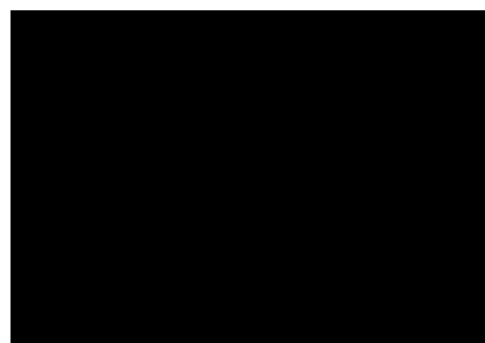

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement)	C1-2
C1.2 Contract Data	C1-6
C1.3 Form of Performance Security - Demand Guarantee	C1-36
C1.4 Occupational Health and Safety Agreement	C1-38
C1.5 Service Level Agreement	C1-40



CITY OF CAPE TOWN

TRANSPORT, ROADS AND STORMWATER

CONTRACT NO. 24G/2009/10



TENDER SERIAL No.: 8724	
INITIALS OF OFFICIALS	
1	
1	

DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING, FARE SYSTEM, THE SUPPLY AND DISTRIBUTION OF FARE CARDS, AND THE PROVISION OF MAINTENANCE AND OTHER RELATED SERVICES

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 24G/2009/10: DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF THE IRT FARE SYSTEM, THE SUPPLY AND DISTRIBUTION OF FARE CARDS, AND THE PROVISION OF MAINTENANCE AND OTHER RELATED SERVICES

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand. Two hundred & eighty four million, three hundred & forty three thousand five hundred & twenty nine 473C
..... (in words);
R ... 284 343 529 73 (in figures)

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

Signature(s)

Name(s)

Capacity

for the tender

Name and

address of

organization/tenderer

Name and

signature

of witness

Date ... 3 September 2009

Contract

Part C1: Agreements and Contract Data

Reference No. 24G/2009/10

C1-2

Acceptance

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 Contractor the amount due in accordance with the conditions of contract identified in the contract data. 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:

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

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the [REDACTED] of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the
Employer

EXECUTIVE DIRECTOR : [REDACTED]
CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date

24th February 2011

CITY OF CAPE TOWN

CONTRACT NO 24G/2009/10

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING
OF THE IRT FARE SYSTEM, THE SUPPLY AND DISTRIBUTION OF FARE CARDS,
AND THE PROVISION OF MAINTENANCE AND OTHER RELATED SERVICES FOR THE
CITY OF CAPE TOWN**

SCHEDULE OF DEVIATIONS



Schedule of Deviations

Notes:

- The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 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.
- 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.
- 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.
- The following deviations outline changes made to the original specifications based on negotiations. In cases where there is conflict between the deviations and the Schedule of Quantities (SoQ), the final SoQ in Annexures B, C and F shall take precedence.
- In this Schedule, the term "Annexure" shall mean an Annexure to this Schedule of Deviations (unless the context indicates differently).

1. Subject: **The negotiated Tender Offer (Value of Contract)**

The tender of ICT works for the Design, Supply, Delivery, Installation, Testing and Commissioning of the IRT Fare System, the Supply and Distribution of Fare Cards, and the provision of Maintenance, and other related Services for the City of Cape Town is the negotiated total amount not exceeding R376 285 716.09 (Incl. VAT), for a period of 7 years (from the date of commencement) for maintenance, warranties and operations.

2. Subject : **Amendments to the Conditions of Contract**

The Conditions of Contract set out in the tender documents are amended by way of the provisions of Annexure A.

3. Subject : **Negotiated Schedule of Quantities**

Annexure B applies to the initial 99 feeder buses that must be equipped with components forming part of the fare system, and all quantities regarding non-vehicular elements of the AFC system. Annexure C applies to all additional vehicles required regarding the Phase 1A during the currency of the contract.

Annexure B and Annexure C replaces the Schedule of Quantities submitted as part of the tender offer submission, and should be read together with Annexure F, which provides clarification as to the specifications regarding which the Schedule of Quantities related to, and by which the tender shall be bound.

4. Subject : **Schedule of Quantities for Equipping of Additional Vehicles**

Annexure C is the Schedule of Quantities that apply to additional vehicles. The original Schedule of Quantities provided for 99 Feeder Vehicles. The Schedule of Deviations makes provision to equip an additional 132 Feeder Vehicles and 43 Trunk Vehicles. Annexure C reflects 71 Additional Feeder Vehicles and must be read in conjunction with Annexure F where allowance is made for increased vehicle numbers.

5. Subject : **Banking Services Agreement**

The Banking Services Agreement, as contained in Annexure D, shall apply to Banking Services provided in terms of this contract, subject to the other applicable terms of the main agreement.

6. Subject : **Integration Responsibility Matrix**

Annexure E contains the Integration Responsibility Matrix as referred to in clause 25 of the Conditions of Contract, as amended in terms of clause 12 of the attached Annexure A.

7. Subject : **Negotiated Schedule of Quantities with Clarifications: Annexure F**

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance. The signing of this agreement by the tenderer is irrevocable until 28 January 2011 (*ie until Council has had the opportunity to consider the agreement in terms of Section 33 of the MFMA, and after the City manager has had opportunity to sign the agreement after Council approval*).

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.

For the Tenderer:

Signature(s)

Name(s)

Capacity *Director*

(Name and
address of
organization / tenderer

Name and
signature
of witness

Date

17th FEBRUARY 2011

For the Employer:

Signature(s)

Name(s)

Capacity

EXECUTIVE DIRECTOR

(Name and
address of
organization)
CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date

24th February 2011

CITY OF CAPE TOWN

CONTRACT NO 24G/2009/10

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING
OF THE IRT FARE SYSTEM, THE SUPPLY AND DISTRIBUTION OF FARE CARDS,
AND THE PROVISION OF MAINTENANCE AND OTHER RELATED SERVICES FOR THE
CITY OF CAPE TOWN**

SCHEDULE OF DEVIATIONS

ANNEXURE A

CITY OF CAPE TOWN

CONTRACT NO 24G/2009/10

DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING
OF THE IRT FARE SYSTEM, THE SUPPLY AND DISTRIBUTION OF FARE CARDS,
AND THE PROVISION OF MAINTENANCE AND OTHER RELATED SERVICES FOR THE
CITY OF CAPE TOWN

AMENDMENTS TO PART C1: AGREEMENTS AND CONTRACT DATA

The following amendments are to be effected to Part C1: Agreements and Contract Data

1) APPENDIX TO TENDER - Part 1 : Contract Data completed by the Employer

Delete the following paragraphs:

Item	Sub-Clause	Entry
Time for Completion of the Works.....	1.1.3.3 & 8.2	The entire Works shall be completed by 16 February 2011. The Milestone 1 Works shall be completed by 5 May 2010. The Milestone 2 Works shall be completed by 16 February 2011.
Delay damages for the Works.....	8.7* & 14.15(b)*	R 20,000.00 per day in respect of the Milestone 1 Works and R 10,000.00 per day in respect of the Milestone 2 Works
Card Delivery Date	13A.1*	5 May 2010
Date for establishment of minimum network of Retailers	13A.5*	5 May 2010
Minimum amount of third party insurance	18.3	R10 000 000,00

And replace with the following:

Item	Sub-Clause	Entry
Time for Completion of the Works.....	1.1.3.3 & 8.2	The entire Works shall be completed by 1 September 2012. Milestone 0 (start operating end February 2011) Milestone 1 (1 October 2011)

Item	Sub- Clause	Entry
		Milestone 2 (1 December 2011 for trunk and feeder vehicles.)
		Milestone 3a (1 May 2012 for trunk vehicles)
		Milestone 3b (1 October 2012 for feeder vehicles)
		Milestone 4 (1 September 2013)
Delay damages for the Works	8.7* & 14.15(b)*	R 10,000.00 per day in respect of the Milestone 0 Works and R 10,000.00 per day in respect of the Milestone 1 to 4 Works
Card Delivery Date	13A.1*	28 February 2011 (For interim Fare Solution)
Date for establishment of minimum network of Retailers	13A.5*	28 February 2011 (For interim Fare Solution)
Minimum amount of third party insurance	18.3	R15 000 000,00

3) The **Site access and possession table** on pages C1-11 and C1-12.

Delete table:

Description (Sub-Section 1.1.5.6)	Relevant parts of the Site	Functional requirements	Time for Completion (Sub-Section 1.1.3.3 and 8.2)	Delay Penalties (Sub-Section 8.7)
Milestone 1	The vehicles, trunk stations and feeder stations listed in the "Site access and possession table" above in respect of the Milestone 1 Works, and the Traffic Management Centre	The Woodstock, Paarden Eiland, Neptune, Section, Salt River, Zoar Vlei, Lagoon, Woodbridge Island, Links View, Racecourse Road, Sunset Beach, Bayside Centre and the Atlantis Stations require only the supply of AFC handheld equipment as a Milestone 1 functional requirement	5 May 2010	R20,000.00 per day
Milestone 2	The vehicles, trunk stations and feeder stations listed in the "Site access and possession table" above in respect of the Milestone 2 Works, and the Traffic Management Centre	Must fully equipped	16 February 2011	R10,000.00 per day

* See Particular Conditions

And replace with the following:

(a) Delivery dates when installation must be fully tested and operational for a given milestone

Description (Sub-Section 1.1.5.6)	Relevant parts of the Site	Functional requirements	Delivery dates when required to be fully operational (Sub-Section 1.1.3.3 and 8.2)	Delay Penalties (Sub-Section 8.7)
Milestone 0a	Provision of a start-up of a Fare Management System to be approved by the City and implementation as per milestone requirement. The EMV payment solutions roll out will commence during this period.		28 February 2011 – Phase 1 solution as agreed	R10,000.00 per day
Milestone 0b			01 July 2011 – Phase 2 solution as agreed	
Milestone 1	See Table below to be read in conjunction with milestone descriptions hereunder. Note: “Delivery Dates” of Milestones 1 to 3 is two months ahead of public IRT Business Plan dates (as shown in paragraph (c) below). Vehicle numbers are as per the Tender Schedule of Quantities and Schedule of Quantities Deviations. Penalties are subject to escalation.		01 October 2011	R10,000.00 per day
Milestone 2			01 December 2011 for trunk and feeder vehicles	R10,000.00 per day
Milestone 3a			01 May 2012 for trunk vehicles	R10,000.00 per day
Milestone 3b			01 October 2012 for feeder vehicles	
Milestone 4			01 September 2013	R10,000.00 per day

* See Particular Conditions

(b) Milestones: Description of core services and components

Note that milestones, services, dates, buses and stations / stops can be amended through reasonable notice by the Employer in terms of the Agreement. It is agreed that milestones 1 to 4 can be brought forward with at least two months' notice.

If the Tender is signed on behalf of the Employer later than 20 December 2010, the Tenderer may submit reasonable proposals for changes to deliverables by Milestones 0a and 0b, or for alternative delivery dates, which the Employer may not unreasonably refuse.

Mile-stone	Description	Service	Delivery Date	Buses (cumulative)		Stations / stops	
				Trunks	Feeder	Trunks	Feeders
0	Starter Service: This is the first stage of MyCiTi 'proper'	Trunks: Bayside to CBD (T01); Airport to CBD (T02a);	28 February 2011	42 (incl 28 trunks usable as feeders)	0	17	26 (temp stops)
1	The addition of Inner City feeder services	F00 Hout Bay – Camps Bay; F01 Camps Bay – CBD – Waterfront; F02 Sea Point (via Beach Rd) – CBD – Garden Centre; F03 Camps Bay - Sea Point – CBD; F04 Fresnaye – CBD; F05 Vredehoek – CBD; F06 Bo-Kaap – CBD – District 6 – Salt River; F07 City Bowl Circle Line; F65 Tamboerskloof – CBD	1 October 2011	42	97	18	259
2	The addition of	F13 Duynfontein –	1 December	42	141	20	350

2	The addition of Table View and Montague Gardens feeder services, and trunk CT to Montague Gardens	F13 Duynefontein – Melkbosstrand; F14 Big Bay – Bayside Centre; F15 Blouberg Sands – Parklands – Bayside Centre; F16 Blaauwberg Industria – Bayside Centre; F67 Century City – Koeberg Rd – Boundary Road	1 December 2011	42	141	20	350
3a	Atlantis trunk	T03a Atlantis – Racecourse Rd – Montagu Gardens (Peak Period); T03b Atlantis – Melkbos – Montagu Gardens (Off - peak period only); T04a Atlantis – Melkbos – Table View (Peak Period only)	1 May 2012	95	141	27	401
3b	Atlantis and Melkbos feeders	F08 Mamre – Atlantis; F09 Pella – Atlantis; F10 Sherwood – Atlantis Town Centre – Avondale; F11 Saxonsea – Atlantis Town Centre – Protea Park; F12 Atlantis Town Centre – Atlantis Industrial	1 October 2012	95	192	27	597
4	Du Noon trunk	T01 Doornbach / Du Noon – Waterfront (extension to Du Noon)	1 September 2013	118	192	39	597

Note: Components as per Business Plan, October 2010

(c) Extract from City IRT Business Plan

Note: "Delivery date" refers to the agreed delivery dates as in (a) and (b) above. The term "Target date" (below) refers to the date of commitment to the public, given in the Business Plan.

Milestone 0: Starter Service

This is the first stage of MyCiTi 'proper' and will consist of two trunk routes:

"Bayside to CBD (T01): This new service will make use of the predominantly dedicated route along the R27 to the Waterfront via Granger Bay Boulevard. The Waterfront end has not been finalised but interim measures will be put in place until a trunk station is built there.

Airport to CBD (T02a): This is a continuation of the existing Airport service. The route could be extended from the Civic Centre Station, where it currently ends, to the Waterfront via Granger Bay Boulevard. If this is not feasible then this movement can be accommodated by a convenient transfer to T01 at the Civic Station. These services will operate as planned and designed, using the correct designated fleet, stations and routes and, as soon as possible, with the support of the Automatic Fare System, Control Centre and Station Services. The existing services that will be affected by this service have been identified and an estimate has been generated for the annual operating costs of this service."

This target date for this milestone is end February 2011

Milestone 1: The addition of Inner City feeder services

This milestone sees the addition of all the feeder routes in the Inner City from the foreshore to Hout Bay (F00-F07 & F65). These feeder routes will be supported by the Inner City depot and feeder stops, including five closed feeder-to-feeder stations. These routes will make use 8,8m vehicles. *Business Plan: MyCiTi Phase 1A as approved by Council 27 October 2010 (6.043).*

The target date for the Inner City feeder services, excluding the closed feeder stations, is December 2011 (Delivery Date: 1 October 2011). The Inner City closed feeder stations are planned for completion by April 2012 (Delivery Date: 1 February 2012). The closed feeder stations provide additional convenience, safety and customer fare benefits, but the services can be operated ahead of completion.

Milestone 2: The addition of the Table View, Du Noon, Montague Gardens and Century City feeder services + trunk into Montague Gardens

(The original milestone 2 and 3 as per the Business Plan dated July 2010 has now been combined into one milestone, namely milestone 2.)

This milestone introduces following feeder and trunk services:

Table View feeders to serve the R27 trunk and provide a distribution service within the Table View area. The original plan involves three feeder routes (F14 – F16). These services are currently being reviewed to improve system coverage.

Du Noon – Montague Gardens - Century City (F66) feeder

Century City to R27 feeder (F67): This route intersects with F66 in Century City with a free transfer. This feeder connects with the R27 trunk route (T01) via Loxton Road.

CBD to Montague Gardens trunk (T03 interim): This trunk service is an interim service providing a link from Woodstock rail station to Montague Gardens, serving the significant demand from the metropolitan south-east area to Montague Gardens and making use of the 12m trunk vehicles already purchased for the Atlantis to Montague Gardens service, which will be redeployed for the Atlantis services. The target date for this milestone is February 2012 (Delivery date: December 2011).

Milestone 3: The addition of Atlantis and Melkbosstrand trunk and feeder services

In this milestone, the following are added:

Atlantis to Montague Gardens trunk (T03): This service will replace the interim service from the CBD to Montague Gardens, while still permitting travellers from the metro south-east to reach Montague Gardens via T01 and transferring to T03. The service has slight differences between peak and off-peak services.

Atlantis to Table View (T04): This service will provide an all-day service between Atlantis, Melkbosstrand and Bayside centre.

Feeders in Atlantis and Melkbosstrand (F08 – F13)

This milestone can be operational without all the components completed, and it is proposed that the Atlantis feeders be phased in.

The target date for the start of operations of the trunk services is July 2012 (Delivery Date: 1 May 2012), with the full service (including feeders) to start by December 2012 (Delivery Date: 1 October 2012). Securing the existing subsidy is critical for the financial viability of this milestone.

Milestone 4: The extension of the Bayside trunk to Du Noon

In the final milestone of Phase 1A, the trunk from Bayside to the CBD is extended from Bayside to Du Noon. This trunk route (T01) will require the construction of dedicated bus lanes on Blaauwberg Road and Potsdam Road. Once this milestone is implemented Phase 1A will be complete.

The existing public transport services that will be affected by this service have been identified and an estimate has been generated for the annual operating costs of this service.

The target date for this milestone is September 2013.

4) Sub-Clause 1.5 Priority of Documents

Delete the following:

- (a) the Form of Offer and Acceptance,
- (b) the Appendix to Tender within the Contract Data,
- (c) the Particular Conditions within the Contract Data,
- (d) these General Conditions,
- (e) the Employer's Requirements, and
- (f) the Schedules.

And replace with the following:

- (a) the Schedule of Deviations (and annexures thereto)
- (b) the Form of Offer and Acceptance,
- (c) the Appendix to Tender within the Contract Data,
- (d) the Particular Conditions within the Contract Data,
- (e) these General Conditions,
- (f) the Employer's Requirements,
- (g) the Schedules,
- (h) the Contractor's Proposal, and
- (i) the Banking Services Agreement.

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

The Banking Services agreement shall take precedence over other contract provisions in relation to specific banking related services, which shall be irrevocable until 28 January 2011).

5) Clause 10 Employer's Taking Over

Sub-Clause 10.1 Taking Over of the Works and Sections

Delete the following sentences:

"Add the following before the first paragraph:"

"At the end of the Trial Operation Period an inspection shall be done by the Contractor and the Engineer for the purpose of taking over the Works or a Section in terms of this Clause 10."

"Amend the first paragraph as follows:"

"Delete: ", or is deemed to have been issued" in (ii)."

"Delete the last paragraph."

And add the following:

"Delete the words "and Sections" in the heading."

"Delete the words "or is deemed to have been issued" in (ii) of the first paragraph."

"Delete the second sentence in the second paragraph."

"Delete sub-paragraph (a) in the third paragraph and replace with the following:"

- "(a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works for their intended purpose (either until or whilst this work is completed and these defects are remedied); or".

6) Sub-Clause 13B.2 Commencement and Termination of the Maintenance Services

Delete paragraph b) below:

- (b) continue until 30 June 2015.

And replace with the following paragraph:

- (b) continue for a period of seven years.

11.) Add the following Clause to the Particular Conditions of Contract:

24 Employers Requirements for ITS Integration:

The contractor shall project manage the integration of the Automated Fare Collection (AFC) system and the Control Centre (CC) System. This includes but is not limited to the following:

- Clarification of detail requirements for the AFC and CC systems.
- Identification of interface system requirements.
- Definition and sign off of specifications for the AFC and CC Systems.
- Development of an overall program plan and schedule for integration including test plans and scripts.
- Manage the execution of the plan.

Below is a brief outline of the recommended integration process:

- Detailed requirements clarification of the AFC and CC systems.
- 1-2 workshops between the AFC contractor, the City's representatives and the CC contractor to identify interface requirements.
- Definition and signoff of the interface specification between the AFC and CC systems
- Development of an overall programme plan and schedule for the integration including test plans and scripts.
- Execution of the plan

The following types of personnel would be required for the initial workshops from both the AFC and CC contractors.

- Project Manager
- Solution Architect
- System Analyst

Negotiated price for the planning and definition activities is estimated as follows:

Project Manager: R 180,000 (exclude the project management costs as per Tender Negotiated Offering)

Architect: R 235,000

System Analyst: R 235,000

Travel and Accommodation: R 88,000

Activities and pricing must be reviewed on receipt of further information regarding the integration activities. Pricing adjustment must be in line with the above price estimates.

12.) Add the following Clause to the Particular Conditions of Contract:

25 Integration Responsibility Matrix

(a) The Integration Responsibility Matrix (Annexure E to the Schedule of Deviations) is a summary of the obligations of the contractor. Should the agreement be silent or ambiguous in respect of any function

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listed in the responsibility matrix, the content of the responsibility matrix will prevail and the agreement will be interpreted accordingly. Notwithstanding any of the above, the responsibility matrix shall not relieve the contractor of any obligations expressly provided for in the agreement. The provisions on "External monitoring / fault reporting" as set out in Annexure E to the Schedule of Deviations do NOT affect the obligation of the Tenderer to do its own monitoring and fault reporting.

(b) The contractor shall liaise with the Employer and other contractors and develop protocols on how to deal with integration responsibilities where these require cooperation of other contractors / Employer; or where the Employer or other contractors require their cooperation. Where required, the Employer shall be approached to facilitate the settlement of disputes about such protocols on the basis of reasonableness; and, if not settled through this mechanism, such disputes may be referred to dispute resolution mechanisms as may be agreed between the parties.

(c) Where a party does not comply with an agreed protocol ("the defaulting party") and that results in losses or higher costs incurred by another party, the defaulting party shall reimburse the other party accordingly.

(d) The Employer may convene discussions with the Tenderer and other relevant parties to settle the dispute resolution mechanisms referred to in paragraph (b) and, where such agreement is not reached within a period of 60 calendar days of the first meeting called by the Employer in this regard, any party may refer the matter to binding arbitration in terms of the Conditions of Contract, and the arbitrator shall have the power to determine the appropriate dispute procedure to be followed regarding such protocol(s), and any ancillary matter needed to render the protocols more effective as a speedy mechanism for inter-related responsibilities. The cost of arbitration shall be shared equally between the relevant parties. For the purposes of this paragraph (d) the term "parties" shall include the Employer, the tenderer and the parties contracted to provide vehicle operations services, station services and control centre services shall; and clauses in their contracts worded similarly to this paragraph (d) shall be read together with this paragraph to form a binding written arbitration agreement between the parties.

(e) The cost of drafting and managing such protocols must be borne by the respective operators from their existing contract allocations, regarding their obligations as determined in such protocols.

13.) Add the following Clause to the Particular Conditions of Contract:

26 IRT Operations Management:

The City of Cape Town reserves the right to assign its rights and responsibilities to a municipal entity created to manage IRT operations, or any other contractors. The term City of Cape Town (or CoCT) in Annexure E to the Schedule of Deviations shall mean the Employer or its assignee.

14.) AFC system maintenance service level specifications: Fault reporting

Insert a new paragraph 3.1.6 into Annexure H "AFC System Maintenance Service Level Specifications" as following:

"3.1.6. Fault reporting

(a) The tenderer shall perform electronic / manual checks on all key components each 7 hour period between 6am and 8pm on every Business Day. "Key components" mean components that may significantly impact on the service levels referred to in Par 3.2.1.

(b) Regarding faults found during checks to be performed in terms of paragraph 3.1.1, and the checks referred to in par (a), or any other faults that may significantly impact on the service levels referred to in Par 3.2.1 that the Tenderer has become aware of through other means, the Tenderer shall inform the Employer within two hours through the Employer-determined fault reporting procedures of such faults , including an assessment of risk of the failure of system components as indicated in par 3.2.1.

(c) In case of non-compliance with paragraph (a) or (b) above, the Employer shall be entitled to deduct penalties of R2 000 per component per 2 hour-period between 6am and 8pm on Business Days."