviced throughout the day and toilet paper, paper hand towels and soap replenished as and when required.
- 1.7. Deep cleaning of toilets and the removal of human excrement in the areas around the toilet block must be done each day before, after and during the PTI’s operational hours.
- 1.8. Toilets in all designated offices must be deep-cleaned during office hours and must commence not later than 07:00.
- 1.9. Steam cleaning must be done after hours or whenever required. This will be done in conjunction with the Superintendent.
- 1.10. Parking, paved, cobbled, trading, taxi and bus shelter areas must be cleaned, scrubbed and/or degreased as and when required.
- 1.11. No after hour access will be allowed in the Superintendent’s offices and other offices. All cleaning, deep cleaning and steam cleaning must therefore be done during the Superintendent’s operational hours.
- 1.12. General weeding must be done as and when required.
- 1.13. Landscaped areas located within the boundaries of the site are to be cleared of all windblown rubbish and dirt.
- 1.14. General cleaning of drains and regular deep cleaning to be maintained to avoid blockages.

- 1.15. Whilst all lifts or elevators, lift foyers, gardens, staircases, stairwells, common areas, walkways, surfaces, frames, etc. must be kept clean and monitored at all times. Deep and steam cleaning of these common areas must be done after operational hours of each particular Public Transport Interchange Facility.
- 1.16. The Window Cleaning (including frames and ledges) is confined to the internal and external surfaces of all glazed installations of the Public Transport Interchanges buildings (including toilets). Please note that certain facilities require the use of scaffolding. The FM Contractor is to ensure that necessary safety precautions are taken and adhered to e.g. Harnessing and signage, in compliance with Occupational Health and Safety Requirements.
- 1.17. The FM Contractor shall undertake to clean and maintain all buildings in a clean condition acceptable to the CCT's requirements, in accordance with the attached cleaning schedule as well as the Site Specific Orders which will be agreed upon by both parties before commencement of the contract.
- 1.18. Except where otherwise specified or required, all the cleaning services will be undertaken at times to be negotiated between the CCT's representative and the FM Contractor. Cleaning times may vary as per the operational requirements per PTI facility.
- 1.19. The FM Contractor will be expected to provide all equipment and materials needed to effectively clean the facilities which may include industrial type vacuum cleaners, industrial auto scrubbers, industrial multi speed burnishers, hose pipes, industrial machine sweepers, mops, brooms, buckets. Janitors trolleys, ladders, industrial carpet cleaners, cleaning chemicals (SABS approved), protective clothing including face masks and gloves, etc. together with all other materials and equipment necessary for the full and proper execution of the work conformable with the cleaning specifications. The CCT reserves the right to insist that the FM Contractor provide proof of ownership of the above items prior to the commencement of work.
- 1.20. The FM Contractor may be held liable for any damage to the facilities infrastructure, should it be proven to be due to the negligence of the FM Contractor and its staff. The FM Contractor will repair and re-instate such infrastructure to its original state within a reasonable period as specified by CCT and at the FM Contractor own cost. This includes damage to flooring, tiling, walls, fittings, pavements, windows, etc.
- 1.21. The CCT shall provide suitable storage facilities, where available, for all equipment and materials. These facilities are subject to inspection and must be kept clean by the FM Contractor at all times. If no storage facilities are available on site, the FM Contractor must make its own storage arrangement bearing in mind that such facilities must be easily within reach of the sites allocated to the FM Contractor.
- 1.22. All entrances, inside and outside, of offices and other buildings at the Public Transport Interchanges must be kept clean at all times and monitored continuously.
- 1.23. All areas where there is heavy pedestrian traffic; such as walkways, sidewalks, taxi and bus shelters; must be continuously monitored and kept clean at all times.
- 1.24. The FM Contractor shall ensure that all fire protective doors, fitted to certain areas, are closed after cleaning.
- 1.25. The FM Contractor shall ensure that the cleaning materials and methods used are not abrasive or detrimental in any way to the surfaces concerned.
- 1.26. The FM Contractor shall be responsible for the supply of all toilet paper (in accordance with SABS 648 white in colour) hand soap and paper towels. It shall be the responsibility of the FM Contractor to ensure continuous distribution of these items to all Ablution Facilities and the Superintendent's office.
- 1.27. All cleaning staff must be suitably dressed whilst at the Public Transport Interchange, such clothing to be supplied by the FM Contractor at his/her own expense and to bear the identity of the latter. The FM Contractor is to adhere to the necessary Occupational Health and Safety Requirements with regards to Personal Protective Clothing (PPE). The FM Contractor must also bear in mind that staff will be exposed to areas where there is a lot of vehicular movement; hence staff must be easily identifiable during the course of duty (luminescent bib or overalls). Therefore, personnel are at all times to be identifiable in full company uniform.
- 1.28. The FM Contractor shall provide strict supervision to ensure efficient cleaning services at all times and the orderly and proper conduct of its employees.

- 1.29. Cleaning personnel are not to leave the site during the shift without being relieved or authorised to leave by the Supervisor. Furthermore, personnel are to remain alert and observant throughout the shift.
- 1.30. The FM Contractor shall ensure as far as possible that only female staff is used for the cleaning of female toilets and male staff for the cleaning of male toilets.
- 1.31. The FM Contractor's staff must conform to the CCT's security requirements and laid down arrangements for access and exit from the Public Transport Interchange Facility.
- 1.32. The FM Contractor must issue all cleaning staff with identity cards to be supplied by the FM Contractor at his or her own cost. The identity cards must be worn by the cleaner whilst on duty on the site.
- 1.33. The FM Contractor is made aware that the CCT's Representative may embark on daily or weekly spot checks to discuss the cleaning of the site. On such occasions the site walk must be attended by an authorised person delegated by the FM Contractor i.e. Manager or Supervisor; and attendance is compulsory.
- 1.34. The cleaning of the interior and exterior windows must be undertaken at least once every two months and must coincide with the external cleaning.
- 1.35. The FM Contractor shall ensure that the Cleaning Staff removes all refuse to the designated refuse area and refuse pick up points. This area is to be kept clean at all times. FM Contractors will be held responsible for the safety of all refuse bins and will ensure that security measures are put in place to curtail theft/loss or damage of bins. Failure to implement security measures and where theft/loss and damage occurs as a result of this, the FM Contractor will be held liable for the cost.
- 1.36. The FM Contractor shall provide CCT with an end of the month return indicating the number of Supervisory and other cleaning staff in his/her employment and may not sub- contract any part of the Contract without permission of the CCT.
- 1.37. The FM Contractor may be required to perform additional services on an ad-hoc basis. Agreement of the costs and remuneration will be subject to tendered rates.
- 1.38. The FM Contractor to ensure that all necessary safety signage is displayed during the course of duty and complies with the necessary Occupational Health and Safety requirements.

2. Special Requirements in respect of Buitengracht Pedestrian Bridge

- 2.1. The cleaning services must include:
 - The footbridge superstructure
 - The ramps
 - The steps and stairs
 - The two lifts, and
 - The pedestrian area beneath the footbridge
- 2.2. Due to the fact that there may not be enough work to keep staff occupied full time at this facility, it is envisaged that this service will be managed in conjunction with the Station Deck service and that the staff for the bridge cleaning service will be occupied on the Station Deck for the remainder of the shift.
- 2.3. It is noted that the Buitengracht Pedestrian Bridge crosses over an extremely busy roadway and that the FM Contractors' Staff will take necessary care to ensure that nothing is dropped onto the roadway below while cleaning takes place.
- 2.4. The cleaning services and the frequency with which they are to be provided is detailed on the cleaning schedule.
- 2.5. With respect to the requirement to clean all accessible glass surfaces on a monthly basis, it is noted that the outside face of the glass screen along the West Edge of the bridge is, for the most part, regarded as inaccessible, and is and when cleaning of this surface is required, special arrangement will have to be made, for which payment will have to be negotiated on an ad-hoc basis. Cleaning of the inside face and the lower reaches of the outside face must however be undertaken monthly.
- 2.6. All glass in relation to the lift structures must be cleaned as per the frequency detailed in the cleaning schedule.

ACTIVITY GRID REFERENCE FOR PUBLIC TRANSPORT INTERCHANGE FACILITIES IN THE CENTRAL REGION

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Item	PTI	Approximate Footprint	Major Office	Minor Office	Boardroom	Service Room	Ablution Facilities	Shower Facilities	Taxi Ranks	Taxi Holding	Bus Rank	Bus Holding	Wash Bay Area	Parking Area	Trading Area	Meat Trading	Kiosk	Access/Exit Roads	Horticultural	Drains	Subways and Bridges	Elevators	Kitchen Facilities	Bin Storage	External Glass / Screens	Fish Emporium
1	Station Deck	20 000 - 40 000	X	X	X	X	X		X	X	X		X	X				X		X			X	X		
2	Buitengracht	1 000 - 3 000																X	X	X	X	X			X	
3	Koeberg	1 000 - 3 000		X	X	X	X		X									X		X			X	X		
4	Maitland	3 000 - 5 000		X	X	X	X		X					X	X			X	X	X				X		
5	Atlantis	2 000 - 6 000		X	X	X	X		X				X	X	X		X	X	X	X				X		
6	Langa	2 000 - 5 000	X	X	X	X	X	X	X	X					X	X	X	X	X	X			X	X		
7	Mowbray	8 000 - 10 000	X	X	X	X	X		X		X		X	X	X		X	X		X			X	X		
8	Du Noon	2 000 - 5 000		X	X		X		X						X		X	X	X	X			X	X		
9	Potsdam	6 000 - 8 000	X	X	X	X	X		X		X	X	X	X	X		X	X	X	X			X	X		
10	Durbanville	4 000 - 6 000		X	X	X	X	X	X		X			X	X			X	X	X			X	X		
11	Fisantekraal	500 - 1 500							X																	
12	Wallacedene	1 000 - 3000	X	X	X	X	X		X				X	X	X		X	X	X	X			X	X		
13	Bloekombos	1 000 - 3000		X	X	X	X		X					X			X	X	X	X			X			
14	Mitchells Plain	15 000 - 40000	X	X	X	X	X		X	X	X		X	X	X	X	X	X	X	X	X	X	X	X		
15	Lentegeur	2 000 - 5 000	X	X	X	X	X		X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X
16	Kuils River	2 000 - 5 000		X	X	X	X			X				X				X	X	X						
17	Meltonrose	1 000 - 2 000		X	X	X	X			X				X	X			X		X				X		
18	Eersterivier	2 000 - 5 000		X	X	X	X			X				X	X			X	X	X						
19	Blackheath	2 000 - 4 000	X	X		X	X			X				X	X		X	X	X	X						
20	Mfuleni New	2 000 - 5 000	X	X	X	X	X			X	X		X							X				X		
21	Mfuleni Old	3 000 - 4 000															X	X		X						
22	Malibu	500 - 1 000					X		X										X	X			X			
23	Kalkfontein	1 000 - 2 500					X		X									X		X						

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Item	PTI	Approximate Footprint	Major Office	Minor Office	Boardroom	Service Room	Ablution Facilities	Shower Facilities	Taxi Ranks	Taxi Holding	Bus Rank	Bus Holding	Wash Bay Area	Parking Area	Trading Area	Meat Trading	Kiosk	Access/Exit Roads	Horticultural	Drains	Subways and Bridges	Elevators	Kitchen Facilities	Bin Storage	External Glass / Screens	Fish Emporium
24	Nolungile	2 000 - 9 000	X	X		X	X		X	X				X	X	X	X	X		X				X		
25	Nonkqubela	1 000 - 8 000	X	X	X	X	X		X	X				X		X	X	X	X	X			X	X		
26	Khayelitsha	9000 - 12 000		X			X		X	X					X			X		X						
27	Kuyasa	6 000 - 9 000	X	X	X	X	X		X	X				X			X	X		X				X		
28	Macassar	1 000 - 3 000					X		X																	
29	Lwandle	2 000 - 3 000		X	X		X		X				X	X	X		X	X	X	X			X			
30	Nomzamo	2 000 - 10 000		X	X	X	X		X	X			X	X			X	X		X			X			
31	Somerset West	500 - 4 000		X			X	X	X		X		X		X		X	X		X			X	X		
32	Bellville	15 000 - 40000	X	X	X	X	X			X			X	X	X		X	X	X	X			X	X		
33	Unibell	500 - 1 000					X											X								
34	Parow	4 000 - 8000	X	X		X	X		X	X	X			X	X			X	X	X	X		X	X		
35	Elsies River	2 000 - 7 000	X	X	X		X		X	X	X			X	X			X	X	X	X		X			
36	Tygerberg	500 - 2 000		X		X	X				X							X	X	X						
37	Nyanga Central	6 000 - 8 000		X		X	X		X	X				X	X	X	X	X	X	X				X		
38	Nyanga Junction	4 000 - 6 000	X		X	X	X		X	X				X	X		X	X	X	X			X	X		
39	Gugulethu	10 000 - 15 000			X	X	X		X	X							X	X		X				X		
40	Athlone	4 000 - 5 000					X		X									X		X				X		
41	Hanover Park	3 500 - 7 000	X				X		X		X			X	X			X	X	X				X		
42	Wynberg	12 000 - 19 000	X		X	X	X		X		X		X		X			X	X	X	X		X	X		
43	Rosmead Ave	100 - 900										X						X		X			X	X		
44	Claremont	1000 - 18000	X	X	X	X	X		X	X	X		X	X	X			X		X				X		
45	Retreat	5 000 - 12 000		X		X	X		X	X	X		X	X	X			X	X	X	X					
46	Fish Hoek	1 500 - 4 000		X		X	X		X	X	X		X		X			X		X						
47	Joe Gqabi	2 000 - 3 000	X		X	X	X	X	X	X	X	X	X		X		X	X	X	X		X	X	X		

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Item	PTI	Approximate Footprint	Major Office	Minor Office	Boardroom	Service Room	Ablution Facilities	Shower Facilities	Taxi Ranks	Taxi Holding	Bus Rank	Bus Holding	Wash Bay Area	Parking Area	Trading Area	Meat Trading	Kiosk	Access/Exit Roads	Horticultural	Drains	Subways and Bridges	Elevators	Kitchen Facilities	Bin Storage	External Glass / Screens	Fish Emporium
48	Philippi	8 000 - 10 000		X		X	X		X					X		X	X	X	X	X	X		X	X		
49	Lotus River	1 000 - 1 500		X		X	X		X		X							X		X			X			
50	Grassy Park	2 000 - 4 000		X		X	X		X				X	X	X			X		X			X			
51	Vrygrond	500 - 1 000							X	X																

REF NO.	ELEMENT	DESCRIPTION OF GRID REFERENCE
1	Area	Refers to the areas within a demarcated region.
2	PTI	Public Transport Interchange – The site where cleaning services are required.
3	Footprint	Estimation of the amount of people who pass through the facility on a daily basis.
4	Major Offices	Offices occupied by PTI Management.
5	Minor Offices	Offices that occupied by tenants (leased out).
6	Boardrooms	All rooms used for the purposes of meetings, conferences and workshops.
7	Service Rooms	Areas used to house cleaning and security staff.
8	Ablution Facilities	All toilet facilities on site. Includes those facilities linked to major and minor offices as well as all public ablution blocks.
9	Shower Facilities	All shower facilities on site. Includes showers linked to major and minor offices as well as all public shower facilities.
10	Taxi Ranks	All lanes from which taxi operations take place.
11	Taxi Holding Areas	Areas used to park vehicles when not in operation.
12	Bus Ranks	All lanes from which bus operations take place.
13	Bus Holding Areas	Areas used to park buses when not in operation.
14	Wash Bay Areas	Demarcated areas used for the washing of mini-bus taxis.
15	Parking Areas	Areas used for the purposes of parking vehicles. This includes Park-and-Ride facilities.
16	Trading Areas	Areas specifically demarcated for the purposes of trading goods and services.
17	Meat Trading Areas	Areas specifically demarcated for the purposes of trading with meat, poultry and fish. This includes braai areas.
18	Kiosk	Buildings that are used for the trading of goods and services.
19	Access / Exit Roads / Pedestrian Walkways	All roads located on the site that allow access and egress to the site. Includes secondary roads leading to the site as well as pedestrian walkways.
20	Landscaping / Trees	All grass patches, flowerbeds, trees and shrubbery (caged and non-caged), rockeries located within the boundaries of the site.
21	Drains	All Storm water grids. Grids, catch pits, gulley's, etc.
22	Subways / Footways	Subways located on the site, linking street to street with no access to Metrorail platforms. I.R.O Buitengracht Pedestrian Bridge, all public footways and areas on, under or adjacent to the bridge
23	Elevators / Lift Installations	Areas used for the purposes of hoisting one to a different level of a building with more than one floor.
24	Kitchen Facilities	All areas used for the purposes of food preparation
25	Bin Storage	Areas used for the purposes of storing refuse bins and rubble for removal by solid waste.
26	External Glass Screen	In respect of Buitengracht Bridge – Glass screens attached to the bridge for the purposes of weather protection.

Specification Annexure E - Landscaping Specifications

The following specification was specifically prepared for MyCiTi Stations and Routes but should be in broad terms also be applied where applicable to PTIs.

1. PRECINCT LANDSCAPING

1.1. HORTICULTURAL MAINTENANCE

1.1.1. Weeding

1.1.1.1. All agricultural weeds and new alien vegetation i.e. Port Jackson and Rooikrans saplings and/or any other alien vegetation, shall be removed using an appropriate methodology as per standard horticultural practice from all planting areas on a monthly basis, during June, July and August and fortnightly from September to May. All resulting weed material shall be removed from site.

1.1.1.2. All weed material removed from beds is to be bagged and removed off site. Under no circumstance may any of this material be left on paved surfaces, even temporarily.

1.1.1.3. The landscaped areas are covered by drip irrigation, and all care should be taken to avoid mechanical damage to this system, i.e. by the use of forks (for turning of soil, which is not encouraged).

1.1.2. Pruning

1.1.2.1. Shrubs and trees shall be pruned as and when required by using an appropriate methodology as per standard horticultural practice. Clean tools must be used at all times in order to prevent spreading diseases from infected plants to healthy plants.

1.1.2.2. All canopies of trees occurring within the bus Station platforms are to be shaped to a height of no less than 2m from paving level, to allow free pedestrian movement.

1.1.2.3. Shrubs and groundcovers are to be pruned back to ensure clear kerb lines and paved edges.

1.1.3. Composting

Composting must be performed during August of each year. A 50mm layer of compost shall be applied to all exposed bed areas and to areas replanted due to damage and ongoing replacement of senescent plants.

1.1.3.2. Compost shall only be obtained from a source approved by the CCT and shall be free of any agricultural weed seed or alien vegetation seed, plastic, glass or any other alien material and debris.

1.1.3.3. Any further application of compost shall be charged for as an additional amount with prior agreement between the Client and the CCT and in accordance with tendered rates.

1.1.4. Fertilisers and Additives

1.1.4.1. 'Bounce back' or similar slow release organic fertiliser shall be applied at a rate of 80 g/m² in February, August, October and December to all landscaped areas and at the bases of trees within the platforms.

"Maxiphos" or a similar product, or bone meal shall be applied at a rate of 15g/m² in March,

September, November and January to all landscaped areas (hydro –seeded areas excluded)

1.1.5. Mulching

- 1.1.5.1. A 30 mm layer of coarsely ground, weed free compost shall be applied annually, in August, to all planted areas.
- 1.1.5.2. The mulch shall be laid in a uniform layer. Care is to be taken to not cover leaves and shoots of groundcovers, or any other plant.
- 1.1.5.3. Mulching should not cover drip irrigation lines, all drip lines to be visible, and re-instated as detailed below once the mulch layer has been spread.

1.1.6. Tree stakes and ties

- 1.1.6.1. Tree stakes and ties shall be examined on a monthly basis. Stakes shall be firmed into the soil and tree ties shall be replaced or adjusted where required. Stakes that have been pulled inwards must be straightened. Cross braces must be securely attached to uprights at all times.
- 1.1.6.2. After spells of strong wind, all tree staking to be inspected and made good as necessary.

1.1.7. Replacement of plant material

- 1.1.7.1. It is the responsibility of the maintenance contractor to replace dead plants at his own cost if the plants died due to negligence on the contractor's part.
- 1.1.7.2. Examples of negligence include: failure to inspect and repair any damage to irrigation, failure to identify and act on infestations of pest and or diseases, failure to comply with good horticultural practices which may shorten the lifespan of certain species.

1.2. PESTS AND DISEASE

1.2.1. Monitoring

- 1.2.1.1. The Contractor shall check weekly for the presence of pests and diseases and shall report any such presence to the CCT.

1.2.2. Spraying

- 1.2.2.1. Pesticides and fungicides shall be applied as per manufacturer's specifications and with the CCT's approval.

1.3. IRRIGATION

Hand watering

The FM Contractor shall be responsible for the cost of hand watering, unless otherwise stated in this Contract, i.e. if the automated irrigation system should fail, be stolen, damaged or vandalised and hand watering is required until the irrigation system is operational. Such cost of hand watering by means of a water bowser or similar method shall be subject to the prior approval of the CCT.

1.3.1. Automatic irrigation system

- 1.3.1.1. The Contractor shall carry out the following tasks once a Month unless otherwise instructed

by Service Notice and shall report to the CCT the dates on which these tasks were completed:

- 1.3.1.2. Adjust the irrigation schedules in the control computer in accordance with the current seasonal irrigation demand.
- 1.3.1.3. Operate the system automatically, Station by Station and check that every valve opens and closes according to programme.
- 1.3.1.4. Drip irrigation to be monitored to ensure that all connections are secured, and that all drip apertures are functioning correctly. Check that the surface mounted drip lines are spaced equidistantly, running parallel and that the wire tie-down hoops are secured correctly.
- 1.3.1.5. The bubblers at the base of the trees on platforms are to be monitored by removing the cover plates at the base of trees and individually inspecting each bubbler to confirm their operation.
- 1.3.1.6. Where drip lines or bubblers at trees are not operating at the specified pressure, identify and correct the cause of the lack of pressure. The cost of this item must be allowed for and will not be considered as an additional item at a later stage.
- 1.3.1.7. Mainline flushing: It is strongly recommended that the mainline be flushed to rid all lines of accumulated sediment after non-use during winter Months. It is suggested that this takes place annually in August.
- 1.3.1.8. The Contractor must:
 - 1.3.1.8.1. be observant for any excessively wet areas which may indicate leaks in the pipe network and for any excessively dry areas which may indicate a blockage in the pipe network.
 - 1.3.1.8.2. open all valve boxes and check for leakage at the valve, and remove any debris or vegetation from the inside of the box.
 - 1.3.1.8.3. re-adjust the installed height of drip line following mulching activities and positioning of dripper lines in relation to the finished level (i.e.: to be on top of mulch).
- 1.3.1.9. Any repair to damaged solenoid valves resulting from careless manual opening and closing of the valves, will be for the account of the Contractor.
- 1.3.1.10. Any defects or damage must be rectified immediately, and the contractor must always notify the CCT of such problems.

1.4. SUNDRY PERIODIC HORTICULTURAL REQUIREMENTS

- 1.4.1.1. *Carpobrotus edulis* are to be replaced when die-back occurs in extent larger than 0.5m². Replanting of these areas by using cuttings harvested from site, planted at a density of 8 per m². Such replanting is best done in spring.
- 1.4.1.2. Bulbous plant species, e.g.: *Agapanthus*, *Dietes* should be lifted and divided and replanted following good horticultural practices (green leaf blades to be cut back to 70% of their length), in properly prepared soil (compost, mulch etc. as detailed in this document), at a planting density of 6 per m² for both these species.
- 1.4.1.3. *Plectranthus neochilus*, *Arctotis acaulis* & *Osteospermum* species are to be replaced when

die-back occurs in extent larger than 0.5m². Replanting of these areas by using cuttings harvested from site, planted at a density of 6 per m². Such replanting is best done in spring.

1.4.1.4. Woody shrubs, e.g.: Buddleja species, Euryops species, Salvia species, Plumbago species, etc. are to be pruned back to encourage new compact growth. Pruning of these after flowering.

1.4.1.5. The above illustrates specific requirements for these species, on site conditions may require additional interventions, and must be allowed for.

1.5. GRAVEL IN-FILL IN PAVED STATION PRECINCTS

1.5.1.1. Gravel layers beneath palm trees (Table Mountain sandstone crusher stone, 20-25mm) must be kept weed-free at all times. Any loose stones shall be returned to the square opening under palm trees and shall be replaced where necessary. Gravel layers must be maintained at the general paving level, on an on-going basis (and where additional gravel is required by the CCT it shall be paid in accordance with tendered rates).

1.6. GENERAL

1.6.1. External general cleaning

1.6.1.1. All hard landscaped areas are to be kept weed free, using appropriate herbicides.

1.6.1.2. Any plastic bags caught in structures and trees to be kept clear on a daily basis from station precincts or as directed by CCT.

1.6.1.3. All litter accumulated in planted areas to be removed to the municipal refuse depot on a daily basis or as directed by CCT.

1.6.1.4. Contractors to ensure that all labourers' personal effects are kept out of the public realm.

1.6.1.5. The landscape maintenance contractor to ensure all Health and Safety rules and regulations as per the Occupational Health and Safety act of 1993 are adhered to by his staff, drivers and labourers. Failure to adhere to these requirements may result in penalties being applied.

1.7. ADMINISTRATIVE OBLIGATIONS

1.7.1.1. The Contractor shall be responsible for keeping monthly maintenance record sheets, which shall be made available for inspection by the CCT or client on request.

1.7.1.2. The CCT shall inspect and verify the Contractors' in-house maintenance record sheets before the Contractor presents his payment claim to the CCT for authorization of payment.

1.7.1.3. The Landscape Contractor shall familiarise himself with the conditions laid down in the Maintenance Specifications, and shall ensure that they are strictly adhered to in the maintenance programme.

1.7.1.4. The CCT and Contractor shall perform monthly inspections to evaluate and weight the quality of the maintenance for the preceding Month. Performance Evaluation Matrix will be used to objectively evaluate monthly works and adjust monthly maintenance payment claims in accordance with Clause 12 of the Part 8A: General Rights and Obligations.

2. ROUTE LANDSCAPING SERVICES

2.1. Horticultural Maintenance of planted landscaped areas

2.1.1. Weeding

- 2.1.1.1. All agricultural weeds and new alien vegetation i.e. Port Jackson and Rooikrans saplings and/or any other alien vegetation, shall be removed using an appropriate methodology as per Best Industry Horticultural Practice from all planting areas on a monthly basis, during June, July and August and fortnightly from September to May. All resulting weed material shall be removed from site.
- 2.1.1.2. Tibullus spp (Devils' Thorn) is to be removed by hand during October to April, where it appears in a three-meter-wide strip, on either side of the cycle way and paved Station Precincts.
- 2.1.1.3. All weed material removed from beds is to be bagged and removed off site. Under no circumstance may any of this material be left within the Routes, cycle ways or paved surfaces, even temporarily.

2.1.2. Pruning

- 2.1.2.1. Shrubs and trees shall be pruned as and when required by using an appropriate methodology as per standard horticultural practice. Clean tools must be used at all times in order to prevent spreading diseases from infected plants to healthy plants.
- 2.1.2.2. Palm tree fronds must be pruned once a year, in March/April. The pruning method of palm trees shall be to promote a 'Pineapple' shaped crown. Any cracked, dislodged or dangerous fronds must be removed on an on-going basis. Any fruit clusters or dead flower fronds must be removed on an ongoing basis. These obligations are also applicable to both Washingtonia and Phoenix species.
- 2.1.2.3. All canopies of trees occurring within the Station platforms must be shaped to a height of no less than 2m from the paving level, to allow free pedestrian movement.
- 2.1.2.4. Shrubs and groundcovers must be pruned back to ensure clear kerb lines, paved edges and cycle ways.

2.1.3. Composting

- 2.1.3.1. Composting must be performed during August of each year. A 50mm layer of compost shall be applied to all exposed bed areas and to areas replanted due to damage and ongoing replacement of senescent plants.
- 2.1.3.2. Compost shall only be obtained from a source approved by the CCT and shall be free of any agricultural weed seed or alien vegetation seed, plastic, glass or any other alien material and debris.
- 2.1.3.3. Any additional application of compost shall be charged for as an additional amount but only with prior agreement between the CCT and the FM Contractor and in accordance with tendered rates.

2.1.4. Fertilisers and Additives

2.1.4.1. 'Bounceback' or a similar approved slow release organic fertiliser shall be applied at a rate of 80 g/m² in February, August, October and December to all landscaped areas (Hydro-seeded areas excluded).

2.1.4.2. 'Maxiphos' or a similar product, or bone meal shall be applied at a rate of 15 g/m² in March, September, November and January to all landscaped areas (Hydro-seeded areas excluded).

2.1.5. Mulching

2.1.5.1. A 30 mm layer of coarsely ground, weed-free compost shall be applied annually, in August.

2.1.5.2. The mulch shall be laid in a uniform layer and must be applied in a careful manner to ensure that it does not cover leaves and shoots of groundcovers, or any other plant.

2.1.6. Tree stakes and ties

2.1.6.1. Tree stakes and ties shall be examined on a monthly basis. Stakes shall be firmed into the soil and tree ties shall be replaced or adjusted where required. Stakes that have been pulled inwards must be straightened. Cross braces must be securely attached to uprights at all times.

2.1.6.2. After spells of strong wind, in addition to the routine monthly examinations, all tree stakes must be inspected and replaced or adjusted as required.

2.1.7. Replacement of plant material

2.1.7.1. Dead plants must be replaced by the FM Contractor at its own cost if the plants died due to the fault or negligence of the FM Contractor. Examples of fault or negligence include but are not limited to: failure to inspect and repair any damage to irrigation, failure to identify and act on infestations of pest and/or diseases, failure to comply with best industry horticultural practices and any other act or omission which may shorten the lifespan of certain species.

2.1.7.2. The FM Contractor shall be responsible for plant replacement caused by damage by a third party, natural causes or any extra-ordinary event where the damage was not predictable. The cost of such replacement plants shall be in accordance with rates provided for in the Price Schedule. Anything not provided for in the Price Schedule shall be for the account of the FM Contractor.

2.1.7.3. The FM Contractor shall be held responsible and liable for the replacement of plants stolen and shall replace these plants with plants of the same species, type, number and size, unless otherwise instructed by the CCT.

2.1.8. Horticultural Maintenance of Hydro-seeded Areas

2.1.8.1. Definition of Hydro-seeding: Hydroseeding typically consists of applying a mixture of seed, wood fibre, fertilizer, and stabilizing emulsion with hydro-mulch equipment, which temporarily protects exposed soils from erosion by water and wind. Hydroseeding is applied on disturbed soil areas requiring temporary protection until permanent vegetation is established or where a specific mix of indigenous plant material is to be established, using seed material sourced from local mother stock.

2.1.8.2. The initial Hydro-seeding prior to the commencement of this Contract took place within a non-favourable season, and as such it must be expected that there will be an unsatisfactory rate of success. Allowance must be made for hand broadcasting of Hydroseeding mix to bare areas.

2.1.8.3. The areas to be Hydro-seeded are set out in the plant layout plans, and include:

2.1.8.3.1. the Eastern side of Zoarvlei Station, on the Zoarvlei wetland edge;

2.1.8.3.2. from Racecourse Station to Blaauwberg Road on the western edge of the cycle lane.

2.1.9. Brush-cutting of Hydro-seeded areas

2.1.9.1. The FM Contractor shall effect one brush cut to Hydro-seeded areas per year unless otherwise instructed by the CCT from time to time.

2.1.9.2. Areas may only be cut during normal working hours, unless permission is granted in advance by the CCT for cutting outside of normal working hours.

2.1.9.3. All edges shall, where bordering paving, pathways, structures, kerbs, poles and fences, planting areas etc., be cut or trimmed neatly with secateurs or edge cutters.

2.1.9.4. Any Hydro-seeding bordering the cycle way is to be brush cut to a width of 1m either side of the cycle way. Brush cut strips to be maintained at a height no greater than 30cm from ground level.

2.1.9.5. After completion, all resulting debris on the cycle way to be removed by mechanical blower.

2.1.10. Fertilisers and additives in hydro seeded areas

2.1.10.1. Fertiliser and additives to be applied as agreed with CCT

2.1.11. Weeding

2.1.11.1. Weeds in hydro seeded areas shall be removed by hand or chemically treated by spot application of a herbicide approved by the CCT. Herbicides shall only be applied in accordance with the Manufacturer's specifications and instructions. The cost of any application of herbicides during the term of this Contract shall form part of the FM Contractor's costs.

2.1.11.2. All agricultural weeds and new alien vegetation i.e., Port Jackson and Rooikrans and/or any other alien vegetation indicated by the CCT, shall be removed by using an appropriate methodology as per standard horticultural practice from all planting areas on a monthly basis, during June, July and August and fortnightly from September to May. All resulting weed material shall be removed by the FM Contractor from site. Tribulus spp (Devils' Thorn) is to be removed by hand during October to April, for a 5 (five) meter wide strip, on either side of the cycle way and paved Station Precincts

2.1.12. Areas of Natural Re-vegetation

2.1.12.1. For the purposes of this Contract, "areas of natural re-vegetation" shall mean: All areas adjacent to the cycle way or bus lane which have not been landscaped (either with formal planting or by means of Hydroseeding) but have been allowed to re-establish following disturbance. Examples of these areas are: From Milner Road, western edge to Lagoon

Beach Station and from Woodbridge Island Station, along the western edge to Racecourse Station.

- 2.1.12.2. Areas of natural re-vegetation are to be kept clear of all invasive alien vegetation, i.e.: Port Jackson Willow/Rooikrans etc. for a minimum of 5 (five) meters from the nearest kerb edge. The methodology for this clearing is to be approved by the CCT prior to implementation. Maintenance of areas of natural re-vegetation shall include the prevention of the occurrence of Tribulus spp. by means of manual removal in the non-flowering season, as well as spot treatment of any new emergence of this species. In addition, the FM Contractor must sweep up and dispose of any thorns which occur in the landscaped areas, and especially within any paved surface.

2.2. Pests and Disease

Monitoring

- 2.2.1.1. The FM Contractor shall check weekly for the presence of pests and diseases and shall immediately report any such presence to the CCT .

Spraying

- 2.2.1.2. Pesticides and fungicides shall be applied as per manufacturer's specifications and with the CCT's approval.

2.3. Irrigation

2.3.1. Hand watering

- 2.3.1.1. The FM Contractor shall be responsible for the cost of hand watering, unless otherwise stated in this Contract, i.e.: if the automated irrigation system should fail, be stolen, damaged or vandalised and hand watering is required until the irrigation system is operational. Such cost of hand watering by means of a water bowser or similar method shall be subject to the prior approval of the CCT.

2.3.2. Automatic irrigation system

- 2.3.2.1. The FM Contractor shall carry out the following tasks once a Month unless otherwise instructed by the CCT and shall report to that CCT the dates on which these tasks were completed:

- 2.3.2.1.1. Adjust the irrigation schedules in the control computer in accordance with the relevant seasonal irrigation demand.
- 2.3.2.1.2. Operate the system automatically, Station by Station and check that every valve opens and closes according to programme.
- 2.3.2.1.3. With the system operating, locate every sprinkler head and check to see that it is performing according to the specifications.
- 2.3.2.1.4. Check pop-up sprinklers to see that they rise and retract freely, and that there is no leakage from the pop-up seals. Sprinklers that are fitted with check valves against low head drainage must be checked to see that there is no drainage after the control valve

is closed.

- 2.3.2.1.5. Trim grass around pop-up sprinklers and valve boxes. Particular attention shall be paid to pop-up sprinklers that may have become overgrown or covered with soil. The interior mechanism from a small sample of sprinklers must be periodically removed and checked that the strainers at the base are not blocked.
- 2.3.2.1.6. Check for any excessively wet areas which may indicate leaks in the pipe network and such leaks, where detected, must be immediately fixed.
- 2.3.2.1.7. Open all valve boxes and check for leakage at the valve, and remove any debris or vegetation from the inside of the box.
- 2.3.2.1.8. Check the direction of spray and spray radius of all sprinklers in relation to over spray onto cycle ways, bus lanes, Station Precincts etc. and adjust them where necessary for minimum over spray consistent with effective coverage of the planted area.
- 2.3.2.1.9. Readjust the installed height and positioning of pop-up sprinklers in relation to finished level.
- 2.3.2.1.10. Where sprinklers are not operating at the specified pressure, identify and correct the cause of the lack of pressure. Where sprinklers or sprayers on riser pipes are becoming overgrown by foliage, the riser pipes shall be extended by the addition of an extra length of riser pipe. The cost of this item must be allowed for and will not be considered as an additional item at a later stage.
- 2.3.2.1.11. Any damage to any component of the irrigation system caused by the fault or negligence of the FM Contractor shall be repaired and/or replaced at the cost of the FM Contractor, including but not limited to repair and/or replacement resulting from careless manual opening and closing of the solenoid valves. Any defects or damage must be rectified immediately and the FM Contractor must always notify the CCT.

2.3.3. In-line treated effluent water filters

- 2.3.3.1. Filter requiring manual flushing: 'Arkal 2 inch manual filter' must be monitored daily and flushed in accordance with manufacturers' specifications as and when required to ensure clean water flow to downline irrigation components.
- 2.3.3.2. '2 inch Spin Klin' compact filter (self-flushing filter system) must be maintained as per the manufacturer's recommendations.

2.3.4. Mainline flushing

- 2.3.4.1. The treated effluent mainline must be flushed to rid all lines of accumulated sediment after non-use during winter Months. It is suggested that this takes place annually in August.

2.4. Sundry Periodic Horticultural Requirements

- 2.4.1.1. *Carpobrotus edulis* planted in areas without irrigation cover, must be replaced when die-back occurs in extent larger than 0.5m². Replanting of these areas shall be with cuttings harvested from site, planted at a density of 8 per m². Such replanting is best done in Spring.
- 2.4.1.2. Bulbous plant species, e.g.: *Agapanthus*, *Diets* should be lifted and divided and replanted

following best practice horticultural practices (green leaf blades to be cut back to 70% of their length), in properly prepared soil (compost, mulch etc. as detailed in this Contract), at a planting density of 6 per m² for both these species.

- 2.4.1.3. Plectranthus neochilus, Arctotis acaulis & Osteospermum species are to be replaced when die-back occurs in extent larger than 0.5m². Replanting of these areas shall be with cuttings harvested from site, planted at a density of 6 per m². Such replanting is best done in spring.
- 2.4.1.4. Woody shrubs, e.g.: Buddleja species, Euryops species, Salvia species, Plumbago species, etc. must be pruned back to encourage new compact growth.
- 2.4.1.5. The above illustrates specific requirements for these species. On site conditions may require additional interventions, and must be allowed for and implemented.

2.5. Sundry Hard Landscaping Elements

2.5.1. Earth storm water drainage channels

- 2.5.1.1. These channels must be kept free of any large plant material that may obstruct free water flow. Occasional re-shaping of channels may be required to avoid ponding.

2.5.2. Post and rail fencing

- 2.5.2.1. All tanalith treated timber post and rail fencing must be inspected and repaired where necessary. This must include, but is not limited to, securing posts and rails, replacement of cracked or missing components. Any costs associated with such repairs are to be approved by the CCT.

2.6. Repair to landscaping following motor vehicle accidents

- 2.6.1.1. In the event of damage caused by motor vehicle accidents or other disturbances, the FM Contractor shall:
 - 2.6.1.1.1. remove all landscape debris from any surface upon which vehicles or bicycles may travel;
 - 2.6.1.1.2. remove all motor vehicle or other debris, and sweep bus way surfaces of any glass etc;
 - 2.6.1.1.3. check the irrigation system; and
 - 2.6.1.1.4. replace any irrigation or plant material and plants as required.
- 2.6.1.2. The FM Contractor shall provide the CCT with a quotation for the repair required, using rates as approved in the Price Schedule.

2.7. Cleaning

2.7.1. Landscapes and Hydro-seeded areas

- 2.7.1.1. Any plastic bags and other litter caught in razor wire, diamond mesh, palisade or other structures and trees e.g.: Acacia species, must be kept clear of Routes every two weeks or monthly as determined by the CCT.
- 2.7.1.2. All litter must be collected at least every two weeks or monthly as determined by CCT from Routes and must be discarded at a municipal dump site or municipal drop-off area.
- 2.7.1.3. The FM Contractor shall be responsible for all costs attendant upon litter removal and disposal.

2.7.1.4. All litter accumulated in all planted, paved, bus lane and cycle ways must be removed to the municipal landfill site or municipal drop-off site.

2.8. External general cleaning

2.8.1.1. The FM Contractor shall clean the pre-cast concrete benches twice a Month, with an approved commercial grade detergent and water. Any such cleaning shall be form part of the FM Contractor's maintenance amount.

2.8.1.2. Sweeping of the cycle lanes must take place every month, and every 14th day during the limited periods when the adjacent planted areas produce dry thorns (duiweltjies). This is necessary to ensure that cycling is encouraged and is feasible.

2.8.1.3. All segmented paving (clay and concrete) areas must be kept clean of windblown sand and debris. Such cleaning and sweeping shall take place on a weekly basis. Cleaning of these surfaces shall not be administered by means of high pressure water jets.

2.8.1.4. All hard landscaped areas must be kept weed free, using appropriate herbicides.

2.8.1.5. The FM Contractor must ensure that all workers' personal effects are kept out of the public realm.

PTI Landscaping Requirements

Comment: General refers to as per tender spec e.g., weed spraying, etc.

Area 1: Central

Site	Grass	Trees	Hedges	Irrigation	Flowerbeds	General
Atlantis	<input type="checkbox"/>	x	<input type="checkbox"/>	x	x	<input type="checkbox"/>
Bayside	x	x	x	x	x	x
Du Noon	x	x	x	x	x	<input type="checkbox"/>
Koeberg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	x	<input type="checkbox"/>
Maitland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	x	<input type="checkbox"/>
Mamre	x	x	x	x	x	<input type="checkbox"/>
Potsdam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	x	<input type="checkbox"/>

Area 2: Eastern

Site	Grass	Trees	Hedges	Irrigation	Flowerbeds	General
Blackheath	<input type="checkbox"/>	x	x	x	x	<input type="checkbox"/>
Eerste River	<input type="checkbox"/>	x	x	x	x	<input type="checkbox"/>
Joe Gqabi	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	x	<input type="checkbox"/>
Kalkfontein	x	x	x	x	x	<input type="checkbox"/>
Khayelitsha CBD	x	x	x	x	x	<input type="checkbox"/>
Kuils River	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kuyasa	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	x	<input type="checkbox"/>
Lwandle	<input type="checkbox"/>	x	x	x	x	<input type="checkbox"/>
Macassar	x	x	x	x	x	<input type="checkbox"/>
Malibu	<input type="checkbox"/>	x	x	x	x	<input type="checkbox"/>
Meltonrose	<input type="checkbox"/>	x	x	x	x	<input type="checkbox"/>
Mfuleni Old	x	x	x	x	x	<input type="checkbox"/>
Mfuleni New	x	x	x	x	x	<input type="checkbox"/>
Nolungile	x	x	x	x	x	<input type="checkbox"/>
Nomzamo	x	<input type="checkbox"/>	x	<input type="checkbox"/>	x	<input type="checkbox"/>
Nonkqubela	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	x	<input type="checkbox"/>
Philippi	x	<input type="checkbox"/>	x	<input type="checkbox"/>	x	<input type="checkbox"/>
Somerset West	x	x	x	x	x	<input type="checkbox"/>
Vuyani	<input type="checkbox"/>	<input type="checkbox"/>	x	x	x	<input type="checkbox"/>
Wesbank	x	x	x	x	x	<input type="checkbox"/>

Area 3: Northern

Site	Grass	Trees	Hedges	Irrigation	Flowerbeds	General
Athlone	x	x	x	x	x	<input type="checkbox"/>
Bellville	<input type="checkbox"/>	<input type="checkbox"/>	x	x	x	<input type="checkbox"/>
Bloekombos	<input type="checkbox"/>	<input type="checkbox"/>	x	x	x	<input type="checkbox"/>
Durbanville	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	x	<input type="checkbox"/>
Elsies River	<input type="checkbox"/>	<input type="checkbox"/>	x	x	x	<input type="checkbox"/>
Fisantekraal	x	x	x	x	x	<input type="checkbox"/>
Gugulethu	x	x	x	x	x	<input type="checkbox"/>
Hanover Park	x	<input type="checkbox"/>	x	x	x	<input type="checkbox"/>
Nyanga Central	<input type="checkbox"/>	x	x	x	x	<input type="checkbox"/>
Nyanga Junction	<input type="checkbox"/>	<input type="checkbox"/>	x	x	x	<input type="checkbox"/>
Parow	<input type="checkbox"/>	x	x	x	x	<input type="checkbox"/>
Tygerberg	x	x	x	x	x	<input type="checkbox"/>
Unibell	<input type="checkbox"/>	x	<input type="checkbox"/>	x	x	<input type="checkbox"/>
Wallacedene	x	x	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Area 4: Southern

Site	Grass	Trees	Hedges	Irrigation	Flowerbeds	General
Cape Town	x	x	x	x	x	<input type="checkbox"/>
Sir Lowry	x	x	x	x	x	<input type="checkbox"/>
Buitengracht	x	x	x	x	x	x
Mowbray	<input type="checkbox"/>	<input type="checkbox"/>	x	x	<input type="checkbox"/>	<input type="checkbox"/>
Langa	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	x	<input type="checkbox"/>
Grassy Park	x	x	x	x	x	<input type="checkbox"/>
Lotus River	<input type="checkbox"/>	<input type="checkbox"/>	x	x	x	<input type="checkbox"/>
Claremont	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wynberg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>
Rosmead Avenue	x	x	x	x	x	<input type="checkbox"/>
Retreat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>
Fish Hoek	<input type="checkbox"/>	<input type="checkbox"/>	x	x	x	<input type="checkbox"/>
Vrygrond	x	x	x	x	x	<input type="checkbox"/>
Steenberg	x	x	x	x	x	<input type="checkbox"/>
Kenilworth	<input type="checkbox"/>	<input type="checkbox"/>	x	x	<input type="checkbox"/>	<input type="checkbox"/>
Mitchells Plain	<input type="checkbox"/>	<input type="checkbox"/>	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lentegeur	x	x	x	x	x	<input type="checkbox"/>

Specification Annexure F – Penalties & Performance Adjustments

Penalties

1. The CCT shall be entitled to impose Penalties on the FM Contractor according to the Penalty Matrix.
2. The CCT may, after consultation with the FM Contractor, publish amendments to the Penalty Matrix during the course of the Contract. The CCT shall be entitled to add infringements which attract Penalties to the Penalty Matrix by way of Service Notices and/or Protocols delivered to the FM Contractor in writing at least 30 Days before such additional infringement or category of infringement will become effective. The Service Notice/Protocol will stipulate the infringement, the category of infringement, where appropriate, the period for which the Penalty will be imposed (for example per Day or per occurrence) and the quantum of the applicable Penalty, The CCT shall not increase the quantum of any Penalty by more than 100% of the quantum of that Penalty at the Signature Date. In respect of any new Penalty which the CCT is entitled to introduce, the quantum of such Penalty will not be more than the quantum of any existing Penalty at the Signature Date, increased by 100%. In exercising its rights in terms of this clause, the CCT undertakes to act reasonably and will consider relevant factors such as the impact which the infringement will have on the Services or other MyCiTi Services, the image of MyCiTi and the safety of MyCiTi passengers and the general public.
3. The FM Contractor shall by the 21st of the Month submit to the CCT an incident report in Excel format listing all incidents for the previous Month recorded by the FM contractor and CCT on Forcelink or such other software package required by the CCT together with a root cause analysis, preventative actions taken and any mitigating circumstances and evidence.
4. The CCT shall scrutinize the incident report and inform the FM Contractor of its intention to impose penalties by way of returning the report with proposed penalties and the type of penalty according to the penalty matrix noted next to each by no later than 10 Days after the date on which the incident report has been submitted.
5. The CCT will schedule a meeting where the FM Contractor will have a final opportunity to argue why penalties should not be applied and provide further evidence as required.
6. The CCT may withdraw an infringement on sufficient proof or justification provided by the SM Contractor.
7. Penalties will stand unless withdrawn by the CCT.
8. The CCT will inform the FM Contractor by means of Penalty Notices of all penalties that stand. Such penalties shall be deducted from the Monthly Invoice following receipt of the Penalty Notices.
9. All Penalties as recorded in the Penalty Matrix shall automatically be imposed at 70% of the indicated Penalty. If the FM Contractor disputes a Penalty and the outcome of the dispute is in favour of the CCT, the remaining 30% of the Penalty shall be imposed.
10. Should the FM Contractor wish to dispute the imposition or amount of a particular Penalty, the FM Contractor shall be entitled, by notice to the CCT given within 10 Business Days of receipt

of the Penalty Notice, do so in accordance to the dispute resolution provisions in the contract. The FM Contractor shall be required to provide evidence substantiating its claim.

11. Should the evidence be conclusive and accepted by the CCT, the FM Contractor shall reverse the penalty in question in the subsequent invoice.
12. Any Adjustments, Spot Penalties or Penalties shall not preclude the CCT from its other remedies provided for in terms of this Contract for breach or non-fulfilment by the FM Contractor of its obligations;
13. The CCT reserves the right, at its discretion, and with adequate justification or proof of extenuating circumstances supplied by the FM Contractor, to waive or reduce any Spot Penalty or Penalty or Adjustment.
14. All Penalties, including the Spot Penalty, expressed as a Rand value at the Commencement Date shall increase annually on the anniversary of the Commencement Date by the same percentage as the percentage increase in the CPI as applied to the Contract in terms of clause 17 of the SCC.
15. In the event that the FM Contractor is aware that it has acted or failed to act in such a manner that the CCT would be entitled to impose Spot Penalties or Penalties or Adjustments in terms of this Contract ("failure"), the FM Contractor shall be entitled of its own accord to advise in writing the CCT of such failure, together with its undertaking to remedy the failure and the time period within which it will remedy such failure, and in such event the CCT may, in its discretion, waive all or a portion of such Spot Penalties or Penalties or Adjustments. Should the FM Contractor thereafter fail to remedy the failure within the time undertaken, the CCT shall be entitled to impose the Spot Penalties or Penalties or Adjustments, both in respect of the original failure and the subsequent non-compliance with the undertaking. In order for the FM Contractor to avail itself of the grace period referred to above, it shall be obliged to inform the CCT in writing of the failure within 5 Days of the failure having occurred.
16. In the event that the FM Contractor has not achieved ISO9001 accreditation within 24 Months of the Commencement Date, the FM Contractor shall thereafter pay Monthly, pro-rated for any part of a Month, a penalty of R25 000 per Month until it achieves ISO9001 accreditation ("ISO Penalty").
17. If, at any time during the term of this Contract, the FM Contractor loses its ISO9001 accreditation, the ISO Penalty shall become due and payable monthly until such time as the ISO9001 accreditation is reinstated.
18. The ISO Penalty shall increase annually on the anniversary of the Commencement Date by the same percentage as the percentage increase in the CPI for the preceding 12 Month period.
19. Any underperformance not fully rectified by the FM Contractor timeously will affect further Penalties and Spot Penalties in subsequent Months.

Penalty Matrix (excluding cash management services)

A penalty factor shall be applied to all penalties incurred as detailed in the penalty matrix. The penalty factor shall apply to all penalties, whether the penalty can be charged per occurrence or per time interval. Each time interval shall be deemed an occurrence in terms of the penalty factor.

The penalty as listed in the Penalty Matrix below shall apply to the first occurrence of the type of penalty in the particular Month. Every subsequent occurrence, irrespective of where on the system the transgression is incurred, shall be subject to the relevant factor.

The penalty factor shall reset to nil on the first Day of every Month.

Penalty Factor				
Occurrence	6rd	11th	16th	21st
Factor	X2	X4	X8	X15

Description of Penalty	Penalty
<p>1. Failure to provide services, severely impacting the operation of MyCiTi services.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Stations not being open on time or closing early; b. Specific functions like cashier services not available at a station when it is contracted to be. <p>This penalty may be charged per occurrence.</p>	R15 000.00
<p>2. Failure to provide services, negatively impacting on the operation of MyCiTi services.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Reduced services due to staff not on their posts or arriving late (1 cashier on duty in place of 2 as contracted); b. Station operational without all posts as contracted being manned by the correct staff; c. Personnel not at their post when required to be there; d. Disruption of MyCiTi services due to any conduct or failure to execute by the FM Contractor. <p>This penalty may be charged per 15 minute interval or part thereof for as long as the service is not provided.</p>	R1500.00

Description of Penalty	Penalty
<p>3. Conduct that places the MyCiTi image in disrepute.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Uniforms incomplete, dirty, not worn correctly. b. No ID Tag visible; c. Personnel loitering; d. Personnel under the influence of alcohol or any other intoxicating substances; e. Personnel conduct not according to MyCiTi standards; f. Unauthorised items/personal belongings in public view within stations/station precincts; g. Personnel sleeping or appearing unfit for duty; h. Any other conduct that impacts negatively on the image of MyCiTi including but not limited to rudeness, fighting, swearing, noisiness (including playing music through radios, music players, cellular phones etc.) <p>The CCT may also require that personnel guilty of this kind of offence are replaced with immediate effect, either temporarily or permanently.</p> <p>This penalty may be charged per occurrence.</p>	<p>R 750.00</p>
<p>4. Failure to comply with national, local and departmental laws, regulations, rules, protocols and any reasonable instructions from an authorized CCT representative.</p> <p>Example:</p> <ul style="list-style-type: none"> a. No OHASA Agreement in place with sub-contractors; b. OHASA Agreement not updated with change of Responsible Person; c. Unauthorised use of bus lanes; d. Not adhering and or enforcing MyCiTi Rules; e. Unsafe working practices; f. Personnel guilty of aiding or abetting fraud. <p>These penalties do not substitute or absolve the FM Contractor from any punitive measures that may follow in terms of the relevant legislation applicable to the offence.</p> <p>This penalty may be charged per occurrence.</p>	<p>R1 500.00</p>

Description of Penalty	Penalty
<p>5. Failure to provide services to the expected levels of service or standards as provided for in the contract or through service notices and protocols.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Meetings not taking place; b. Reports, minutes or any other required documentation not submitted as agreed; c. Poor execution of services; d. Incorrect placement of staff in respect of quantity/qualifications/training/skill/aptitude; e. Equipment not fully operational/batteries not charged etc.; f. Services and workmanship executed to sub-standard quality; g. Shortfall in cash reconciliations. (The penalty will not absolve the FM Contractor from having to pay the shortfall.) <p>This penalty may be charged per occurrence.</p>	<p>R1 500.00</p>
<p>6. Abuse, misuse of, tampering with or deliberate damage to MyCiTi equipment.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Improper use of equipment; b. Mismanagement of water and electricity usage; c. Obstructing surveillance cameras; d. Unauthorised issue of Personalized cards; e. Abuse of safety equipment like fire extinguishers, fire exits and communication systems. <p>This penalty may be charged per occurrence.</p>	<p>R1 500.00</p>
<p>7. On-going non-compliance with any aspect of the agreed Statement of Methodology and contractual obligations.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Queuing times at kiosks exceeding eight (8) minutes per customer; b. Response unit exceeding 30 Minute response time; c. Toilet facilities not adequately stocked with toilet paper, soap, hand towels, SHE Bins etc.; d. Failure to report malfunctions of equipment maintained by others within 15 minutes of the failure; <p>This penalty may be charged per 15 minute interval or part thereof for as long as the service is not provided.</p>	<p>R 750.00</p>

Description of Penalty	Penalty
<p>8. Non-compliance with any aspect of the agreed Statement of Methodology and contractual obligations.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Inaccurate or falsified reports on operational activities like cleaning, maintenance etc.; b. Supervisors not visiting stations as agreed or rostered; c. Occurrence book not on site or not up to date; d. Refusal of access to toilet facilities by MyCiTi customers when requested; e. Failure to ensure that users of the MyCiTi service validates their entry into the system; f. Failure to inspect feeder busses when expected to do so; g. Failure to keep record of operational activities and lack of proof; h. Refusing access to duly authorised and vetted members of the CCT or its accredited contractors; i. Repairs not executed within 3 days if reported by the CCT or 10 days if reported by the FM Contractor. j. Failure to report incidents of crime to a police officer or an officer of the CCT's Department of Safety and Security within 15 minutes of reasonably being able to do so. <p>This penalty may be charged per occurrence.</p>	<p>R1 500.00</p>

Definitions:

Occurrence: Every time the CCT becomes aware of a specific non-compliance or every time interval indicated in the schedule.

Notes:

1. The CCT reserves the right to continue issuing penalties for the same non-compliance, every hour as long as the non-compliance is not addressed or in accordance to the time intervals indicated in the penalty.
2. Where more than one penalty could apply to the same breach, the CCT may issue the highest penalty applicable. It will not issue penalties cumulatively, unless this clearly relates to a separate breach, or unless this schedule specifically provides for cumulative penalties

All penalties are in addition to other appropriate measures permitted in the contract. For example, re Penalty 14 - where fewer members of staff are supplied than tendered / agreed the penalty may be issued in addition to the required reduction of contract fees due to the non-provision of staff.

All penalties shall increase annually on the anniversary of the contract with the same CPI rate as the contract price.

Penalty Matrix (cash management services)

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalties for this contract shall be as follows:

All penalties issued by the CCT are in addition to other appropriate measures permitted in the contract, e.g. Late/Non EFT/Depositing.

Description of Penalty	Penalty
1. Cashier services not available at kiosks/sales points when it is contracted to be, including kiosks/sales points not opening on time or closing early.	R2000
2. Cashiers' conduct not according to MyCiTi standards, e.g. sleeping on duty, intoxicated, rudeness to passengers, using cell phones/ear phones or any other distractive device/s while serving passengers, or any other conduct that places the MyCiTi image in disrepute.	R2000
3. Cashiers not complying with prescribed dress code, including name tags not worn or not visible.	R1000
4. Cashiers not ensuring secure closure of kiosk doors at all times or allowing unauthorized persons into the kiosks.	R1000
5. Abuse, misuse of, tampering with or deliberate damage to any MyCiTi equipment, both inside or outside the kiosks.	R3000
6. Failure to provide services according to contractual obligations as per Service Notices and Protocols issued.	R2000
7. Payment for CTT's revenue not made in time, as per payment requirements stated in 13.7.3	R2000
8. Using the incorrect deposit identifier or date reference, when making payment to the City	R1000

Every time the CCT becomes aware of a specific non-compliance with any item indicated in the Penalty Matrix, above, **penalties per occurrence may be charged.**

Performance Adjustments

1. The FM Contractor shall be required to undertake an evaluation of its own performance every Month according to the performance criteria, requirements and standards set out in the Performance Evaluation Matrix, the details of which will be in the Monthly Performance Report. The results of the Performance Evaluation shall be included in the Monthly Invoice Report.
2. The purpose of the Performance Evaluation is to incentivise the FM Contractor to render performance of the Services at a consistently high standard. The FM Contractor shall apply the Performance Evaluation score in respect of the previous Month to 10% of the Actual Monthly Contract Price and adjust the Monthly Invoice as set out in the table below. The CCT will assess the FM Contractor's Performance Evaluation and will notify the FM Contractor of any adjustments to be made to its scoring and Payment ("Adjustments").

Performance Evaluation Score	% of the 10% reduction regarding Performance Evaluation
95 – 100%	0%
91 – 94.99%	25%
81 – 90.99%	50%
70 – 80.99%	75%
Below 70%	100%

3. The amounts payable to the FM Contractor in respect of the relevant Month shall be reduced in accordance with any adjustments made by the CCT based on the table above and the FM Contractor shall be required to provide an adjusted Invoice in order to be paid.
4. The FM Contractor shall, as soon as possible after the Effective Date, develop a Performance Evaluation Matrix and Performance Evaluation Procedure (PEP) through which its Performance Evaluation scores will be determined. **The formulae and criteria shall be developed by the CCT and the contractor and shall include protocols for observations made by CCT’s monitoring teams and others to be recorded in Forcelink or such other software package.**
5. In this regard, the FM Contractor shall, within 1 Month after the Commencement Date, submit a first draft of the Performance Evaluation Matrix and PEP to the CCT, and shall immediately commence its performance evaluation, as required in terms of clause 1 of this Annexure, utilising such draft as a working model to evaluate its performance, (which draft will either be approved by the CCT, or the CCT will require amendments to such draft, as set out in clause 9 of this Annexure). The CCT will be entitled to reduce the amount payable to the Contractor based on its performance evaluation score for the second and subsequent months.
6. If the FM Contractor does not submit a draft PEP for approval by the CCT, or fails to implement a PEP that has been approved by the CCT:
 - 6.1. the CCT shall be entitled, to deduct the portion of the 10% per Month indicated in the table below, until the FM Contractor has implemented the CCT approved PEP and Performance Evaluation Matrix;

Months since Commencement Date	% Deduction of 10% of the monthly invoice
Over 3 up to 4 months	25%
Over 4 up to 5 months	50%
Over 5 up to 6 months	100%

- 6.2. after 6 Months following the Commencement Date, the FM Contractor shall be in breach of this Contract and the provisions for breach shall come into effect.

7. The CCT may refuse to accept the PEP and Performance Evaluation Matrix on reasonable grounds and such refusal shall in no way affect the CCT's right to implement the provisions of clause 6 of this Annexure.
8. At any time after acceptance by the CCT of the draft or an amended PEP submitted by the FM Contractor, the CCT may on reasonable grounds:
 - 8.1. amend the Performance Evaluation Matrix; and/or
 - 8.2. require the FM Contractor to amend the PEP, as set out in clause 9 of this Annexure.
9. The FM Contractor shall submit an amended PEP for approval by the CCT within one Month ("the Initial Month") after a request for amendment to the PEP has been submitted to the FM Contractor.
 - 9.1. Should the FM Contractor fail to submit an amended PEP to the CCT within the Initial Month, or if the FM Contractor has submitted an amended PEP, which has been approved by the CCT, but the FM Contractor fails to implement such approved amended PEP within one Month of its approval by the CCT, then the CCT shall be entitled to deduct the portion of the 10% per Month indicated in the table below, until the PEP has been submitted and approved by the CCT and the FM Contractor has implemented the CCT approved PEP provided that any period that the amended PEP is lying with the CCT for approval shall be disregarded for purposes of calculating the number of Days adding up to a Month that the amended PEP is not implemented. Where an amended PEP is submitted to the CCT for approval but is rejected by the CCT, or if the CCT requires further amendments to such document, the additional period until the PEP is approved shall be counted for purposes of the Penalty below (excluding any period that the amended PEP proposed by the FM Contractor is lying with the CCT for approval).
 - 9.2. The amount to be deducted as aforesaid is **in addition** to the % of the 10% which is deducted due to **inadequate performance** in terms of the PEP as had been approved by the CCT at that stage:

Months since CCT's requirement to amend PEP or failure to implement amended PEP	% Deduction of 10% of the monthly invoice
1	0%
2	10%
3	30%
4	50%
5	75%
6	100%

10. The FM Contractor shall retain and have available for inspection by the CCT all documents which support its own Performance Evaluation. Failure to have documents available may result in a Spot Penalty as contemplated in clause 11.
11. Should the CCT in its discretion reasonably assess that the FM Contractor has overrated its performance for any 2 consecutive Months or any three Months in a 12 Month period by more than 5%, the CCT shall be entitled to impose a spot penalty of R 100 000 which the CCT shall be entitled to deduct from the Monthly Invoice ("Spot Penalty"). The CCT shall, where it has imposed a Spot Penalty, provide its own written assessment of the FM Contractor's performance for the relevant Months. In performing such assessment, the CCT shall not be required to focus on all the items in Annexure F, and shall be entitled to rely on some of the items in Annexure F to conclude that the FM Contractor has overrated its performance by more than 5% and therefore apply the Spot Penalty.
12. Based on the CCT's evaluation of the FM Contractors performance, a higher deduction may apply in terms of clause 2 and the CCT may recoup this additional deduction as provided in clause 5.
13. The FM Contractor may dispute any adjustments in terms of the provisions of the Contract.

Specification Annexure G - Equipment not installed or maintained but used by the FM Contractor

Equipment installed at MyCiTi Stations that is not to be directly maintained by the FM Contractor must be treated with the necessary precaution and protected from harm. Faults or issues with such equipment must be reported to the relevant maintainers via the prevailing mechanism(s), e.g. Forcelink.

Such equipment is listed as follows:

City Telecommunications // Internal City department with various subcontractors

- Server room equipment:
 - Fibre optic cable termination panels (“splice trays”)
 - Metro Area Network (MAN) switch, normally Cisco or Alcatel
- Ethernet data cabling (copper and/or fibre optic)

Automated Fare Collection (AFC) // AFC Contractor: ICT-Works

- Fare Access Gates, normally Vix
- Info Terminals (“balance checkers”)
- Card Vending Machines (CVMs)
- Kiosk equipment:
 - Card Office Machines (COMs), normally Hewlett Packard
 - COM Printers, normally Hewlett Packard
 - Point of Sale (POS) Terminal with external PIN pad, normally ABSA Verifone
 - Single Trip Ticket Card Readers, normally ASK
 - Fastnet Routers and Antennae
- Server room equipment:
 - Local Area Network (LAN) switches, normally Hewlett Packard
 - Mobile Data (“3G”) Router, normally MTN
- Ethernet data cabling (copper and/or fibre optic)

Advanced Public Transport Management Systems (APTMS) // APTMS Contractor: TMT Services

- Passenger Information Displays (PID), normally Hanterex
- Kiosk Intercoms, normally Stentofon, with covert emergency buttons
- Platform Intercoms, normally Stentofon
- Intruder Detection System, normally Honeywell Galaxy, connected to:
 - Passive Infrared (PID) motion sensors
 - Magnetic door sensors
- Server room equipment:
 - Local Area Network (LAN) switches, normally Alcatel or Moxa
- Ethernet data cabling (copper and/or fibre optic)

Strategic Surveillance Unit (SSU) // Internal City department with various subcontractors

- CCTV Cameras
- Server room equipment:
 - Local Area Network (LAN) switches, normally Cisco
- Ethernet data cabling (copper and/or fibre optic)

Platform Screen Door (PSD) Station Interface System (SIS) // Frost International

- Wireless access points, normally Ubiquiti or Mikrotik
- Ethernet data cabling (copper and/or fibre optic)

Specification Annexure H – Vehicle Permit Application

<p>APPLICATION FOR A VEHICLE TO ENTER IRT DEDICATED BUSWAY</p> <p>(A separate application is required for each vehicle)</p>	
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1. DETAILS OF APPLICANT			
Name:		Physical Address:	
Company:			
Tel number:		Proof of authority to submit application is attached	Yes / No
(To be completed by City of Cape Town)			
Date application received by CCT:		CCT Application Reference Number:	

2. DETAILS OF APPLICATION													
<p>1. I request permission for my vehicle detailed below to be authorized to enter the IRT dedicated busway at <i>(enter location of entry)</i>..... and leave at <i>(enter location of exit)</i></p>													
<p>2. The time of entry will be <i>(enter date and time entry is required)</i></p>													
<p>3. The time of exit will be <i>(enter date and time exit is required)</i></p>													
<p>4. Entry is requested for the following reasons:</p> <ul style="list-style-type: none"> 1. Maintenance of IRT Station /busway Yes / No 2. Cleaning of IRT Station / busway Yes / No 3. Other (please state): 													
<p>5. Details of the vehicle that requires authorization</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 25%;">Registration Number</th> <th rowspan="2" style="width: 15%;">Colour</th> <th colspan="3">Vehicle</th> </tr> <tr> <th style="width: 20%;">Type (car, bakkie, etc.)</th> <th style="width: 20%;">Make</th> <th style="width: 20%;">Model</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Registration Number	Colour	Vehicle			Type (car, bakkie, etc.)	Make	Model					
Registration Number			Colour	Vehicle									
	Type (car, bakkie, etc.)	Make		Model									

6. Permission to park is requested at the following locations:	
1.	
2.	
3.	
7. I attach proof of my authorization to sign the undertakings and indemnity. Yes / No	
8. I have read and agree to comply with the Conditions of Entry to IRT Dedicated Busways as stated below.	
Signed: _____	Date: _____

3. OUTCOME OF APPLICATION (to be completed by the City of Cape Town)	
The City of Cape Town approves / rejects your application for the above detailed vehicle to enter the IRT Dedicated Busway as requested above.	
Approval to entry and park in the busway is subject to the following in addition to the Conditions of Entry stated below:	
1.	
2.	
3.	
Parking plan attached for the following IRT Stations:	
1.	
2.	
3.	
Layout of work area standard detailed attached: Yes / No	
For Director of IRT	
Name:	
Position:	Date:
(Valid only if IRT stamp is affixed here)	

4. RECEIPT OF PAYMENT OF DEPOSIT
Not Applicable

5. ISSUE OF PERMIT AND DECAL	
Name:	Permit Number:
Position:	Date:
For Director IRT (Valid only if IRT stamp is affixed here)	

6. COLLECTION OF PERMIT AND DECAL	
Collected by:	
Name:	Date:
ID:	

CONDITIONS TO ENTER IRT DEDICATED BUSWAY

- “Dedicated busway” means a road way for the exclusive use of buses and other authorised vehicles, which may be a separate facility in its own right of way, part of the surfaced width of a road used by general traffic and separated from general lanes by a painted line, or part of the surfaced width of a road used by general traffic and separated from general traffic by a barrier kerb or any other such physical separation. (City of Cape Town Parking By-Law, 2010)
- Vehicles authorized to enter the dedicated busway do so subject to the following conditions:
 - A copy of the permit authorizing entry is kept in the vehicle whilst it is in the busway for inspection by the City of Cape Town.
 - The attached decal is to be displayed on the front left and rear left window of the authorized vehicle whilst it is using the IRT dedicated busway.

- The permit is valid only for the vehicles listed on it and is not transferable to other vehicles.
 - MyCiTi buses have priority at all times.
 - Vehicles travel at no more than 60 km/hr and observe all traffic laws and regulations.
 - Vehicle only park in the designated parking space shown on the parking plan that forms part of the permit.
 - Any spillage of any material in the busway must be cleaned immediately.
 - Storage of any plant, equipment or material on the busway is not permitted.
 - Work areas are to be cordoned off in accordance with the attached standard detail.
 - Ladders are not to be left unattended at any time and are to be removed from the busway at close of work each day.
 - The Applicant must ensure that accommodation is made for Emergency Vehicles to pass at all times including when the busway is occupied by a MyCiTi bus.
 - No spikes or stakes may be driven into the busway and no excavation into the road or footway will be permitted unless approved by the City of Cape Town.
 - Any damage caused to the busway is to be reported immediately to the IRT Transport Controller (telephone 021 400 9354).
 - Necessary precautions are taken to protect pedestrians and cyclists if they are found in the busway.
 - Noise and dust to be kept to statutory levels.
- The Conditions attached to this Permit may be varied, added to or withdrawn as considered necessary by the City of Cape Town.
 - This Permit may be revoked without further notice if it is found that any Condition contained herein has not been or is not being adhered to.
 - The Applicant is liable for the cost of repairs to or cleaning of the busway should this be necessary due to their actions.
 - Acceptance of the Permit by the Applicant hereby indemnifies the City of Cape Town and holds it harmless in respect of all actions, proceedings, claims, demands, costs, damages and expenses, arising whether directly or indirectly from the use of the busway.

- The Applicant hereby certifies that he / she is fully authorized to sign the undertakings and indemnity herein contained, in his / her capacity as, or on behalf of, the registered owner(s) of the Company for whom the application is submitted. Proof of this authorization is attached to this application.

Specification Annexure I - Sample Co-Operation Agreement

Agreement between Advertising Contractor and other MyCiTi contractors

Co - Operation Agreement between

.....

("MyCiTi Contractor")

and

.....

("Advertising Contractor")

in favour of the City of Cape Town

1. Interpretation and Definitions

- 1.1 In this Agreement, unless inconsistent with, or otherwise indicated by the context:
- 1.2 "Advertising Agreement" means an agreement concluded between the City and the Advertising Contractor pursuant to tender no 493C/2010/11;
- 1.3 "MyCiTi Contractor" means the Station Management Contractor and/or the Vehicle Operator Contractor appointed by the City under separate agreement to operate or manage specific aspects of the IRT System or their assigns as the case may be;
- 1.4 "MyCiTi Project" means the City's Integrated Rapid Transport system;
- 1.5 "Parties" means the MyCiTi Contractor and the Advertising Contractor;
- 1.6 "Station Management Contractor" means (●); and
- 1.7 "Vehicle Operator Contractor" means (●).
- 1.8 Unless inconsistent with the context, the words and expressions defined in the Advertising Agreement entered into between the City and the Advertising Contractor, where they appear in this Agreement, have the same meaning.

2. Recordal

- 2.1 The City and the Advertising Contractor have entered into the Advertising Agreement pursuant to tender number 493C/2010/11.
- 2.2 The MyCiTi Contractor has entered into an agreement with the City for provision of services as described in the Vehicle Operator Agreement or Station Management Agreement as the case may be.
- 2.3 The Parties hereto have agreed to co-operate for purposes of fulfilling their obligations in terms of their respective agreements concluded with the City.
- 2.4 The Advertising Contractor shall provide the MyCiTi Contractor with reasonable notice, requesting access to the relevant MyCiTi Infrastructure for purposes of erecting, installing,

maintaining and/or repairing advertisements on the Advertising Sites and any necessary maintenance thereof.

- 2.5 The MyCiTi Contractor shall ensure that the MyCiTi Infrastructure is available and reasonable access is granted to the Advertising Contractor and its duly Authorised Representatives, employees or sub-contractors.
- 2.6 Upon completion by the Advertising Contractor of its obligations in terms of the Advertising Agreement, the Authorised Representatives of the Parties shall record any damage caused to the MyCiTi Infrastructure while under the management and control of the Advertising Contractor or its employees, contractors and/or agents.
- 2.7 The MyCiTi Contractor shall be obliged to repair any such damage caused by the Advertising Contractor to the MyCiTi Infrastructure and recover such costs incurred directly from the Advertising Contractor.
- 2.8 The MyCiTi Contractor shall be obliged to ensure that the cost of necessary repair is reasonable. In amplification hereof, the MyCiTi Contractor shall submit two quotations to the Advertising Contractor prior to making any repairs to the damaged MyCiTi Infrastructure and the parties shall reach agreement on the final cost thereof. All repairs shall be conducted only by such contractors pre-approved by the City.
- 2.9 In the event that the Parties fail to agree on the quotations submitted in terms of 2.8 above or any dispute arises from the submission of the quotations within 7 Days of submission, such dispute shall be referred to the City for final determination. In this regard, the City shall act as arbitrator and not mediator and its decision shall be final and binding on the Parties.

Signed at _____ on this _____ day of _____ 2019

Witness: for MyCiTi Contractor:

duly authorised and warranting such authority

Signed at _____ on this _____ day of _____ 2019

Witness for Advertising Contractor

duly authorised and warranting such authority

Specification Annexure J – Present MyCiTi Operating Hours

The latest MyCiTi time tables for all bus routes can be downloaded here: <https://myciti.org.za/en/timetables/timetable-downloads/>. Tenderers should use this information to determine the opening and closing times of each station and the respective opening times of the stations.

MyCiTi Stations

MyCiTi Kiosks in operation: Feb 2019													
Kiosk hours				Monday to Friday			Saturday			Sunday & PH			Hrs/ week
Nr	Station: Kiosk	Sales Pnts	Grading	Open	Close	Hours	Open	Close	Hours	Open	Close	Hours	Total
1	Adderley (ABSA)	1	1	5:45	21:45	16.00	5:45	21:45	16.00	5:45	21:45	16.00	112.00
	Adderley (Circle)	1		5:45	21:45	16.00	5:45	21:45	16.00	5:45	21:45	16.00	112.00
2	Airport	1	4	5:15	21:45	16.50	5:15	21:45	16.50	5:15	21:45	16.50	115.50
3	Atlantis	2	1	4:45	21:00	16.25	4:45	14:00	9.25	4:45	21:00	16.25	213.50
	Atlantis	1		4:45	21:00	16.25	4:45	14:00	9.25	4:45	21:00	16.25	106.75
4	Century City	1	3	5:30	22:25	16.92	6:10	22:20	16.17	6:10	22:20	16.17	116.92
5	Century Gate (AM)	1	4	6:00	10:00	4.00	6:00	10:00	4.00	6:00	10:00	4.00	28.00
	Century Gate (PM)	1		14:00	18:00	4.00	14:00	18:00	4.00	15:00	19:00	4.00	28.00
6	Circle East	1	3	5:15	21:45	16.50	5:15	21:45	16.50	5:15	21:45	16.50	115.50
7	Civic Centre: Zone 1	2	1	5:00	22:00	17.00	5:00	22:00	17.00	5:00	22:30	17.50	239.00
	Civic Centre: Zone 2	2		6:00	22:30	16.50	6:00	22:30	16.50	5:00	22:30	17.50	233.00
	Civic Centre: Zone 3	1		6:00	22:00	16.00	6:00	22:00	16.00	5:00	22:30	17.50	113.50
8	Gardens	1	3	6:15	19:45	13.50	6:15	19:45	13.50	6:15	19:45	13.50	94.50
9	Kuyasa	1	2	5:00	18:00	13.00	5:00	18:00	13.00	5:00	18:00	13.00	91.00
10	Melkbosstrand	1	2	6:15	19:45	13.50	6:15	19:45	13.50	6:15	19:45	13.50	94.50
11	Mitchells Plain	1	4	5:15	18:00	12.75	5:15	18:00	12.75	5:15	18:00	12.75	89.25
12	Montague Gardens	1	4	15:00	17:45	2.75		Closed			Closed		13.75
13	Omuramba	1	2	5:00	22:00	17.00	5:00	22:00	17.00	6:15	10:00	3.75	105.75
14	Phoenix (AM)	1	3	6:00	10:00	4.00		Closed			Closed		20.00
	Phoenix (PM)	1		15:00	17:45	2.75	12:00	16:00	4.00	12:00	16:00	4.00	21.75

15	Potsdam	1	4	5:00	20:00	15.00	5:00	20:00	15.00	6:15	10:00	3.75	93.75
16	Queens Beach	1	4	5:45	22:45	17.00	5:45	22:45	17.00	5:45	22:45	17.00	119.00
17	Racecourse (AM)	1	3	6:15	10:00	3.75	6:15	10:00	3.75	6:00	10:00	4.00	26.50
	Racecourse (PM)	1		14:00	17:45	3.75	14:00	17:45	3.75	14:00	17:45	3.75	26.25
18	Sanddrift	1	4	15:00	17:45	2.75		Closed			Closed		13.75
19	Table View (Bayside)	2	1	6:15	21:45	15.50	6:15	21:45	15.50	6:15	21:45	15.50	217.00
	Table View (New Feeder)	2		6:15	21:45	15.50	6:15	21:45	15.50	6:15	21:45	15.50	217.00
20	Thibault Square	1	1	5:30	19:45	14.25	5:30	19:45	14.25	5:30	19:45	14.25	99.75
21	Waterfront	1	3	5:15	22:20	17.08	5:45	22:20	16.58	5:45	22:20	16.58	118.58
22	Wood	1	2	6:15	19:45	13.50	6:15	19:45	13.50	6:15	19:45	13.50	94.50
23	Woodbridge	1	2	5:15	22:45	17.50	5:15	22:45	17.50	5:15	22:45	17.50	122.50
24	Woodstock	1	2	6:15	17:45	11.50	6:15	17:45	11.50	6:15	17:45	11.50	80.50
25	Zoarvlei	1	3	5:15	22:45	17.50	5:15	22:45	17.50	5:15	22:45	17.50	122.50
	Total hours per week												3 415.75

MyCiTi Stations continued

MyCiTi Kiosks - not operational: Feb 2019													
Kiosk hours				Monday to Friday			Saturday			Sunday & PH			Hrs/week
Nr	Station: Kiosk	Sales Pnts	Grading	Open	Close	Hours	Open	Close	Hours	Open	Close	Hours	Total
1	Dunoon	1	2		Closed			Closed			Closed		Closed
2	Granger Bay	1	4		Closed			Closed			Closed		Closed
3	Grey	1	4		Closed			Closed			Closed		Closed
4	Janssens	1	4		Closed			Closed			Closed		Closed
5	Killarney	1	4		Closed			Closed			Closed		Closed
6	Lagoon Beach	1	4		Closed			Closed			Closed		Closed
7	Milnerton	1	4		Closed			Closed			Closed		Closed
8	Neptune	1	4		Closed			Closed			Closed		Closed
9	Paarden Eiland	1	4		Closed			Closed			Closed		Closed
10	Porterfield	1	3		Closed			Closed			Closed		Closed
11	Refinery	1	4		Closed			Closed			Closed		Closed
12	Royal Ascot	1	4		Closed			Closed			Closed		Closed
13	Sandown	1	2		Closed			Closed			Closed		Closed
14	Section	1	4		Closed			Closed			Closed		Closed
15	Stadium	1	4		Closed			Closed			Closed		Closed
16	Sunset Beach	1	3		Closed			Closed			Closed		Closed
17	Turf Club	1	4		Closed			Closed			Closed		Closed
18	Usasaza *	1	3		Closed			Closed			Closed		Closed
19	Vrystaat	1	3		Closed			Closed			Closed		Closed
	Total hours per week												0.00

Specification Annexure K – Facilities with Intruder Detection Systems Installed

Region	Number of MyCiTi Stations	Number of Intruder Detection Systems installed
Central	18	20
Northern	14	14
Southern	9	11
Eastern	1	1
Total	42	46

Specification Annexure L – Facilities with Closed Circuit Television Systems Installed (CCTV)

MyCiTi:

There are presently approximately 500 cameras installed at MyCiTi Stations and PTI's as set out in the tables below:

Region	Number of MyCiTi Stations	Number of cameras installed
Central	18	175
Northern	14	135
Southern	9	165
Eastern	1	12
Total	42	487

PTI's:

Region	Number of PTIs	Number of cameras installed
Central	-	-
Northern	1	7
Southern	2	5
Eastern	2	8
Total	5	20

Specification Annexure M – Monthly Passenger Movement Data

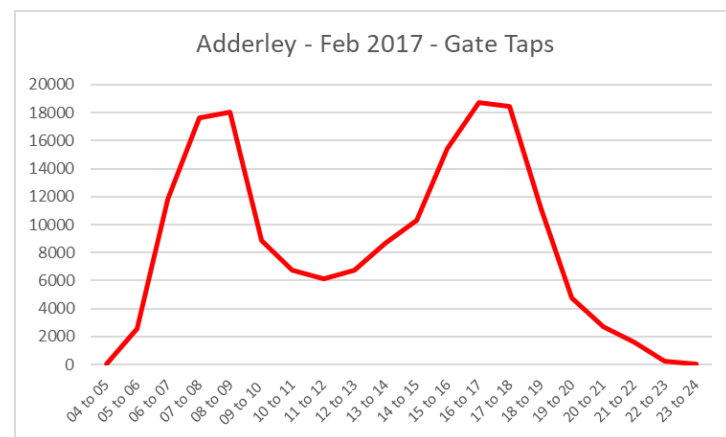
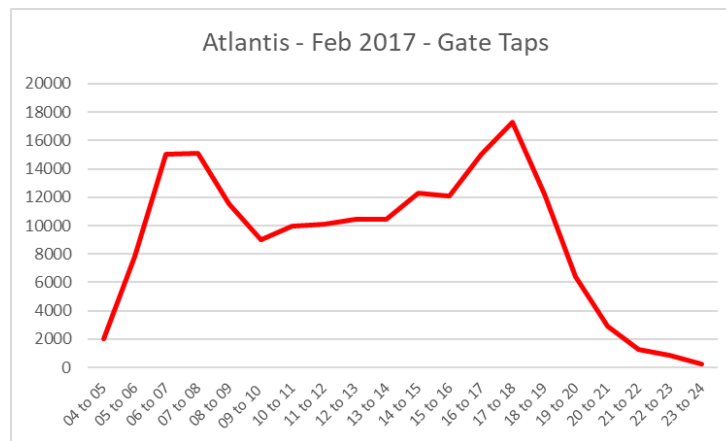
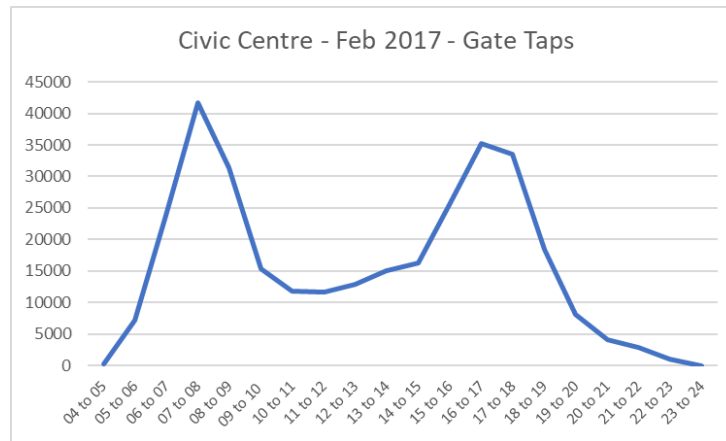
The table below shows the average passenger movement data at each station for the period January to March 2018. It should be noted that the Transfer data in these reports are not accurate and the numbers are only shown for completeness and to assist tenderers with determining the activity at each facility.

Station	Check-In Volume	Transfer Volume	Check-Out Volume	Total Volume
Adderley	79391	14351	57517	151259
Airport	5070	178	3882	9131
Atlantis	80913	18927	71655	171495
Century City	21907	1351	23004	46262
Circle East	16231	1702	15197	33131
Civic Centre	160766	11254	174421	346441
Dunoon	50357	2815	45984	99156
Gardens	11787	1077	8990	21854
Granger Bay	3338	166	4203	7708
Grey	3273	304	3359	6937
Janssens	5848	354	6874	13077
Killarney	4550	241	5637	10428
Lagoon Beach	7048	248	7910	15206
Melkbosstrand	29190	5761	35530	70481
Milnerton	5762	247	6204	12213
Mitchells Plain	20544	563	11041	32148
Montague Gardens	4496	455	5012	9963
Neptune	4440	103	5419	9962
Omuramba	19251	2166	17521	38937
Paarden Eiland	7183	227	9866	17276
Phoenix	13722	286	12559	26566
Porterfield	6893	460	8862	16215
Potsdam	6124	520	8256	14901
Queens Beach	3628	537	2116	6281
Racecourse	12839	1734	12109	26682
Refinery	2974	252	3135	6360
Royal Ascot	4265	840	5889	10994
Sanddrift	5882	558	6749	13189
Sandown	21400	3723	25828	50951
Section	5682	358	6890	12930
Stadium	6695	1650	8784	17129
Sunset Beach	8571	222	8880	17673
Table View	76578	14447	75973	166998
Thibault Square	28111	3722	20080	51913
Turf Club	700	44	825	1568
Usasaza	28910	24613	1904	55427
Vrystaat	10705	194	11981	22880
Waterfront	24680	1690	27836	54207
Wood	28246	4079	26027	58353
Woodbridge	13022	9782	22433	45237
Woodstock	13463	456	14047	27967
Zoarvlei	8982	376	8592	17950

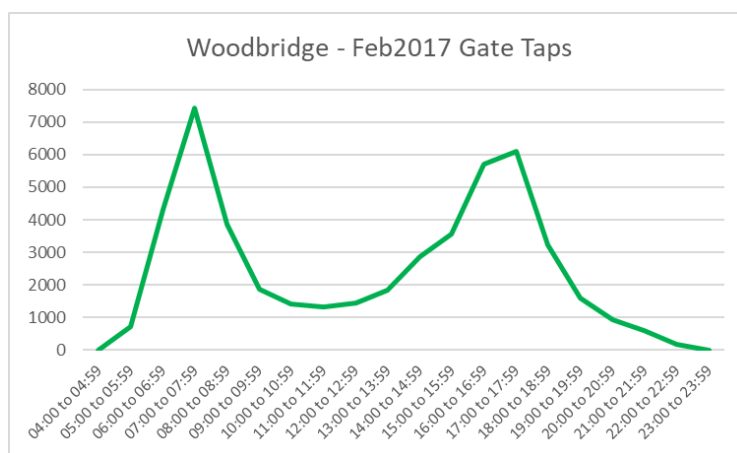
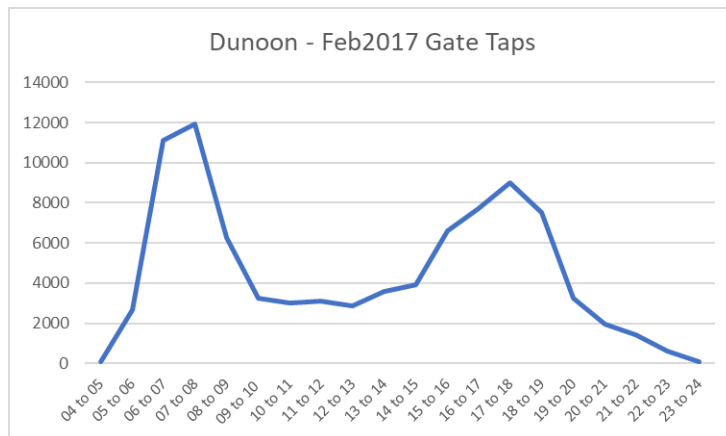
Specification Annexure N – Typical Passenger Movement Profiles

The graphs below show the **monthly** taps for each hour in a day highlighting the peak hour activity and off-peak troughs.

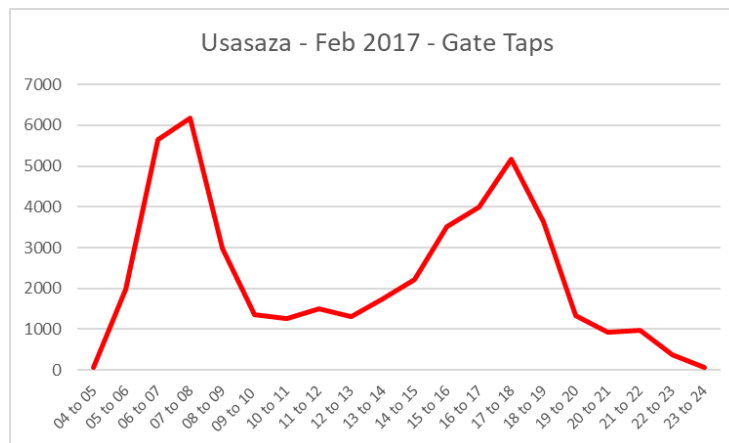
Grade 1 Stations:

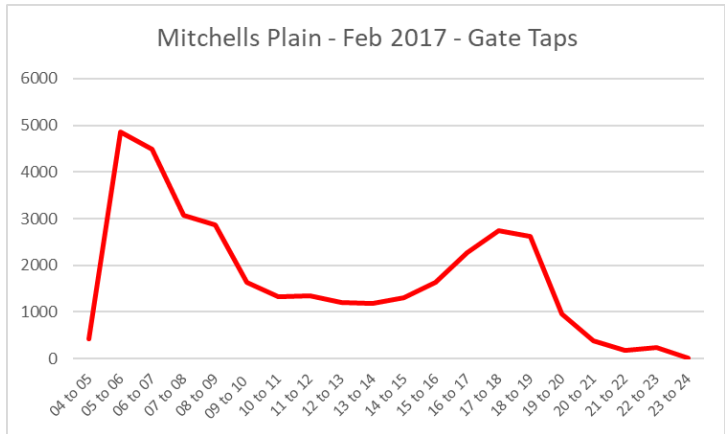
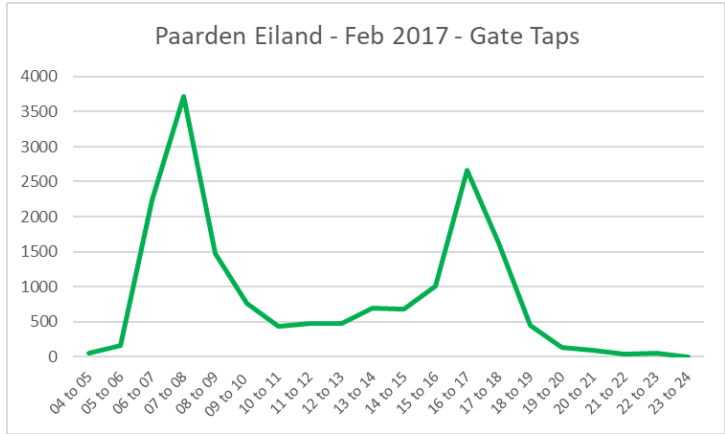


Grade 2 stations:

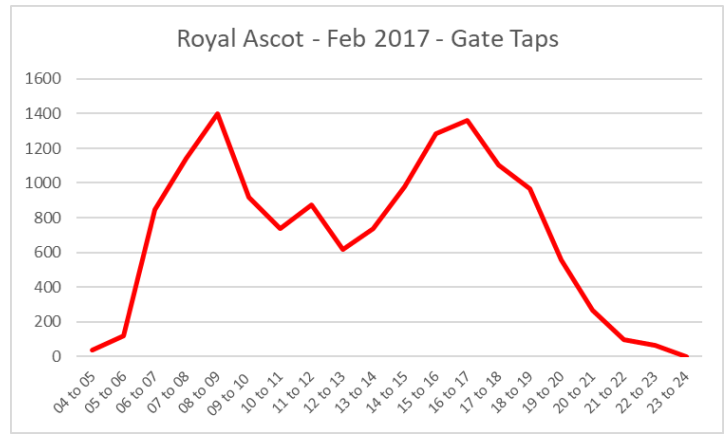


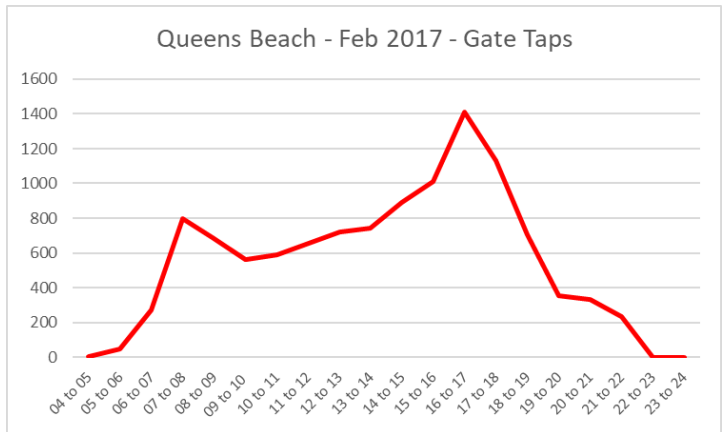
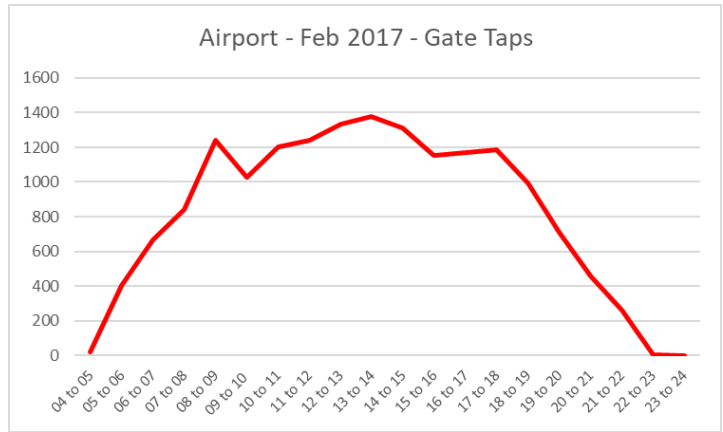
Grade 3 Stations:





Grade 4 Stations:





Specification Annexure O1: Cash Management – Operating hours of kiosks

MyCiTi Stations

MyCiTi Kiosks in operation: Feb 2019													
Kiosk hours				Monday to Friday			Saturday			Sunday & PH			Hrs/week
Nr	Station: Kiosk	Sales Pnts	Grading	Open	Close	Hours	Open	Close	Hours	Open	Close	Hours	Total
1	Adderley (ABSA)	1	1	5:45	21:45	16.00	5:45	21:45	16.00	5:45	21:45	16.00	112.00
	Adderley (Circle)	1		5:45	21:45	16.00	5:45	21:45	16.00	5:45	21:45	16.00	112.00
2	Airport	1	4	5:15	21:45	16.50	5:15	21:45	16.50	5:15	21:45	16.50	115.50
3	Atlantis	2	1	4:45	21:00	16.25	4:45	14:00	9.25	4:45	21:00	16.25	213.50
	Atlantis	1		4:45	21:00	16.25	4:45	14:00	9.25	4:45	21:00	16.25	106.75
4	Century City	1	3	5:30	22:25	16.92	6:10	22:20	16.17	6:10	22:20	16.17	116.92
5	Century Gate (AM)	1	4	6:00	10:00	4.00	6:00	10:00	4.00	6:00	10:00	4.00	28.00
	Century Gate (PM)	1		14:00	18:00	4.00	14:00	18:00	4.00	15:00	19:00	4.00	28.00
6	Circle East	1	3	5:15	21:45	16.50	5:15	21:45	16.50	5:15	21:45	16.50	115.50
7	Civic Centre: Zone 1	2	1	5:00	22:00	17.00	5:00	22:00	17.00	5:00	22:30	17.50	239.00
	Civic Centre: Zone 2	2		6:00	22:30	16.50	6:00	22:30	16.50	5:00	22:30	17.50	233.00
	Civic Centre: Zone 3	1		6:00	22:00	16.00	6:00	22:00	16.00	5:00	22:30	17.50	113.50
8	Gardens	1	3	6:15	19:45	13.50	6:15	19:45	13.50	6:15	19:45	13.50	94.50
9	Kuyasa	1	2	5:00	18:00	13.00	5:00	18:00	13.00	5:00	18:00	13.00	91.00
10	Melkbosstrand	1	2	6:15	19:45	13.50	6:15	19:45	13.50	6:15	19:45	13.50	94.50
11	Mitchells Plain	1	4	5:15	18:00	12.75	5:15	18:00	12.75	5:15	18:00	12.75	89.25
12	Montague Gardens	1	4	15:00	17:45	2.75		Closed			Closed		13.75
13	Omuramba	1	2	5:00	22:00	17.00	5:00	22:00	17.00	6:15	10:00	3.75	105.75
14	Phoenix (AM)	1	3	6:00	10:00	4.00		Closed			Closed		20.00
	Phoenix (PM)	1		15:00	17:45	2.75	12:00	16:00	4.00	12:00	16:00	4.00	21.75
15	Potsdam	1	4	5:00	20:00	15.00	5:00	20:00	15.00	6:15	10:00	3.75	93.75
16	Queens Beach	1	4	5:45	22:45	17.00	5:45	22:45	17.00	5:45	22:45	17.00	119.00
17	Racecourse (AM)	1	3	6:15	10:00	3.75	6:15	10:00	3.75	6:00	10:00	4.00	26.50
	Racecourse (PM)	1		14:00	17:45	3.75	14:00	17:45	3.75	14:00	17:45	3.75	26.25

18	Sanddrift	1	4	15:00	17:45	2.75		Closed			Closed		13.75
19	Table View (Bayside)	2	1	6:15	21:45	15.50	6:15	21:45	15.50	6:15	21:45	15.50	217.00
	Table View (New Feeder)	2		6:15	21:45	15.50	6:15	21:45	15.50	6:15	21:45	15.50	217.00
20	Thibault Square	1	1	5:30	19:45	14.25	5:30	19:45	14.25	5:30	19:45	14.25	99.75
21	Waterfront	1	3	5:15	22:20	17.08	5:45	22:20	16.58	5:45	22:20	16.58	118.58
22	Wood	1	2	6:15	19:45	13.50	6:15	19:45	13.50	6:15	19:45	13.50	94.50
23	Woodbridge	1	2	5:15	22:45	17.50	5:15	22:45	17.50	5:15	22:45	17.50	122.50
24	Woodstock	1	2	6:15	17:45	11.50	6:15	17:45	11.50	6:15	17:45	11.50	80.50
25	Zoarvlei	1	3	5:15	22:45	17.50	5:15	22:45	17.50	5:15	22:45	17.50	122.50
	Total hours per week												3 415.75

MyCiTi Stations continued

Grading Definition:

- Grade 1: “Main” Stations These are unique/large Stations with full functionality and ticket sales at all operational hours - total passenger boardings exceeding 1500 passengers/peak hour.
- Grade 2: “Busy” Stations Busy Stations - total passenger boarding between 500 - 1500 passengers/peak hour.
- Grade 3 “Medium activity” Stations Medium activity Stations - total passenger boarding between 200 - 500 passengers/ peak hour.
- Grade 4 “Low activity” Stations Low activity Stations - total passenger boarding between 0 - 200 passengers/peak hour.

MyCiTi Kiosks - not operational: Feb 2019													
Kiosk hours			Grading	Monday to Friday			Saturday			Sunday & PH			Hrs/week
Nr	Station: Kiosk	Sales Pnts		Open	Close	Hours	Open	Close	Hours	Open	Close	Hours	
1	Dunoon	1	2		Closed			Closed			Closed		Closed
2	Granger Bay	1	4		Closed			Closed			Closed		Closed
3	Grey	1	4		Closed			Closed			Closed		Closed
4	Janssens	1	4		Closed			Closed			Closed		Closed
5	Killarney	1	4		Closed			Closed			Closed		Closed
6	Lagoon Beach	1	4		Closed			Closed			Closed		Closed
7	Milnerton	1	4		Closed			Closed			Closed		Closed
8	Neptune	1	4		Closed			Closed			Closed		Closed
9	Paarden Eiland	1	4		Closed			Closed			Closed		Closed
10	Porterfield	1	3		Closed			Closed			Closed		Closed
11	Refinery	1	4		Closed			Closed			Closed		Closed
12	Royal Ascot	1	4		Closed			Closed			Closed		Closed
13	Sandown	1	2		Closed			Closed			Closed		Closed
14	Section	1	4		Closed			Closed			Closed		Closed
15	Stadium	1	4		Closed			Closed			Closed		Closed
16	Sunset Beach	1	3		Closed			Closed			Closed		Closed
17	Turf Club	1	4		Closed			Closed			Closed		Closed
18	Usasaza *	1	3		Closed			Closed			Closed		Closed

MyCiTi Kiosks - not operational: Feb 2019										
Kiosk hours				Monday to Friday		Saturday		Sunday & PH		Hrs/week
19	Vrystaat	1	3	Closed		Closed		Closed		Closed
	Total hours per week									0.00

Specification Annexure O2: Cash Management – Protocol for the management of Single Trip Ticket Dispensers (STTDs)

Protocol for the management of Single Trip Ticket Dispensers (STTDs)

1. Single Trip Ticket Dispenser locations and frequency of replenishments required.
 - a) The table below shows the locations where STTDs were in operation during 2017/18, as well as the cash amounts collected and the number of cash collection events for the year.

Single Trip Ticket Dispensers (STTDs) Collection amounts and collection events for 2017/18			
Nr	Station/ Location	Collected per Year (R)	Collection events (No)
1	AIRPORT PREMIUM	R31 180	10
2	ADDERLY (ABSA)	R11 858	13
3	GRANGER BAY	R3 831	10
4	CIVIC STANDARD	R51 033	32
5	CIVIC PREMIUM	R43 500	19
6	MELKBOSSTRAND	R17 423	15
7	TABLE MOUNTAIN2	R13 794	12
8	SECTION	R1 643	15
9	MILNERTON	R3 675	13
10	SANDOWN	R33 035	18
11	WOOD	R11 161	11
12	OMURAMBA	R6 626	8
13	JANSSENS	R3 384	6
14	ATLANTIS	R18 500	11
15	RACECOURSE	R21 526	17
16	SUNSET BEACH	R10 366	7
17	POTSDAM	R7 277	8
18	PAARDEN EILAND	R8 588	10
19	WOODSTOCK	R4 538	8
20	LAGOON	R19 463	14
21	ADDERLY (CIRCLE)	R6 346	10
22	TABLE VIEW STANDARD	R19 324	13
23	TABLE VIEW PREMIUM	R2 461	6
24	USASAZA	R360	1
	Total	R350 892	287
Note 1: STTD at Usasaza temporarily decommissioned.			
Note 2: Table Mountain 2 is an off-site STTD located at the Cable Way.			

- b) The service frequency is determined by the automated SMS notification system that sends out a low level indicator to a programmed cell phone number owned by the

Contractor, or by daily inspection by the Contractor to determine the need for replenishment or maintenance opening.

- c) The Contractor is required to execute all replenishments within 48 hours of receiving the low level SMS notification, or noticing a replenishment need.
- d) Any maintenance opening of any STTD requires cash to be collected and EFT payment made to the CTT, as per normal collection and payment procedure.

2. Monthly reporting

The Contractor is required to report monthly, per dispenser per location per replenishment:

- a) Card type contained in dispenser (e.g. Premium or Standard).
- b) Date that dispenser was replenished.
- c) Stock still contained in dispenser when opened.
- d) Amount of stock replenished.
- e) Cash removed for banking.
- f) Date and amounts of cash paid to the City, reconciled to the cash received (i.e. v. above).
- g) Amount charged to the City for the relevant replenishment.

3. Reporting of faulty Single Trip Ticket dispensers

Any faulty Single Trip Ticket Dispenser should be reported by the Contractor to the CTT through the normal fault reporting procedure, as provided by the CTT, within 24 hours after the fault was discovered by or reported to the Contractor.

4. Banking of cash collected from Single Trip Ticket dispensers

The Contractor is responsible for the banking of cash collected from the STTDs as follows:

- a) The Contractor must bank the cash collected from the STTDs into their own bank account.
- b) The Contractor must EFT the said amounts into the CTT's bank account, as per payment instructions issued by CTT.
- c) All payments should be made to the City within 24 hours after collection.
- d) Proof of payments should be supplied to the CTT as prescribed by the CTT.
- e) Due to the Single Trip Ticket Dispensers not giving change, surplus amounts can be expected at dispensers. All surplus amounts collected from the Single Trip Ticket Dispensers should be declared to the CTT in the monthly report required (as per section B above) and should be included in the EFT payments made to the CTT.

5. Single Trip Ticket stock take

Stock take of all Single Trip Tickets in possession of the Contractor, including stock in Single Trip Ticket dispensers, is required at the end of the financial year of the CTT (30 June), as per normal business procedure. Stock take records should be presented to the CTT and the Contractor is responsible for shortfall costs in line with the year-end accounting procedures of the CTT.

6. Faulty Single Trip Ticket procedure

The existing procedure, similar to the procedure for faulty myconnect cards, should be followed by cashiers to replace faulty Single Trip Tickets dispensed by the dispensers, after the fault was verified by testing the ticket on the ASK device. Passenger details should be completed on the Faulty Card Form and faulty single trip tickets and forms should be handed back to the CTT after the end of each month.

7. Recycled Single Trip Tickets

Recycled STTs should be should be collected each month from the STT recycle bins installed at stations, also from stations where kiosks are closed, and supplied to the CTT, including an electronic record of STT numbers. Recycled STTs, as collected from stations and recorded, should be delivered to CTT monthly.

Recycled Single Trip Tickets reloaded with value and supplied to the Contractor by the City should not be loaded into Single Trip Ticket dispensers, but should be limited to sales at cashiers. This will prevent slightly bent or sticky recycled Single Trip Tickets to get stuck in dispensers.

Specification Annexure O3: Cash Management – Monthly passenger movement (data)

The table below shows the number of passenger movement data at each station for the period July 2018 to December 2018. It should be noted that the data below is a reflection of tap in and out. These numbers are only shown for completeness and to assist tenderers with determining the activity at each facility.

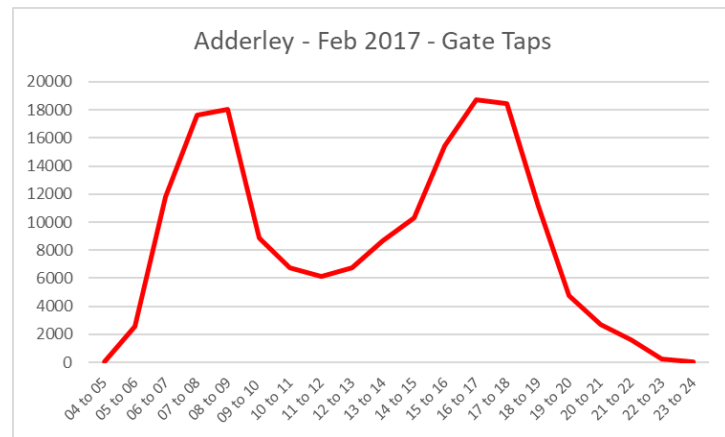
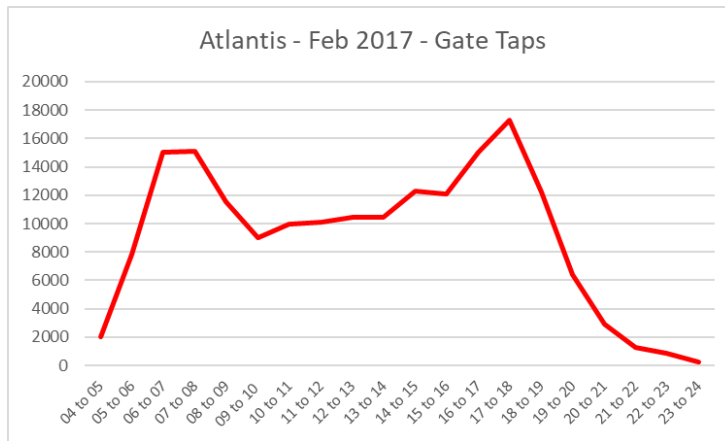
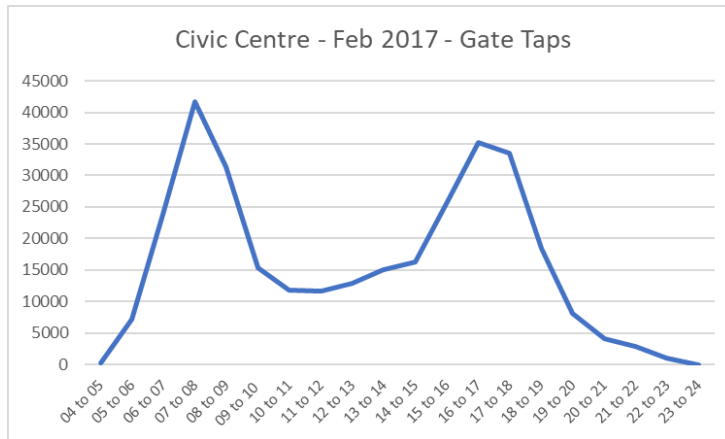
Passenger numbers per station for Jul to Dec 2018							
Nr	Station	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
1	Airport	7 459	7 484	7 544	4 462	5 483	6 034
2	Grey	6 191	7 210	6 512	3 553	3 904	3 217
3	Janssens	9 768	11 738	10 374	5 202	6 491	4 670
4	Wood	51 361	56 610	51 102	28 120	36 750	29 187
5	Circle East	26 927	31 402	28 805	14 979	18 086	16 592
6	Potsdam	11 769	15 354	12 825	8 239	9 595	8 051
7	Killarney	9 883	11 431	10 851	6 535	7 390	5 938
8	Queens Beach	4 679	5 033	4 913	3 366	3 695	4 303
9	Gardens	17 572	20 529	18 155	12 687	15 277	11 968
10	Omuramba	31 395	34 343	33 746	23 737	25 180	25 831
11	Civic Centre	316 525	330 943	309 358	231 264	306 842	265 222
12	Woodstock	27 877	31 144	26 303	18 551	21 811	15 788
13	Paarden Eiland	18 632	19 819	17 348	13 470	14 738	11 324
14	Neptune	10 662	10 593	10 017	7 584	8 202	6 472
15	Section	12 493	12 823	11 732	8 639	9 610	7 107
16	Vrystaat	21 495	23 314	21 832	14 854	15 940	13 670
17	Zoarvlei	17 086	18 229	16 866	10 969	11 698	10 694
18	Lagoon Beach	11 647	12 849	12 169	8 124	8 664	8 967
19	Woodbridge	42 687	47 152	43 292	27 203	27 820	25 356
20	Milnerton	9 093	12 591	10 527	6 158	6 730	4 424
21	Racecourse	23 480	25 430	23 182	19 532	21 877	17 308
22	Sunset Beach	15 073	15 971	15 152	10 823	12 359	13 173
23	Table View	147 798	159 031	153 005	137 650	155 540	149 644
24	Thibault Square	48 778	52 160	47 034	26 807	29 414	31 247
25	Stadium	11 510	15 030	14 187	7 808	8 910	10 922
26	Melkbosstrand	60 497	65 967	63 565	50 748	60 715	59 820
27	Granger Bay	7 321	7 982	7 310	4 092	3 974	3 903
28	Porterfield	14 412	16 587	15 460	12 946	15 894	10 002
29	Sandown	48 597	51 688	47 797	40 742	50 106	42 070
30	Royal Ascot	10 659	11 160	10 731	7 630	8 272	9 296
31	Adderley	135 244	145 453	135 045	119 855	115 536	103 989
32	Waterfront	43 543	44 230	44 919	25 130	21 369	43 628
33	Atlantis Station	158 979	155 035	156 995	158 330	167 548	168 862
34	Mitchells Plain	31 215	32 227	30 135	29 392	29 820	25 706
35	Phoenix	31 936	39 263	37 767	23 874	25 775	27 635
36	Sanddrift	11 759	12 459	12 172	8 425	9 231	9 750
37	Century City	43 808	45 687	45 655	31 602	37 928	47 894
38	Turf Club	1 029	1 222	1 246	755	652	510
39	Montague Gardens	8 233	9 160	8 496	5 235	3 684	3 177
40	Refinery	4 109	5 111	5 249	3 301	3 241	3 802
Total (Tap In and Tap Out)		1 523 181	1 631 444	1 539 373	1 182 373	1 345 751	1 267 153

Note: An illegal bus driver strike from 15 Oct 2018 had a negative impact on passenger numbers.

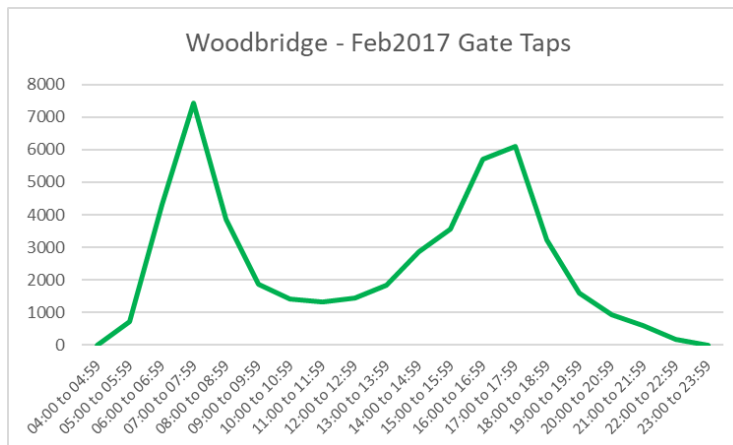
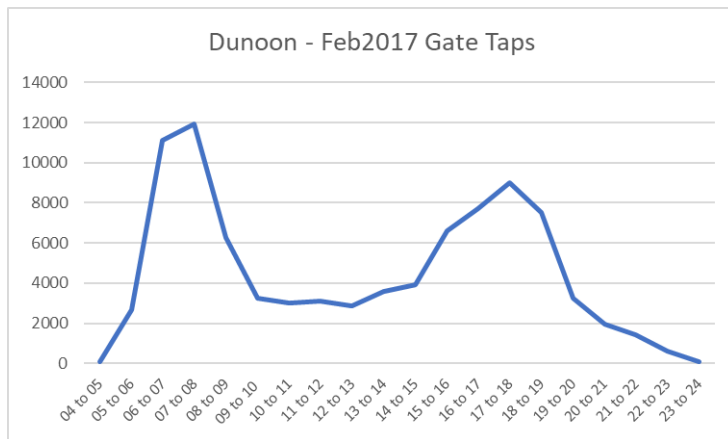
Typical Passenger Movement Profiles

The graphs below show the monthly taps for each hour in a day highlighting the peak hour activity and off-peak troughs.

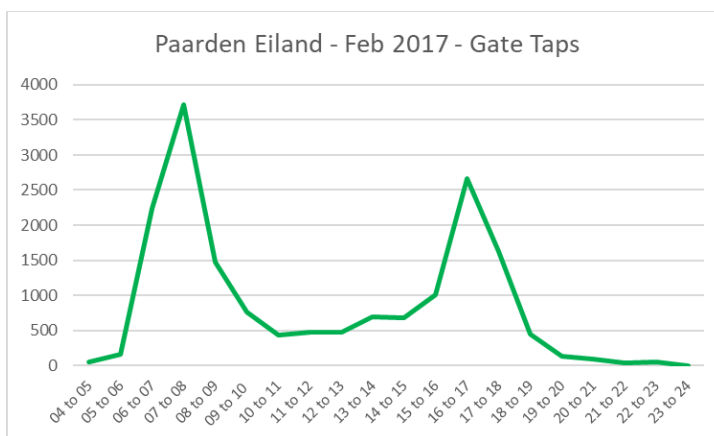
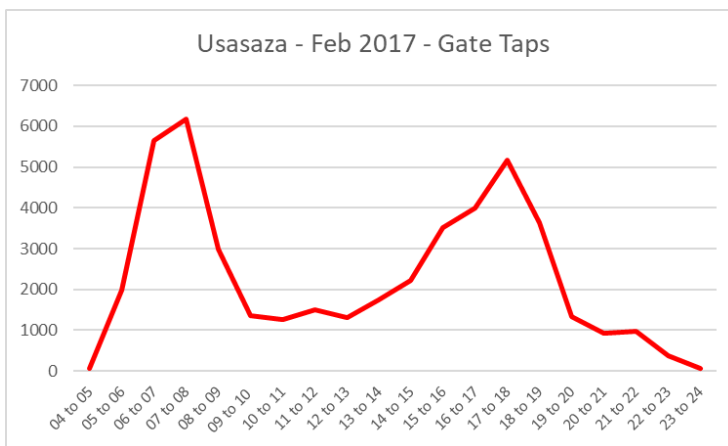
Grade 1 Stations:

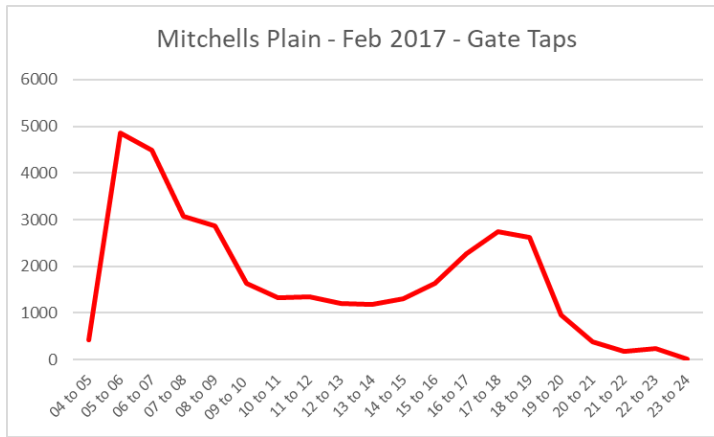


Grade 2 stations:

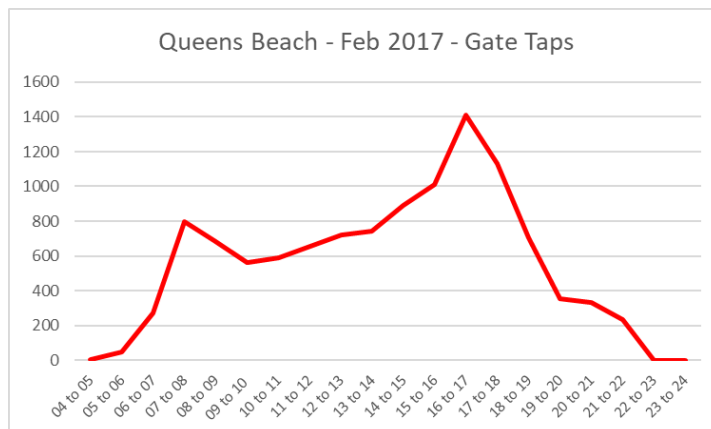
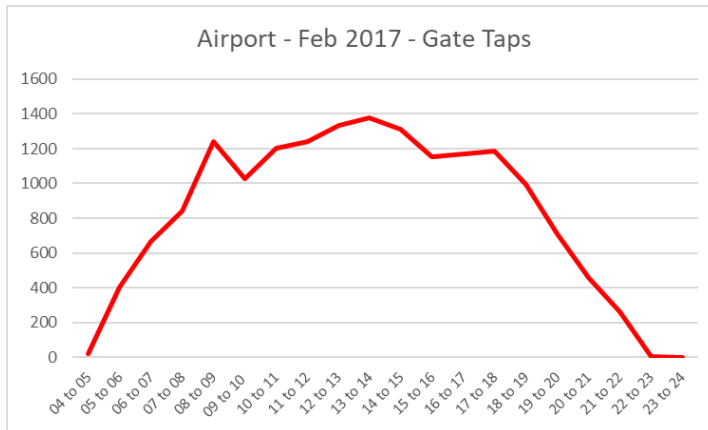
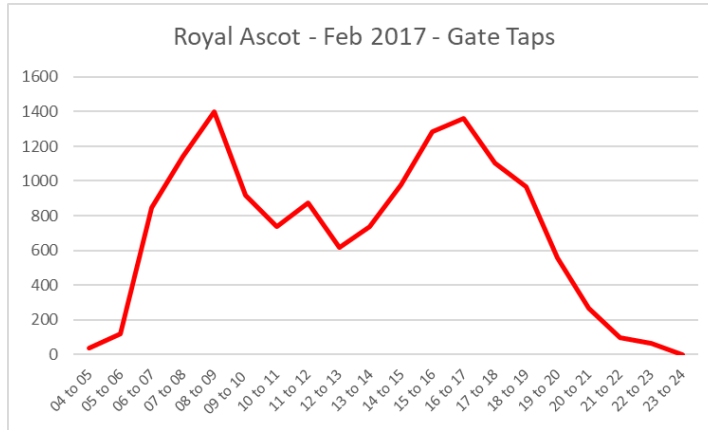


Grade 3 Stations:





Grade 4 Stations:



Specification Annexure P1: Information to Be provided with the statement of methodology

Statement of Methodology

Please ensure that the following items have been addressed in the statement of methodology as per Clause 13.4.11.1 of the Specifications. The statement of Methodology needs to be attached in Annexure P1.9.

Component Within Statement of Methodology (Clause 13.4.11.1 of the Specifications)	Specification Reference	Included in Methodology (Y/N)
- Management structure (Detailed organogram) depicting full organisational structure	13.4.11.1.4	
- Details of self-performed/sub contracted services (Annexure P1.2 to P1.4)		
- Procedure to be followed to ensure sub-contractor compliance		
- Details of sub-contracting agreement, labour rates		
- Description of the proposed management and operational plan	13.4.11.1.5	
- Resources and infrastructure to be used	13.4.11.1.6	
- Proposed accounting system		
- Information, call centre and communications	13.4.11.1.7 13.7.5.9	
- Access control, validators and fare evasion		
- Security including surveillance		
- Cleaning		
- Technical facilities management		
- Landscaping maintenance		
- Cash management services		
- Output of methodology to be developed after award with CCT	13.4.11.1.8	

Cash Management Requirements

Description	Relevant Returnable Annexure	Attached (Y/N)
Relevant experience in cash management	Annexure P1.6:	
Cash Management Key Personnel	Annexure P1.7:	

Bank letter for Cash management Service Provider

Description	Relevant Returnable Annexure	Attached (Y/N)
Bank letter for Cash management Service Provider attached as required in Clause 13.7.3.3.4	Annexure P1.8	

Specification Annexure P1.1: Relevant past / current experience in each functional area

The Tenderer shall complete this form for each of the functional areas listed below.

Should the Tendering entity be a joint venture, consortium, partnership or incorporated company, or if a management function is sub-contracted, the better qualified member of the entity or the sub-contractor need to complete the form for the relevant area of management expertise.

The functional areas are:

- Information, Call Centres and Communication
- Access Control, Validation and Fare Evasion
- Security
- Cleaning
- Technical Facilities Management
- Landscaping Maintenance
- Cash Management

This form needs to be completed for at **least two references** for whom the relevant service was performed within the last three years.

Each reference listed are to complete the Reference Questionnaire on the next page for inclusion in the tender document.

Documents that needs to be completed by clients of the tenderers/sub-contractors or previous employers do not need to be original and faxed or scanned copies will be accepted.

Contractor Name:			
Functional Area:			
Client:			
Contact Person:			
Tel. No:			
e-mail:			
Description of service:			
Contract Value			
	Start Date	Termination Date	
Contract Term			
Any major no-compliance/dispute issues? Provide details			
Reason for termination			
Comments:			
Reference Questionnaire - Relevant past / current experience in each functional area			

Documents that needs to be completed by clients of the tenderers/sub-contractors or previous employers do not need to be original and faxed or scanned copies will be accepted.

For completion by tenderer:

Name of Main Tenderer who is submitting this tender:	
Name of Contractor being rated:	
Contractor Contact Person:	
Tel No:	
Duration of Contract	
Value of Contract:	

For completion by referring client:

Please provide a score out of 10 for each of the following questions (1 being poor and 10 being excellent)

Question:	Rating:
Overall satisfaction with contractor's performance?	
Contractor's quality of management service provided?	
Contractor's charge out rates?	
Contractor's turnaround time to requests/problems?	
Contractor's staff conduct and adherence to service protocols?	

Any major no-compliance/dispute issues? Provide details	
Reason for termination	
Comments:	

Referring Company Name:	
Contact Person:	
Tel No:	
E-mail Address:	

Declaration by Referring Company:

We hereby declare that the information above is accurate as at the date of signature of this document.

Date:		
Signature:		
Name in Block Letters:		

Should further space be required, use a separate page in the same format as above.

Specification Annexure P1.2: Tenderer' Technical Experience - Self Performed Services

<ol style="list-style-type: none"> 1. The FM Contractor shall complete this form for each of the services it intends performing itself. 2. "Technical Level" refers to for example Electrician / Electrician Assistant / Electrician in Training / Labourer etc. 3. Please provide contactable references of current contracts where similar services are provided in the Reference Questionnaire. 			
Description of service			
Labour Rates (per hour)			
Technical Level Please specify the technical qualification level the rate applies to.	Office Hours	After Hours & Saturdays	Sundays & Public Holidays

Reference Questionnaire: Self performed Services

1. This questionnaire must be completed by at least two references for each of the services the tenderer intends to provide in-house.
2. Documents that needs to be completed by clients of the tenderers/sub-contractors or previous employers do not need to be original and faxed or scanned copies will be accepted.

For completion by the tenderer:

Name of Main Tenderer who is submitting this tender:	
Service being rated:	
Name of Contractor being rated:	
Contractor Contact Person:	
Tel No:	
Duration of Contract	
Value of Contract:	

For completion by referring company:

Please provide a score out of 10 for each of the following questions (1 being poor and 10 being excellent)

Question:	Rating:
Overall satisfaction with contractor's performance?	
Contractor's quality of workmanship?	
Contractor's charge out rates?	
Contractor's turnaround time to requests/problems?	
Contractor's staff conduct and adherence to service protocols?	

Referring Company Name:	
Contact Person:	
Tel No:	
E-mail Address:	

Declaration by Referring Company:

We hereby declare that the information above is accurate as at the date of signature of this document.

Date:		
Signature:		
Name in Block Letters:		

Should further space be required, use a separate page in the same format as above.

Specification Annexure P1.3: Tenderer' Technical Experience - Sub-Contracted Services

<p>1. The SM Contractor shall have each of the sub-contractors complete this form for the services it intends to contract out.</p> <p>2. "Technical Level" refers to for example Electrician/Electrician Assistant/Electrician in Training/Labourer etc.</p> <p>3. Please provide contactable references of current contracts where similar services are provided.</p>			
Contractor			
Description of service			
Contact Person			
E-Mail			
Tel. No.			
BEE Status		Proof Attached	(Y / N)
Type of enterprise (QSE, GE, EME)			
Agreement Signed	(Y / N)	SLA Attached	(Y / N)
5 Years or more experience?	(Y / N)	Highest value similar contract: (Must be one of the references who complete a reference questionnaire)	
H&S Agreement Signed	(Y / N)	Copy Attached	(Y / N)
Sub-contractor's mark-up on materials	Cost	% Mark-up	
	R0 to R4999		
	R5000 to R 9999		
	R10000 to R25000		
Labour Rates (per hour)			
Technical Level Please specify the technical qualification level the rate applies to.	Office Hours	After Hours & Saturdays	Sundays & Public Holidays

Reference Questionnaire: Sub-Contracted Services

1. This questionnaire must be completed by at least two references for each of the services the tenderer intends sub-contract.
2. Documents that needs to be completed by clients of the tenderers/sub-contractors or previous employers do not need to be original and faxed or scanned copies will be accepted.

For completion by the tenderer:

Name of Main Tenderer who is submitting this tender:	
Service being rated:	
Name of Contractor being rated:	
Contractor Contact Person:	
Tel No:	
Duration of Contract	
Value of Contract:	

For completion by referring company:

Please provide a score out of 10 for each of the following questions (1 being poor and 10 being excellent)

Question:	Rating:
Overall satisfaction with contractor's performance?	
Contractor's quality of workmanship?	
Contractor's charge out rates?	
Contractor's turnaround time to requests/problems?	
Contractor's staff conduct and adherence to service protocols?	

Referring Company Name:	
Contact Person:	
Tel No:	
E-mail Address:	

Declaration by Referring Company:

We hereby declare that the information above is accurate as at the date of signature of this document.

Date:		
Signature:		
Name in Block Letters:		

Should further space be required, use a separate page in the same format as above.

Specification Annexure P1.4: Proposed Schedule of Sub-Contractors

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.
 Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

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

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

SIGNED ON BEHALF OF TENDERER:

Specification Annexure P1.5: Professional Services Personnel

Refer to Clause 13.4.14.7. Professional Services Personnel of the Specifications

Position as specified	(a) First name, surname (b) Cross-references to CV	Current position and employer	Qualifications and details of registration with prof. body	Relevant experience / skill	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant

Print additional copies as required.

Specification Annexure P1.6: Cash Management: Record of experience in receiving, receipting, balancing, safekeeping, depositing and reconciliation of cash

List of equivalent projects undertaken by the tenderer in the last 5 years

<u>Name of Client</u>	<u>Name of Responsible Official</u>	<u>Telephone No/e-mail address</u>	<u>Description of Project</u>	<u>Period: Start and End dates</u>

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Specification Annexure P1.7: Cash Management: Key Personnel Cash Management

	<u>Name & Surname</u>	<u>Qualifications</u>	<u>Years of experience</u>	<u>CV submitted:</u> <u>YES/NO</u>	<u>Qualifications</u> <u>(Certified copies)</u> <u>submitted:</u> <u>YES/NO</u>
	SUPERVISORS:				
1.					
2.					
3.					
4.					
	MANAGER (Cash receipting)				
1.					
	MANAGER (Reconciliation)				
1.					

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Specification Annexure P1.8: Cash Management: Banking Charges Reimbursements

As per Clause 13.7.3.3.4 of the Specifications The City shall reimburse the Service Provider's credit and debit card costs incurred at a percentage of the transaction value. Tenders to include a letter from their bank indicating the bank cost the tenderer incurs for the respective cards as modes of payment. The percentage of payment transaction value cost shall be fixed for full duration of the contract period. Please note Clause 13.7.3.3.3 pertaining to the cost of cash deposits and transactions.

Tenderer is to attach to this annexure a letter from its bank stating the fixed credit and debit card costs.

Specification Annexure P1.9: Statement of Methodology

As per Clause 13.4.11.1 of the Specifications: Tenderers are required to submit a statement of methodology describing in detail how it intended to render the Services. The statement of methodology must be attached as part of this annexure.

Tenderer is to attach to this annexure the Statement of Methodology (Refer to Clause 13.4.11.1. of the Specifications)

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

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



Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:

Year	Month

Sheet		
1	of	

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

0 0 R -

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

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

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

B-BBEE Status Level of Prime Supplier

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

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of P* %

Signatures

Declared by supplier to be true and correct:

Date:

Verified by CCT Project Manager:

Date:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
---	---	--	--

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

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____

Date:

Verified by CCT Project Manager:

Date: