

SCHEDULES

1-14

SCHEDULE 1: SPECIFICATIONS FOR REBUILT AND REHABILITATED BUSES

1. Rebuilt bus

“Rebuilt bus” means that a new body has been built on a rebuilt chassis, that all the compulsory vehicle standards applicable to the body as laid down by the latest requirements of the South African Bureau of Standards (SABS), the Standards Act 8 of 2008 and /or the National Road Traffic and National Road Traffic Regulations are met in each and every instance and that a roadworthy certificate is mandatory for each vehicle to be used, and that the bus complies with the following:

A. Body rebuilt by a registered bus body builder

- (a) Body superstructure conforming to SABS 1563: 1992 roll-over protection requirements;
- (b) New lights conforming to SABS 1046: head lights, front position, front end outline, identification, front rear and side indicators, rear position and stop, reverse, high-mounted stop, rear end outline, number plate;
- (c) Rear reflectors and side reflectors (where fitted) conforming to SABS 1046;
- (d) Chevron conforming to SABS 1329;
- (e) Seats and anchorages conforming to SABS 1564;
- (f) Seat belts on all unprotected seats conforming to SABS 1080/1430;
- (g) Class II rear view mirrors conforming to SABS 1436;
- (h) Laminated windscreen/s to SABS 1191, and shatterproof windows to SABS 1193; partitions conforming to SABS 1193/1472;
- (i) Emergency exits to have an unimpeded opening of 800mm x 400mm or 700mm x 500mm above and/or between backrests, decals facing inside and outside to be fitted to all emergency exits (50mm letter size);
- (j) Minimum ceiling height 1,90m;
- (k) Individual axle mass loads to be established and mass distribution to be within permissible limits, seated and standing passengers to be based on 68kgs per passenger, with luggage based on 100kgs per cubic metre;
- (l) Notices with permissible number of seated and standing passengers, and luggage where applicable (75mm letter size); and
- (m) Steps and floors to be covered with non-slip material; engine bonnets to be secure and correctly fitted.

B. Electrical

- (a) New wiring harness to be fitted; and
- (b) Wiring and electrical connectors to conform to SAE J 1292: (Per SABS)

C. Mechanical

- (a) Chassis stripped and cleaned (either shot-blasted or sand-blasted);
- (b) Chassis cracks are not permitted. Cracked components to be replaced; loose rivets or bolts to be replaced to OEM specifications;
- (c) Bent chassis members to be straightened;
- (d) Full paint treatment to be applied to chassis;
- (e) Reconditioned or new engine, fuel pump, compressor, gearbox, radiator alternator, starter motor, steering pump and box, differential, front and rear axles, steering components, to be fitted, to OEM specifications;
- (f) Springs to be scrapped and shock absorbers to be replaced;
- (g) New colour-coded air hoses to be fitted throughout, with reconditioned brake valves;
- (h) Air reservoirs and fuel tanks to be cleaned;
- (i) Fuel pipes to be renewed;
- (j) New tyres to be fitted to front wheels and new or newly

retreaded tyres to rear wheels, all with the same tread patterns; and

- (k) In the event of a bus-train the articulation component must be SABS approved and items such as coupling, turn table, bellows, etc. must be replaced/reconditioned to OEM specifications.

A Rebuilt Bus shall be deemed to be three years old on the date of the completion of the rebuilding.

2. Rehabilitated bus

“Rehabilitated bus” means that only the floor and the inner and outer cladding of the body must be removed to facilitate close *in situ* examination and repair of the superstructure framing, that new cladding and floor is fitted and that all the compulsory requirements (excepting rollover conforming to SABS 1563) as laid down by the latest requirements of the SABS, the Standards Act 8 of 2008 and /or the National Road Traffic Act and National Road Traffic Regulations are met in each and the vehicle complies with the following:

A. Body rehabilitated by a registered bus body builder

- (a) Lights conforming to SABS 1046: head lights, front position, front end outline, identification, front rear and side indicators, rear position and stop, reverse, high-mounted stop, rear end outline, number plate;
- (b) Rear reflectors , and side reflectors (where fitted) conforming to SABS 1046;
- (c) Chevron conforming to SABS 1329;
- (d) Seats and anchorages conforming to SABS 1564;
- (e) Seat belts on all unprotected seats conforming to SABS 1080/1430;

- (f) Class II rear view mirrors conforming to SABS 1436;
- (g) Laminated windscreen/s to SABS 1191, and shatterproof windows to SABS 1193; partitions conforming to SABS 1193/1472;
- (h) Emergency exits to have an unimpeded opening of 800mm x 400mm or 700mm x 500mm above and/or between backrests, decals facing inside and outside to be fitted to all emergency exits (50mm letter size);
- (i) Minimum ceiling height 1,90m;
- (j) Notices with permissible number of seated and standing passengers, and luggage where applicable (75mm letter size); and
- (k) Steps and floors to be covered with non-slip material; engine bonnets to be secure and correctly fitted.

B. Electrical

Electrical wiring to be reworked and be in safe working order.

C. Mechanical

- (a) Chassis to be inspected *in situ*;
- (b) Chassis cracks are not permitted. Cracked chassis members to be replaced to OEM specifications;
- (c) Bent chassis members to be straightened;
- (d) Springs to be scrapped and shock absorbers to be replaced;
- (e) Air reservoirs and fuel tanks to be cleaned;
- (f) Fuel pipes to be renewed;
- (g) New tyres to be fitted, all with the same tread patterns; and
- (h) In the event of a bus-train the articulation components must be reconditioned to OEM specifications.

A Rehabilitated Bus shall be deemed to be eight years old on the date of completion of the rehabilitation. A Rehabilitated Bus may not be rehabilitated again during the period of the contract.

SCHEDULE 2: VEHICLE SPECIFICATIONS (143 NEW BUSES or 150 OLD BUSES)

- **BASIC TECHNICAL REQUIREMENTS FOR BUSES**
 - Basic Requirements for Articulated Buses.
 - Length over 18.0 m.
 - Exterior width 2.60 m and must comply with seat widths of 420 mm and aisle widths of 620 mm minimum.
 - Internal ceiling height 1.90 m minimum
 - A minimum of two wheelchair positions, facing each other directly opposite the front access door.
 - Doors, door openings and distances between centerlines of door:
 - A minimum of three doors on the right hand (RH) side with a minimum of 1 100 mm clear opening.
 - The doors are to be of a folding type. When folded open the vertical edge must not protrude beyond the outer body skin.
 - Rear door centerline to be placed 3 800 mm backwards from middle door centerline ± 200 mm depending on the chassis dimensions
 - Middle door to be located behind the turntable
 - Front door centerline to be 6 000 mm from middle door centreline (± 200 mm depending on the chassis dimensions).
 - Tenderers must ensure that the door positions/openings align with those of the BRT stations.
- **Left Hand (LH) emergency doors:**
 - A minimum of two doors is to be provided on the left side of the bus to serve as emergency doors. These doors must have a minimum clear opening width of 650 mm.
 - The doors are to be positioned in the front and rear overhangs, respectively.
 - The doors are to be of the folding type, with handrails fixed either side.
- Floor height at median doorways, RH side, 940 mm (± 30 mm tolerance to cater for variables such as passenger loads, tyre pressures, etc.). Floor height to be level throughout.
- Passenger capacity — 117 minimum.
- Seated passenger capacity — 56 minimum.
- Seating arrangement: Maximum of 2 + 2 rows with a row pitch of 730 mm minimum.
- Flip-up side facing seats are required in the wheelchair bays.
- Standing passengers to be based on a maximum of 4-passengers/m²
- Individual seat width 420 mm minimum.

- Side windows size: maximum.
- Fixed windows with 40% sliders or approved alternative.
- Lap-type seatbelts on all unprotected seats and wheelchair positions.
- Permissible maximum axle mass loads:

○ Front Axle	○ 7 700 kg
○ Driving Axle	○ 13 000 kg
○ Intermediate or Rear Axle	○ 13 000 kg

- Euro V diesel engine that complies with the following emission standards:

	Bus Type	C02 (g/kwh)	Nox (g/kwh)	HC (g/kwh)	PM (g/kwh)
1.	Euro V diesel (New buses)	1.5	2.0	0.46	0.2
2.	Euro IV > diesel on old buses	1.0	2.8	0.65	0.3

Older buses

- Factory fitted particulate filters are required irrespective of emission standards.
- Rear or mid-engine.

- Automatic transmission with intarder or retarder.
- Full air suspension.
- Outer turning radius 15 m maximum.
- ABS brake system.
- Split front windscreen
- Professional driving monitor system recording at least ; engine revs , idling times
- acceleration and deceleration.
- Driver's seatback to be at least 450mm from steering wheel.
 - 1.2 Basic requirements for Complementary Buses.
 - 4x2 with length < 13,2 m.
 - Exterior width 2,60 m and must comply with seat widths of 420 mm and aisle widths of 620 mm minimum.
 - Internal ceiling height: 1,9 metres minimum.
 - A minimum of one wheelchair position next to LH rear exit/emergency door and opposite RH high level entry door.
 - Doors; door openings and distances between centerlines of doors.
 - Two doors on right hand (RH) side with a minimum of 1100 mm clear opening.
 - Rear door to be positioned behind rear axle.
 - The doors are to be of a folding type. When folded open the vertical edge must not protrude beyond the outer body skin.
 - Front (RH) door centerline to be 6 000 mm from rear door centerline (+/- 200 mm depending upon the chassis dimensions.)
 - LH doors :



- A minimum of two doors are to be provided on the left side of the bus to serve as emergency doors. These are to have a minimum clear opening width of 850 mm.
 - The doors are to be of a folding type, with handrails on either side.
 - The doors are to be positioned in the front and between the axles, respectively.
 - Floor height at median doorways, RH side, 940 mm (+/- 30 mm tolerance to cater for variables such as passenger loads, tyre pressures etc.). The floor to be level throughout.
 - Passenger carry – 81 minimum.
 - Seated capacity - 40 minimum
 - Seating arrangement: maximum of 2 + 2 rows with a pitch of 730 mm minimum.
 - Flip-up side facing seats are required in the wheelchair bays.
 - Standing passengers to be based on a maximum of 4 – passengers / m²
 - Passageway (aisle) width 620 mm minimum free space.
 - Side window size : maximum
 - Fixed windows with 40% sliders.
 - Lap type seat belts on all unprotected seats and in wheelchair bay.
 - Permissible maximum axle loads :
 - Front axle 7 700 kgs
 - Driving axle 12 000 kgs.
- Euro V diesel engine that complies with the following emission standards:

	Bus Type	C02 (g/kwh)	Nox (g/kwh)	HC (g/kwh)	PM (g/kwh)

1.	Euro V diesel	1.5	2.0	0.46	0.2
2.	Euro IV > diesel on old buses	1.0	2.8	0.65	0.3

- Factory fitted particulate filters are required irrespective of emission standards.
- Rear or mid-engine.
- Automatic transmission with interarder or retarder.
- Full air suspension.
- Outer turning radius 13,2 m maximum.
- ABS brake system.
- Split front windscreen.
- Internal ceiling height: 1,9 metres
- Maximum total bus height: 3,4 metres.
- Left front door:
 - This door is to be used for entrance and exit as well as being a second emergency exit.
 - Maximum step heights to be as follows :
 - 1st step 250 mm Total 2nd 3rd and 4th steps 670 mm with maximum of 230 mm per step. First step to be a maximum of 250mm.
 - All step nosing's to be highlighted 45mm on the riser and the tread in a manner that provides suitable visual clarity conforming to SABS standards on colour and luminance contrast.
 - Kneeling feature required.
 - Left rear door is to be used for wheelchair access as well as being an emergency exit.

LOOK & FEEL – ARTICULATED AND COMPLEMENTARY BUSES

Specification	Proposed	Notes
Paint Body colour/s: Red: Pantone 2747 C (Bright red) Blue: Pantone 1795 C (Royal blue) White: (Ice white?) High quality scratch resistant paint to be used. Logos: Rea Vaya BRT logo. Interior paint finish: Interior finishes Bus floors to be level for the entire interior of all buses Seat types: City comfort type seats or similar (The seats must be a comfortable commuter type). Seat material and colour: To be upholstered in a brightly coloured heavy-duty material that can be cleaned. The seat backs and the		. Same as for phase 1A and Phase 1B Same as for phase 1A & 1B Same as for phase 1A & 1B Same as for phase 1A & 1B

interior fittings must be graffiti resistant. Preferential seats should be clearly identifiable. The visual clarity provided throughout the bus should be sufficient to identify all the seats, particularly the preferential seats.

Bus floor material and colour:
The floor covering must be of a bright coloured non-slip material. The floor finish is to complement the interior finish of the bus. The floor finish is radiused at the sides to facilitate cleaning operations.

Grab rails, hand holds positions and colour: Highly visible colour (international best practise), textured finish.

Preferential seats for elderly, infirm, pregnant etc.: 1st two rows in front of bus. Colour recommendation to be made in consideration with rest of interior finish.

On-board waste bins.

Narrow parcel racks (200mm)

A suitable buzzer system must be fitted with convenient push points for passengers to operate. Push points to be provided at the preferential seating and wheelchair positions. Buzzers should be embossed so that they are tactile, and have suitable visual contrast. They should light up when pressed.

Driver's Compartment Layout

Ergonomic driver friendly cabin layout.

Controls and instruments must be clearly visible and within reach of the driver at all times.

Bus dashboard must have an indicator indicating the current and average fuel consumption so that the driver can get feedback about how his/ her driving style is affecting fuel consumption.

A fully upholstered high quality suspension type seat must be provided for the driver. The seat must be height and length adjustable.

A demister system servicing the entire width and depth of the windscreen must be fitted. A suitable visor and anti-sun film/ glare must be fitted to the windscreen. The driver's compartment is to be partitioned from the rest of bus (tempered glass). Distance between steering wheel and backrest of driver's seat to be at least 450 mm. If narrower control box mounted right front cannot be sourced move to a slide-out position in floor below right front two-seater.		
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These busses will all comply with all the relevant Universal Access Design Guidelines issued by the Dept. of Transport incorporating all aids for the disabled, blind, deaf, etc. Busses will be fitted with boarding bridges for easy passenger transfers between bus and station.

Buses will have the same Corporate Identity as the current Rea Vaya BRT buses.

2. Vehicle standards

- 2.1 All vehicles must conform to the requirements and regulations of the National Road Traffic Act or other applicable legislation and applicable SABS standards as from the commencement date.
- 2.2 No vehicle older than 15 years may be used to provide the services during the contract period unless it is rebuilt or rehabilitated.

- 2.3 The age of a vehicle is determined from the date of first registration of the chassis and the operator must provide proof of this. If the operator proposes to use vehicles that have been rebuilt or rehabilitated as defined in Schedule 2, it must provide full details of the work carried out by who, and the date of completion thereof. The Representative will monitor the age of the vehicles continuously from the commencement date of the contract to ensure compliance.
- 2.4 In accordance with Schedule 2, a fully rebuilt vehicle shall be deemed to be three years old on the date of the completion of the rebuilding and a rehabilitated vehicle shall be deemed to be eight years old on the date of the completion of the rehabilitation. No vehicle with a chassis age of more than twenty-seven years may be used during the contract period.
- 2.5 Details of the existing or proposed vehicles to be used on the services must be provided on Form 4.

2.6 Vehicles must conform to the following requirements:

	Vehicle type	
	Standard bus	Art Bus
Minimum seated capacity for contract	40	56
Total capacity	81	117
Minimum engine power	150kW	180kW

3. Livery

- 3.1 All vehicles operated on the contract must be painted in a uniform livery as approved by the CA. The vehicles must be clearly identifiable by the community and the SMF to the satisfaction of the CA.

4. Route and destination equipment

- 4.1 A removable/changeable duty number board must be displayed behind the right lower front windscreen visible from outside. The letter size must be 150mm and be made from reflective material. The colour of the numbers must contrast with the background colour of the duty board to facilitate legibility.
- 4.2 A board or scroll stating the destination of each trip must be displayed on the

front of the vehicle. The wording must be clearly discernible at a distance of 150 metres. The letter size must be at least 150mm and be adequately legible (readable) in all lighting conditions, including early morning and at night. The colour of the letters must contrast with the background colour of the board or scroll to facilitate legibility.

- 4.3 Electronic destination equipment is permitted and must be approved by the CA.

5. Communication equipment

The communication equipment must, as a minimum be able to comply with the communication requirements contained in clause 23.12 and be fully functional for the purpose at all times.

6. Monitoring equipment

Monitoring equipment will be supplied by the CA based on the functional capabilities required to comply with the provisions of the contract and SMF appointment terms and conditions.



SCHEDULE 3 SPECIFICATIONS FOR ADVERTISING ON VEHICLES

1. All advertising on vehicles must be legal, decent, honest, truthful and be designed with due sense of social responsibility.
 2. Advertising must be in compliance with marketing, advertising and transport laws and also respect generally accepted marketing and advertising standards and codes including but not limited to Code of Advertising Practice.
 3. It must be evident from the advertising who the advertiser is.
 4. Advertising must not prompt acts of violence nor include illustrations or descriptions of murder, violence or abuse and must not play on superstition and fear in an improper way.
 5. Advertising must not discriminate with respect to race, gender, religion, sexual orientation or nationality, nor offend people's cultural, religious or political beliefs.
 6. Advertising must not prompt disruptive behaviour with respect to safety in the home, at work or in traffic, or promote other dangerous, irresponsible, unhealthy and environmentally damaging behaviour.
 7. There must be no advertising (direct or indirect) for religious or political views or movements, nor for products offered by such. However, advertising of information relevant to society in general is allowed, e.g. about the environment, health and education.
 8. Advertising which targets children and youth must not be designed in such a way that it is psychologically or morally harmful. Advertising may not be designed so as to exploit children and youth's natural innocence and loyalty, as well as their particular trust in their parents, teachers etc. It may not undermine the authority and responsibility of the latter.
 9. It is the Operator's responsibility to ensure that advertising is legal and meets the above conditions.
 10. Advertising on more than one vehicle must be done in a uniform manner as approved by the CA.
 11. All advertisements must be submitted to the CA for pre-assessment as to whether the particular advertisement meets the above conditions. The CA may also assess future or existing advertisements of its own accord. The Operator must respect the decisions and instructions of the CA in this respect, and must accept that non-compliance could lead to declaration of a dispute or an application for an interdict and/or a claim for compensation.
 12. In addition to any other requirement, the advertising and marketing on the vehicle must comply with all the relevant provisions of National Land Transport Regulations, 2009.
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SCHEDULE 4: CONTRACT MANAGEMENT AND BUSINESS PLANS AND MONTHLY AND ANNUAL REPORTS

1. Contents of Contract Management Plan

The Contract Management Plan must provide information on the following matters:

- (i) The management structure proposed to manage the contract, including details of–
 - (a) Which staff categories will be full time and which will be part time;
 - (b) The number and categories of staff not covered in terms of the bargaining council arrangements, (i.e. mostly staff on managerial level);
 - (c) The numbers involved in each staff category, as defined by the bargaining council and set out in such a format that it can be audited; and
 - (d) Recruitment and training of necessary personnel, if these are not already available.
 - (ii) Details of how the Operator proposes to meet its reporting requirements under this contract, with full details of management control and information systems to be set up to ensure that its requirements are met in terms of this contract.
 - (iii) How the Operator proposes to handle penalty verification and contesting of penalties as required.
 - (iv) Details of–
 - (a) Arrangements for the financing and acquisition of the required vehicles as specified in Form 4;
 - (b) Procurement of offices, depots, workshops and stores; and
 - (c) Arrangements for fuel supply.
 - (v) How the vehicles will be maintained with details on whether maintenance will be done in-house or not. In this case details must be provided on–
 - Available staff specifying categories of staff numbers in each category;
 - Inspection and maintenance strategies to be implemented; and
 - Maintenance contracts with vehicle suppliers. Details on what is actually to be attended to by vehicle suppliers and
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if issues are excluded from this how those aspects will be addressed, taking into account the aspects mentioned under (a) above.

- (vi) Details of the fleet replacement program, if vehicles will be replaced during the term of the contract, as proposed in Form 4.
- (vii) The contingency plans that the Operator will implement if unable to provide the services.
- (viii) The plans that the Operator will implement in emergencies.
- (ix) How the Operator plans to meet the Key Performance Indicators, including details of–
 - the method of advising the CA or Representative of any missed trips; and
 - complaints handling and the Operator's defects register.
- (x) Details of the establishment of liaison groups with employers of commuters and communities where passengers reside if such liaison groups have not been established or are not functioning.

2. Finalisation of Contract Management Plan

- (i) Within 10 working days of submission of a draft Contract Management Plan under Item 1 the CA must provide comments on the draft Contract Management Plan, suggesting areas for consideration or amendment.
- (ii) The Operator must review and update the draft Contract Management Plan to address any comments raised by the CA and re-submit it to the CA for final approval within 10 working days of receiving the CA's comments. The Plan must then be signed by the Parties and a signed copy be retained by each party.

3. Compliance with the Contract Management Plan

In providing the services, the Operator must comply with the provisions of the Contract Management Plan.

4. Business Plans

[Note: The submission of the business plans should preferably coincide with the MTEF cycles as this will be used to submit information to Treasury regarding financing requirements if needed. This whole section is necessary because of the new role players and to ensure that they are provided with sufficient information/reports to manage the processes involved.

The Business Plan will assist the CA in obtaining additional funding from Treasury, should this be required.]

- 4.1 No later than 30 days after the commencement date and 30 years after the anniversary of that date each year during the duration of the contract the Operator must prepare and submit to the CA a draft Business Plan for the services operated in terms thereof for a period covering the following three years, whether or not that three year period extends beyond the termination of the contract.
- 4.2 The Business Plan must–
- a) Include a detailed 3 year financial forecast for the Operator based on the costs and revenue projections which were originally provided to the CA;
 - b) Comply with and incorporate (where applicable) the information and reporting requirements or other reasonable requirements prescribed by the CA from time to time; and
 - c) Identify any differences from the previous Business Plan, together with the reasons for those differences.
- 4.3 Within 15 working days of submission of a draft Business Plan under Item 4.2 the CA and the Operator must meet to discuss the Business Plan.
- 4.4 Within 10 working days of the meeting mentioned in Item 4.3 the CA must provide comments on the draft Business Plan, suggesting areas for consideration or amendment.
- 4.5 The Operator must review and update the draft Business Plan in response to comments received and address and incorporate any suggested areas for consideration or amendment within a further 10 working days and re-submit to the CA–
- (a) The final updated Business Plan with a statement of reasons why the CA's comments have not been accepted, if that is the case; and
 - (b) An extract of the resolution of the board of directors or owners of the Operator approving the Business Plan.
- 4.6 The Business Plan for the financial year ending will be that part of the initial Business Plan that relates to the period from the commencement date to

5. Monthly Operational Reports

- 5.1 The Operator must provide the CA with a monthly operational report outlining the monthly operations of the Operator within 15 business days of the end of the month. The monthly report will provide information outlined
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in Items 5.3 to 5.5 below.

- 5.2 The CA may require the Operator in writing to provide a breakdown of statistical information by time period and/or by route.
- 5.3 The Operator must submit monthly management accounts with the monthly operational report. The CA will review the information submitted from time to time which must include, but will not be limited to—
- a) Actual results vs budgets and forecasts;
 - b) Details of debtors and creditors and the age of the debt;
 - c) Cash flow statements; and
 - d) Details of capital expenditure planned in next three months with details of financing.
- 5.4 The CA must keep all information provided by the Operator confidential and may not disclose it to any other person or body without the prior written consent of the Operator.

6. Annual Reporting

- 6.1 The Operator must maintain those financial, operational and financial planning records that would ordinarily be maintained by a skilled and experienced public transport operator and as required in terms of generally accepted accounting practice.
- 6.2 The Operator must provide to the CA as soon as practicable (and in any event not later than three months) after the end of each 12 month period after the commencement date an annual report that includes—
- (a) a general description of the activities undertaken by the Operator during the previous year, as well as any significant initiatives to be introduced in the current year.
 - (b) a Training and Staff Development Report which will identify programs and courses that Operator's staff participated in.
 - (c) Certified true copies of its audited accounts for that specific period together with all related directors' and auditor's reports, including:
 - (i) A balance sheet at the end of the reporting period;
 - (ii) Profit and loss statement for the reporting period;
 - (iii) Statement of retained earnings for the period; and
 - (iv) A cash flow statement for the reporting period.
 - (d) A commentary on—
 - (i) material variations between actual results and budget year to
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- date;
- (ii) progress against Key Performance Indicators;
- (iii) acquisitions and disposals of contract vehicles and depots;
- (iv) details of its indebtedness (whether actual or contingent) in respect of financial commitments (including any lease or hiring agreement);
- (v) financial viability; and
- (vi) material variations between actual results and the forecasts contained in any forecasts done during the negotiations between the Parties to conclude this contract.

- (e) Details of the number of employees, their roles and the minimum, average and maximum wage paid for each staff category.

- 6.3 The accounts referred to in paragraph (c) must be prepared consistently in accordance with generally accepted accounting practice and/or International Financial Reporting Standards (IFRS) and the Operator's normal accounting policies, details of which must be supplied, on request, to the CA.
 - 6.4 Any changes to the Operator's accounting policies should be notified to the CA on submission of the accounts. The Operator must draw the CA's attention to any differences between its normal accounting policies and generally accepted accounting procedures.
 - 6.5 Each set of accounts delivered under paragraph (c) must give a true and fair view of the state of affairs for the period covered by the accounts.
 - 6.6 The Operator must ensure that the records kept and accounts submitted under this item relate only to the business conducted under this contract and are separate from the financial and planning records and accounts of its other operations and contracts, if any.
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SCHEDULE 5: DUTIES TO BE PERFORMED BY THE SMF

1. The function of the SMF's Representative, or if no Representative is appointed, an official appointed by the CA for the purpose, is to administer and supervise the contract in accordance with the provisions hereof. In this regard the Representative shall perform all the duties of the Representative as described in the contract and at all times endeavour to be just to both the CA and the Operator. Insofar as it is not in conflict with the duty to be just to both Parties, the Representative must ensure that the CA's interests in the contract are protected.
2. It is the duty of the Representative to supervise the operation of the services as provided by the Operator on behalf of the CA, to monitor such services to ensure compliance with the Specifications and to arrange and chair monthly and other project meetings.
3. The Representative may from time to time, with the written consent of the CA, delegate in writing to an authorised person any of the powers and functions vested in it and must furnish the Operator with a copy of all such written delegations of powers and functions. Any written direction or written approval given to the Operator by such a delegate in accordance with such delegation (but not otherwise) shall be binding on both the Operator and the CA in the same way as if it had been given by the Representative, provided always that—
 - (a) failure of a person authorised by the Representative to make a ruling or issue an instruction shall not prejudice the power of the Representative to make such ruling or issue such instruction later; and
 - (b) should the Operator be dissatisfied with any decision of a person authorised by the Representative, it may refer the matter to the Representative within seven (7) days, who must thereupon confirm, vary or reverse the decision.

The Representative shall remain liable to fulfil all of his/her duties in terms of the contract notwithstanding the appointment of a delegate.

4. It is also the duty of the Representative's Deputy to supervise the operation of the services as provided by the Operator on behalf of the CA and to monitor such services to ensure compliance with the Specifications. Other functions of the Deputy include, among other things, to arrange and chair meetings with the Operator other than monthly project and weekly penalty meetings, to develop a monitoring strategy, to supervise the monitoring staff and audit the quality of their monitoring activities, and to ensure that all relevant information required by the CA is forwarded in accordance with the
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formalities prescribed.

5. The monitors will conduct monitoring on routes and at termini, ranks and intermediate monitoring points.
 6. Monitoring on route establishes the following:
 - (a) route and stop adherence;
 - (b) passenger demand along the route;
 - (c) drivers' driving skills, behaviour, adherence to traffic laws and consideration for passengers; and
 - (d) the accuracy of EFVE by comparing actual passenger numbers with EFVE data and reports.
 7. Monitoring at terminus, ranks and intermediate monitoring points establishes the following:
 - (a) the actual departure and/or arrival time to determine conformance with the contract timetable;
 - (b) whether the correct shift number is displayed;
 - (c) whether the correct destination is displayed on the destination board;
 - (d) whether vehicles are in a satisfactory condition with respect to general vehicle condition;
 - (e) the validity of licences; and
 - (f) the number of passengers and their perceptions.
 8. Technical bus inspections will be carried out by suitably qualified staff at the depot(s) on a weekly basis. Defects identified will be classified in terms of the following types:
 - (a) Type A defect: a warning;
 - (b) Type B defect: defect to be repaired within two days; and
 - (c) Type C defect: defect to be repaired before resuming contract trips or duties (shifts).
 - 8.1 The standards that will be applicable to standard and bus-trains as per SANS 10047 read with the National Road Traffic Regulations (NRTA Regulations) and other applicable SANS standards are as follows:
 - (a) Reject if the licence of the motor vehicle has expired. [See Chapter III Regulation 4(3) of the NRTA Regulations.] The Operator has twenty-one days to display the licence; however, proof of roadworthiness and licence receipt must be dated before the period of validity has expired.
 - (b) Reject if the roadworthy certificate (RWC) has expired in terms of NRTA Regulation 145(1), which requires a bus RWC to be valid for six months only. The twenty-one days' grace to display licences does not
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- apply to RWCs.
- (c) Reject if there is no valid operating licence kept in the vehicle in terms of the National Land Transport Act 5 of 2009 (NLTA) and Regulations for the prescribed routes/services.
 - (d) Reject if number plate(s) are not compliant with SANS 1116-2 and 1116-4; not securely fitted; legibility/reflectivity affected/damaged/tampered with; number not corresponding with licence disc; number plate obstructed; number plate has sharp edges, etc.
 - (e) Reject if windscreen(s) are chipped/cracked within driver's control zone vision; windscreen clouded/defective; not identifiable as safety glass. (SANS 1191)
 - (f) Reject if mirrors are chipped/cracked/discoloured within driver's vision; mounting brackets loose. (SANS 1436)
 - (g) Reject if any part of the passenger door mechanism is faulty and cannot close properly whilst the bus is in motion and constitutes a danger to passengers.
 - (h) Chevrons must conform to SANS 1329 and reflectors to SANS 1046; chevrons, reflectors and contour markings as prescribed in the National Road Traffic Act (NRTA) and SANS 10047.
 - (i) All glass must conform to NRTA Regulation 202; Such window/glass is permanently marked with the trade mark and clearly identifiable as safety glass(SANS 1192/1193); Reject if any window pane or transparent partition is not in a sound, unbroken and clear condition (SANS 1472); Emergency exits to have unimpeded openings of 800 mm x 400 mm or 700 mm x 500mm; At least one (1) emergency exit for every twelve (12) passengers; Emergency exits to be clearly identified with 50mm lettering facing inside and outside.
 - (j) Reject if head lights (high and low beam) beams are not similar in intensity, do not work, lenses are missing/broken and or clouded/discoloured and if any park light, stop light, tail light, number plate light or indicator/hazard light does not work, lenses are missing/broken or clouded/discoloured. If any stop light or indicator light when in use is not visible from 30 meters in normal sunlight. (SANS 10047 read with SANS 1046).
 - (k) Reject if any equipment that was required for the vehicle when it was new has been removed, or replaced with unsatisfactory equipment, or has been degraded.
 - (l) Reject if the wiper mechanism or the blade or the control is not sufficiently operational to ensure a clear view for the driver or if wiper blades have cracks.
 - (m) Reject if the vehicle is not fitted with a destination indicator of any type, electronic type, manual roller type or board, however, if electronic/roller type it must be in working order. The lettering height must be 150 mm and the destination must be clearly discernible at 150 meters (NRTA Regulation 264A)
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- (n) Reject if the bonnet cover does not seal and if, in the case of standard buses and bus-trains, the vehicle is not fitted with handrails at the steps and passageway and the step light(s) on the steps is/are not functioning;
 - (o) Reject if cross-ply and radial tyres are mixed or a different size on the same axle; if inflated duals make wall contact; if the casings are damaged; Reject if tread depth is below 3 mm on any one tyre; if tyres are not correctly sized or correct carrying capacity; if any tyre is under inflated in excess of 10%. Reject if front tyres are not new.
 - (p) Reject if any wheel stud/nut or half-shaft bolt is loose or missing, wheel is bent or cracked. Any wheel rim does not comply with load tables - SANS 1550-3. Reject if the wheel flaps are not fitted or in a good condition or do not comply with SANS 1496.
 - (q) Reject if any steering drop arm/tie rod end/drag link/linkages play exceeds 1 mm. (Bushes, end's side play, etc.); if there is any sign of welding; distortion; mechanism does not operate smoothly throughout the range, any fastener, retaining device or locking device is missing/loose or not correctly fitted; proper movement is obstructed by another part of vehicle.
 - (r) Reject if the information display/self-adhesive tamper proof label is not clearly imprinted with those items specified in clause 5.2.4 of SANS 20047; reject if there is no manufacturers plate fitted with the prescribed data in clause 5.2.4 of SANS 20047.
 - (s) Reject if hydraulic pipes are chafing, not correctly clamped or signs of leaks.
 - (t) Reject if steering stops are missing, not correctly fitted/adjusted or obstructed by another part.
 - (u) Reject if steering wheel play exceeds 45 degrees or the manufacturer's recommendation or the wheel hub or any spoke is broken or damaged or there is relative movement between the shaft and steering wheel; the centre of the steering wheel exhibits excessive up and down movement in line with the column; a flexible coupling or universal joint is excessively worn or is not secure; missing fasteners; modifications not in line with manufacturer's specifications.
 - (v) Reject if the low air warning devices (audio or light) are missing or do not function when air pressure is below 4.1 bar. (SANS 10047 - 5.31(c) read with NRTA Regulation 156(2))
 - (w) Reject if the maximum air pressure is below 7.3 Bar and if the time between starting the engine with reservoirs empty and reaching the operating speed exceeds the time limits as specified (SANS 20013, SANS 1207 or SANS 1051).
 - (x) Reject if the fire extinguisher does not conform to NRTA Regulation 260 or emergency triangles do not conform to NRTA Regulation 214 (SANS 1329).
 - (y) Reject if driver's door lock does not work correctly from inside or outside; hinges, catches or pillars of the door are not secure when
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closed.

- (z) Reject if driver's seat is not adjustable, loose or badly worn to the degree that it may cause the driver to lose control.
 - (aa) Reject if no partition is fitted behind the driver.
 - (bb) Reject if a control is functional incomplete/fractured/broken or obstructed/impeded in its travel or the steering wheel (with wheels in a straight position) obscures the speedometer or the low air-pressure warning device or both; a control is so positioned that when operated it will impair proper control of the vehicle; if any pedal, does not have the manufacturer's anti-slip provision (which could include a grooved metal surface) or the pedal surfaces are smooth; if the speedometer or any other meter or gauge, switch or control is missing, loose or defective. Gear lever/linkage/boot are defective/loose/damaged.
 - (cc) Reject if the exhaust brake is not working. Retarder (if fitted) reject if not working, if mounting bolts are loose, excessive bearing play, signs of corrosion/fractures, etc. (SANS 1051-4).
 - (dd) Reject if hand brake is not effective. Reject if the brake operating cylinders or diaphragms with excessive travel are found. (limit of 55 mm or half the cylinder length) (SANS 1051-5).
 - (ee) Reject if excessive oil/water is in the air system, air reservoir or with no provision for draining automatically or manually, any reservoir not secured. (SANS 1051-3).
 - (ff) Reject if any brake pipes are excessively chafed, corroded, damaged, inadequately secured, kinked, or so positioned as to be liable to be damaged.
 - (gg) Reject: If with the foot brake fully applied and whilst being held down, the air pressure gauges drops more than 10% in 3 minutes; or if any air leaks are audible; or if there are visibly clogged air cleaners/valves. (SANS 1051).
 - (hh) Reject if any brake linings on one or more wheels are worn below the low wear indicator or are contaminated with oil or unnecessary free play is present. (SANS 1051).
 - (ii) Reject if clearance between brake drum and lining exceeds 1 mm; or slack adjusters not functioning or have parts missing; defective/missing brake boosters or brake boosters not as per manufacturer's specifications; reject if brake drums are cracked/fractured or excessively worn / oval. (SANS 1051-6).
 - (jj) Reject if any air valve (foot brake, four way, load sensing, etc.) shows any signs of malfunctioning, air leaks, oil discharge, loose or defective.
 - (kk) Reject if the number of passengers displayed in the vehicle does not correspond with the licence disc and actual seats fitted (Regulation 245A) (Lettering size to be 75mm).
 - (ll) Reject if any electrical wiring are loose, damaged, not properly insulated, chafing and or hazardous. Reject if the battery/battery carrier/fittings are not secure. (SANS 10047 - Clause 5.38).
 - (mm) Reject if the passenger seats and frames are loose, broken/torn and
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- or danger to passengers. (SANS 10047 and SANS 1564 for anchorage) Gap between backrest and seat to be 200mm.
- (nn) Reject if the twist locks, screws or fasteners are not in good working order. Reject if the inspection covers in the passenger isle are not properly secured causing a danger to passengers.
 - (oo) Reject if any seat facing has its side towards an entrance and if a rail or partition is not provided between the seat and the entrance (or side of seat).
 - (pp) Reject if the vehicle is fitted with twist locks and the twist locks are not in good working order.
 - (qq) Reject if the vehicle is not weatherproof (water, dust leaks, etc.).
 - (rr) Reject if any bumper, protective device, bonnet or similar fittings is not secure or has sharp edges. (SANS 10047).
 - (ss) Reject if the passenger steps support structure is cracked or damaged, if steps are badly rusted or if there are jagged edges which may cause injury. (SANS 10047 and 1563).
 - (tt) Reject if any spring has broken blades or sagging, broken centre bolts or they are not as per the ALB Plate (or in breach of contract specifications).
 - (uu) Reject if any "U" bolts are loose, broken or missing or if spring cradles are cracked or loose.
 - (vv) Reject if any shackle pin wear exceeds 5% of pin diameter. (Check shackle pin and shackle bearing wear.)
 - (ww) Reject if any spring hanger/brackets are fractured or worn or any signs of welding, if fractured or wear exceeds 4mm and or signs of welding or if the "Fox Clamps" are missing or loose.
 - (xx) Reject if the vehicle is fitted with a load sensing valve and it is not functional, loose, damaged, etc. (SANS 1207, SANS 20013 read with SANS 10047).
 - (yy) Reject if any shock absorber is missing/broken/leaking oil (air) or loose and or mountings worn/loose/missing.
 - (zz) Reject if a stabilizer bar or arm or an anti-roll bar is missing, bent, welded, stabilizer bushes are worn, stabilizer mountings are in poor condition, signs of damage.
 - (aaa) Reject if any excessive cracks, deformation or corrosion of any chassis/cross member occur; repairs will only be accepted if in compliance with the manufacturer's specifications (SANS 1563).
 - (bbb) Reject if axle is cracked, welded or king pin wear exceeds 6 mm measured at the outer diameter of the wheel, or if wheel bearing play exceeds 0.25 mm. Reject if hub seals and or "O" rings are leaking oil.
 - (ccc) Reject if there is any evidence of excessive oil spray or any (engine, gearbox, steering box, rear axle, etc.) excessive oil, fuel or water leaks to the extent that it visibly drips during inspection; reject if the fuel tank is not secure or any part of it has been repaired in an unsatisfactory manner which could cause it to leak; the filler cap is missing or defective causing fuel spillage or leaks or pipes are damaged, chafed
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or not secure.

- (ddd) Reject if any engine or gearbox mounting is missing, loose, broken or has deteriorated to the extent that the effectiveness is impaired (SANS 1563).
- (eee) Reject if flange bolts loose/broken; worn centre bearing/housing; damaged flexible mounting of bearing housing; worn spline joint; worn universal joints; damaged or bent shaft; there is excessive vibration or abnormal noise; the clutch slips or gives excessive shudder; defective gear selection.
- (fff) Reject if the exhaust system is not secured, the system is within 25 mm of any hydraulic brake system pipe, noise limits are exceeded, emits excessive smoke.
- (ggg) Reject if the engine misfires, lacks power to the extent that it would hinder traffic or if engine failure appears imminent (i.e. engine knock, etc.).
- (hhh) Reject if in the case of a bus-train, the Operator fails to produce a certificate to certify that it has separated the two parts of the bus-train and examined the ball coupling and repaired, replaced or adjusted it, as necessary (SANS 10047 - 5.9.3.(g) read with the NRTA and its Regulations).

8.2 The standards that will be applicable to all buses (standard and Articulated) as per SANS 10047 read with the National Road Traffic Regulations (NRTA Regulations) and other applicable SANS standards are as follows:

- (a) Reject if the Licence of the motor vehicle has expired. [See Chapter III Regulation 4 (3) of the NRTA Regulations] The operator has twenty-one days to display the licence; however, proof of roadworthiness and licence receipt must be dated before the period of validity has expired.
 - (b) Reject if the roadworthy certificate (RWC) has expired in terms of NRTA Regulation 145 (1). Please note that the twenty-one days does not apply to RWCs.
 - (c) Reject if there is no valid Operating Licence displayed in the vehicle in terms of the NLTA & Regulations for the prescribed routes/ services.
 - (d) Reject if number plate(s) are not compliant with SANS 1116-2 & 1116-4; not securely fitted; legibility / reflectivity affected / damaged/ tampered with; number not corresponding with licence disc; number plate obstructed; number plate has sharp edges, etc.
 - (e) Reject if windscreen(s) are chipped / cracked within driver's control zone vision; windscreen clouded / defective; not identifiable as safety glass. (SANS 1191)
 - (f) Reject if mirrors are chipped / cracked / discoloured within driver's vision; mounting brackets loose. (SANS 1436)
 - (g) Reject if any part of the passenger door mechanism is faulty and cannot close properly whilst the bus is in motion and constitute a danger to passengers.
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- (h) Chevrons must conform to SANS 1329 & Reflectors to SANS 1046; Chevrons, Reflectors & Contour Markings as prescribed in the NRTA & SANS 10047: Reject if the vehicle is not fitted with a "100" km per hour sticker on the rear of the vehicle.
 - (i) All glass must conform to NRTA Regulation 202; Such window/glass is permanently marked with the Trade Mark and clearly identifiable as safety glass(SANS 1192/1193); Reject if any window pane, or transparent partition is not in a sound, unbroken and clear condition (SANS 1472); Emergency Exits to have unimpeded openings of 800 mm x 400 mm or 700 mm x 500mm; At least one (1) Emergency Exit for every twelve (12) passengers; Emergency Exits to be clearly identified with 50mm Lettering facing inside & outside.
 - (j) Reject if head lights' beams (high and low beams) are not similar in intensity, does not work, lenses are missing / broken and or clouded/ discoloured and if any park light, stop light, tail light, number plate light or indicator / hazard light does not work, lenses are missing / broken or clouded / discoloured or if any stop light or indicator light, when in use is not visible from 30 meters in normal sunlight. (SANS 10047 read with SANS 1046)
 - (k) Reject if any equipment that was required for the vehicle when it was new has not been removed, or replaced with unsatisfactory equipment, or has been degraded.
 - (l) Reject if the wiper mechanism or the blade or the control is not sufficiently operational to ensure a clear view for the Driver. Wiper blades have cracks.
 - (m) Reject if it is not fitted with a destination indicator of any type; electronic type, manual roller type or board, however, if electronic/ roller type is used it must be in working order. The lettering height must be 150 mm and the destination must be clearly discernible at 150 meters (NRTA Reg. 264A)
 - (n) Reject if it is not fitted with handrails at the steps; if the step light(s) on the steps is not functioning and if the bonnet cover does not seal.
 - (o) Reject if the vehicle is not fitted with commercial rated tyres and of sizes 185R or 195R. Reject if tread depth is below 2 mm on any one tyre; if tyres are not correctly sized or correct carrying capacity; if any tyre is under inflated in excess of 10%. Reject if front tyres are not new.
 - (p) Reject if any wheel stud/nut or half-shaft bolt is loose or missing, wheel is bent or cracked or if any wheel rim does not comply with load tables - SANS 1550-3.
 - (q) Reject if any steering drop arm / tie rod end / drag link / linkages, play exceeds 1 mm. (Bushes, End's Side Play, Etc.); if there is any sign of welding; distortion; mechanism does not operate smoothly throughout the range, any fastener, retaining device or locking device is missing / loose or not correctly fitted or if proper movement is obstructed by another part of the vehicle.
 - (r) Reject if the information display /self-adhesive tamper proof label is
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not clearly imprinted with those items specified in Clause 5.2.4 of SANS 20047; reject if there is no Manufacturers Plate fitted with the prescribed data in Clause 5.2.4 of SANS 20047.

- (s) Reject if hydraulic pipes are chaffing, not correctly clamped or show signs of leaks
 - (t) Reject if steering stops are missing, not correctly fitted / adjusted or obstructed by another part.
 - (u) Reject if steering wheel play exceeds 45 degrees or the Manufacturer's recommendation or the wheel hub or any spoke is broken or damages or if there is relative movement between the shaft and steering wheel; the centre of the steering wheel exhibits excessive up and down movement in line with the column; a flexible coupling or universal joint is excessively worn or not secure; fasteners are missing or if modifications are not in line with manufacturers' specifications.
 - (v) Reject if the low air warning devices (audio and or light) are missing or do not function when air pressure is below 4.1 bar. [SANS 10047 - 5.31(c) read with NRTA Regulation 156 (2)]
 - (w) Reject if the fire extinguisher does not conform to NRTA Regulation 260 and emergency triangles do not conform to NRTA Regulation 214 (SANS 1329).
 - (x) Reject if driver's door lock does not work correctly from inside or outside or if hinges, catches or pillars of the door is not secure when closed.
 - (y) Reject if driver's seat is not adjustable, loose or badly worn to the degree that it may cause the driver to lose control.
 - (z) Reject if no partition is fitted behind the driver.
 - (aa) Reject if a control is functional incomplete / fractured / broken or obstructed / impeded in its travel or the steering wheel (with wheels in a straight position) obscures the speedometer or the low air-pressure warning device or both or if a control is so positioned that when operated it will impair proper control of the vehicle. Reject if any pedal does not have the manufacturer's anti-slip provision (which could include a grooved metal surface) or the pedal surfaces are smooth; if the speedometer or any other meter or gauge, switch or control is missing, loose or defective or if the gear lever / linkage/ boot is defective / loose / damaged.
 - (bb) Reject if the vehicle is not fitted with a tamper proof speed governor, with 100 km per hour set as the maximum.
 - (cc) Reject if the vehicle does not qualify as per the specifications of the Taxi Recapitalisation Program.
 - (dd) Reject if hand brake is not effective. SANS 1051-5
 - (ee) Reject if excessive oil / water is in the air system or air reservoir or with no provision for draining automatically or manually or if any reservoir is not secured. SANS 1051-3
 - (ff) Reject if not fitted with a *Type 2 Braking System*; if any brake pipes are excessively chafed, corroded, damaged, inadequately secured,
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- kinked, or so positioned as to be liable to be damaged.
- (gg) Reject: If with the foot brake being fully applied, whilst being held down, the air pressure gauges drops more than 10% in 3 minutes; or if any air leaks are audible; or if there are visible clogged air cleaners/valves. SANS 1051
 - (hh) Reject if any brake linings / pads on one or more wheels are worn below the low wear indicator or is contaminated with oil or unnecessary free play is present. SANS 1051
 - (ii) Reject if clearance between brake drum and lining exceeds 1 mm; or slack adjusters are not functioning or have parts missing; defective/missing brake booster's or brake boosters not as per manufacturer's specifications; reject if brake drums are cracked / fractured or excessively worn / oval. SANS 1051-6
 - (jj) Reject if the number of passengers displayed in the vehicle does not correspond with the Licence Disc & actual seats fitted (Reg. 245A) (Lettering size to be 75mm)
 - (kk) Reject if any electrical wiring are loose, damaged, not properly insulated, chafing and or hazardous. Reject if the Battery / battery carrier / fittings are not secure. (SANS 10047 - Clause 5.38)
 - (ll) Reject if the passenger seats & frames are loose, broken / torn and or danger to passengers. (SANS 10047 & SANS 1564 for anchorage) Gap between backrest and seat to be 200mm.
 - (mm) Reject if the seat frames are not fitted onto the vehicle as prescribed in SANS 10047.
 - (nn) Reject if the vehicle is not fitted with seatbelts for every seat on board the vehicle and or if seatbelts are frayed.
 - (oo) Reject if the twist locks, screws or fasteners are not in a good working order.
 - (pp) Reject if any seat facing or have its side towards an entrance and if a rail or partition is not provided between the seat and the entrance (or side of seat).
 - (qq) Reject if the vehicle is not weatherproof. (water, dust leaks, etc.)
 - (rr) Reject if any bumper, protective device, bonnet or similar fittings is not secure or has sharp edges. (SANS 10047)
 - (ss) Reject if the passenger steps support structure is cracked or damaged, if steps are badly rusted or if there are jagged edges which may cause injury. (SANS 10047 & 1563)
 - (tt) Reject if any spring has broken blades or sagging, broken centre bolts.
 - (uu) Reject if any "U" Bolts are loose, broken or missing. Spring Cradles are cracked or loose.
 - (vv) Reject if any shackle pin wear exceeds 5% of pin diameter. (Check shackle pin and shackle bearing wear)
 - (ww) Reject if any spring hanger / brackets are fractured or worn or any signs of welding, if fractured or wear exceeds 4mm and or signs of welding, if the "Fox Clamps" are missing or loose.
 - (xx) Reject if any shock absorber is missing / broken / leaking oil (air) or
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- loose and or mountings worn / loose / missing.
- (yy) Reject if a stabilizer bar or arm or an anti-roll bar is missing, bent, welded, stabilizer bushes are worn, stabilizer mountings are in poor condition, signs of damage.
 - (zz) Reject if any excessive cracks, deformation or corrosion of any Chassis / Cross Member occur; repairs will only be accepted, if in compliance of the Manufacturer's Specifications. (SANS 1563)
 - (aaa) Reject if axle is cracked, welded or king pin wear exceeds 6 mm measured at the outer diameter of the wheel, or if wheel bearing play exceeds 0.25 mm. Reject if Hub Seals and or "O" rings are leaking oil.
 - (bbb) Reject if there is any evidence of excessive oil spray or any (engine, gearbox, steering box, rear axle, etc.) excessive oil, fuel or water leaks to the extent that it visibly drips during inspection; reject if the fuel tank is not secure or any part of it has been repaired in an unsatisfactory manner which could cause it to leak; the filler cap is missing or defective causing fuel spillage or leaks. Pipes are damaged, chafed or not secure.
 - (ccc) Reject if any Engine and or Gearbox Mounting is missing, loose, broken or has deteriorated to the extent that the effectiveness is impaired. (SANS 1563)
 - (ddd) Reject if flange bolts loose / broken; worn centre bearing / housing; damaged flexible mounting of bearing housing; worn spline joint; worn universal joints; there is a damaged or bent shaft; there is excessive vibration or abnormal noise; the clutch slips or gives excessive shudder; defective gear selection.
 - (eee) Reject if the exhaust system is not secured, the system is within 25 mm of any hydraulic brake system pipe, noise limits are exceeded, emits excessive smoke.
 - (fff) Reject if the engine misfire, lacks power to the extent that it would hinder traffic and / or if engine failure appears imminent. (i.e. engine knock, etc.)
9. The weekly technical bus inspections will also entail an inspection of the Operator's maintenance records and procedures and its vehicle pass rate for RWCs.
10. Other duties to be performed by the SMF's staff include the following:
- (a) random inspections of passenger travel passes or tickets, on or off the vehicles;
 - (b) weekly inspection of infrastructure at termini;
 - (c) monitoring of the operational records of the Operator in respect of this contract;
 - (d) monitoring of EFVE fitting and maintenance; and
 - (e) dealing with complaints (complaints will be passed up the chain of
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management as necessary).

11. The Representative must submit monthly monitoring reports to the CA detailing the results of the tasks carried out in terms of Items 6 to 9 of this Schedule. In addition, the report must at least also contain the information set out below, and the Operator must give its full co-operation to ensure that the Representative/SMF is in a position to do so:

(i) Operational Statistics

- (d) Timetabled trips;
- (b) Timetabled trips not operated;
- (c) Timetabled trips departing early at any time point;
- (d) Timetabled trips arriving more than five minutes late at any time point;
- (e) Vehicle failures and reasons;
- (f) Timetabled trips delayed or missed due to vehicle failure;
- (g) The average number of vehicles available for service during the peak period (morning or evening, whichever has the greater vehicle requirement), expressed as a percentage of the total number of vehicles operated by the Operator;
- (h) Number of buses operated during the busiest peak period of the day, expressed as a percentage of the number of vehicles available for use;
- (i) Subsidy per kilometre operated;
- (j) Subsidy per passenger;
- (k) Subsidy per vehicle category;
- (l) Number of vehicles subsidised per category;
- (m) Number of scheduled trips per vehicle category;
- (n) Number of trips operated per vehicle category;
- (o) Total number of penalties incurred;
- (p) Monetary value of penalties (including escalation);
- (q) Passengers per kilometre operated;
- (r) Passengers per trip operated;
- (s) Employees per vehicle;
- (t) Scheduled kilometres;
- (u) Revenue kilometres operated per vehicle category;
- (v) Estimates of fare evasion and fraud levels,

and any reasons for changes to the above.

(ii) Performance values in terms of KPI benchmarks

The report is to include the results of the monthly performance evaluation conducted in terms of clause 36 of the contract and the KPI benchmark and score values detailed in Schedule 9. A scorecard will be completed and submitted for that purpose. Action to be taken by the Operator in the

event of poor performance must also be reported on

(iii) *Other Information*

- (a) Details of temporary minor timetable variations;
- (b) The results of service capacity assessments conducted during the month;
- (c) The number of tickets checked;
- (d) The results of all ticket inspections conducted during the month;
- (e) The activities undertaken by the Operator to resolve customer complaints;
- (f) Accidents where passengers have been killed or injured (apart from the requirements of the law to report these immediately;
- (g) Complaints and commendations;
- (h) Claims for compensation received by the Operator for injuries or death sustained by passengers or other persons (excluding Operator's employees) arising from the Operator's activities;
- (i) Electronic Ticketing System faults experienced and that require rectification by the Operator;
- (j) A summary of customer and quality assurance initiatives which will detail the customer and quality assurance initiatives that have been implemented by the Operator; and
- (k) Any other information that the CA or Operator deems relevant.

SCHEDULE 6: PENALTIES

1. General

- 1.1 Penalties shall be imposed against the Operator for each offence in accordance with this Schedule and the CA must advise the Operator on a weekly basis of penalties so imposed. Where penalties, excluding amounts withheld in terms of Items 7.1, 7.2, 12.2, 13, 16.1 or 17.1, amount to more than 10 percent per month of the total amount payable in respect of the monthly payment certificates for any three consecutive months or for any five months during the contract period, the CA may terminate the contract in terms of clause 46.2.
 - 1.2 The Operator must report all trips not operated, late and early trips, revenue kilometres operated and any other information which is relevant to the calculation of monthly claims. Where the Representative discovers that the
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Operator has failed to report trips not operated, operated late, operated early or provided other misleading information regarding the operation of the services, penalties for those offences will be increased by 10 percent and the CA will consider laying fraud charges against the Operator.

- 1.3 All penalties payable in terms of this Schedule quoted in fixed rand values shall be escalated annually, starting from the anniversary of the commencement date, by increasing them in terms of the average increase in the Consumer Price Index (CPI) for the previous five months.
- 1.4 Where any payment to the operator is withheld in terms of this Schedule, no escalation or interest will be payable to the Operator on the monies withheld and such monies will only be paid to the Operator after full compliance, unless specifically stated otherwise.
- 1.5 The Operator will not be penalized for trips departing late where the driver was waiting for passengers transferring from another vehicle in any public transport mode in terms of arrangements forming part of an integrated public transport network or integrated transport plan.

2. Failing to provide scheduled trips

- 2.1 Where a trip has not been provided on a Tuesday, Wednesday, Thursday, Saturday or Sunday which is not a public holiday, a penalty of R2 000,00 per trip not provided will be imposed, and the variable contract rate will not be paid.
- 2.2 Where a trip is not operated on a day directly before or after a weekend (i.e. a Friday or Monday) or long weekend a penalty of R10 000,00 will apply, and the variable contract rate will not be paid.
- 2.3 The onus will be on the Operator to prove that the trips have been operated, failing which the variable contract rate will not be paid and the trip will be deemed as not operated and the operator will be penalized.
- 2.4 Despite the above, no penalty will be imposed where trips are cancelled for reasons specified in clause 15 of the contract.

3. Providing trips that depart late or early

- 3.1 Subject to clause 15 of the contract, in the case of a trip that—
 - (a) departs between six and 15 minutes late from the departure, transfer or monitoring point, a penalty of R300,00 will be imposed;
 - (b) departs more than 15 minutes late from such point, a penalty of R500,00 will be imposed;
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- (c) departs more than 30 minutes late from such point, the trip will be deemed not to have been operated and no revenue kilometres will be paid, but the R2 000,00 and R10 000 penalties in terms of items 2.1 and 2.2 will not be applied;
 - (d) departs early, a penalty of R500,00 will be imposed.
- 3.2 Where a trip departs late from an intermodal transfer point due to the late arrival by the public transport vehicle or train preceding the Operator's vehicle in the chain of a connecting service, and this is certified by the Representative, the Operator will not be penalised.

4. Vehicle breakdowns

- 4.1 The Operator must provide a replacement vehicle for breakdowns as follows:
 - (a) At the starting point of a route or within an eight kilometre radius of those points, within 30 minutes; and
 - (b) At other points, within 45 minutes;

provided that no breakdowns will be accepted as such inside depots.

- 4.2 Where a replacement vehicle is so provided, no penalty will be imposed and the variable contract rate will be paid.
- 4.3 If a replacement vehicle is provided, but not within the stated time, a penalty of R500,00 will be imposed for each trip not operated. If no replacement vehicle is provided, penalties will be imposed for a trip not provided. In all cases, however, where there are more than two percent vehicle breakdowns per month, a penalty of R5 000,00 per breakdown over 2% will be imposed. This percentage will be based on the average number of trips per month totalled over the month in question.

5. Failing to display correct destination and/or duty boards or to display any destination or duty boards

- 5.1 Where destination or duty boards have not been installed or are incorrectly displayed a penalty of R400,00 per infringement will be imposed.
 - 5.2 Where the Operator changes duty numbers in contravention of clause 14 of the contract, a penalty of R1 000,00 per incident will be imposed.
 - 5.3 The Operator must report within 24 hours the fact that any vehicle has provided services with a different duty number than that reflected in the time table. In case of default of so reporting a fine of R1 000,00 per infringement will be imposed. The onus will be on the Operator to prove that the trips
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have been operated, failing which the variable contract rate will not be paid and the trip will be deemed as not operated and the Operator will be penalised accordingly.

6. Providing trips with vehicles not approved or in an unsatisfactory condition

- 6.1 Vehicles must be roadworthy and comply at all times with the National Road Traffic Act and other relevant legislation. Where a vehicle fails to comply with any legal requirement, it must be withdrawn from service immediately until the defect is rectified, and penalties will be imposed for failing to operate unless a spare vehicle is provided that complies with all legal requirements and that complies with the specifications detailed in Schedules 2 and 3.

Any contract trips operated by a vehicle which is–

- (a) not on the approved contract fleet list whether contract compliant or not; or
- (b) is not contract compliant; or
- (c) is without a valid licence or roadworthy certificate; or
- (d) has been deemed to be unsafe for use,

will be deemed as not having operated the trips in question. No revenue kilometres will be paid and penalties in terms of item 7.1 will be imposed.

- 6.2 Where vehicles leave a depot, transfer point, terminus or starting point in an unsatisfactory condition the following penalties will apply:
- (a) dirty on the outside or inside or with wet seats, a penalty of R1 000, 00 per vehicle will be imposed, but this will not apply to vehicles leaving overnight parking areas in rural areas;
 - (b) not in a good state of repair or with a leaking roof, one or more broken or missing windows or in an unhygienic condition, a penalty of R1 000, 00 per vehicle will be imposed;
 - (c) with missing or broken seats, a penalty of R1 000, 00 will be imposed;
 - (d) with broken, missing or open doors, or doors that cannot be closed properly, a penalty of R1 000, 00 per vehicle will be imposed.
 - (e) operating without its head and/or tail lights on, a penalty of R100, 00 per trip will be applied.
- 6.3 If a penalty is imposed in respect of a particular vehicle under item 6.2(a) to (d) more than three times in any 14 day period, the Operator must withdraw that vehicle and replace it until it has been repaired so as to comply with the specifications.
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6.4 The standards that will be applied in respect of this item are as follows:

(a) “Dirty”

Dirty Inside:

A vehicle of which the seats have not been cleaned and the floor has not been swept and washed since the last trip operated the previous day. This will not apply to vehicles leaving overnight parking areas that are not depots.

Dirty Outside:

A vehicle which is full of dust or mud and had not been washed since the last trip operated the previous day. This will not apply to vehicles leaving overnight parking areas that are not depots.

(b) “not in a good state of repair”

Includes anything that can cause injury to a passenger or the public e.g. loose strips on the floor, loose inspection covers, loose engine covers, broken steps, loose and dangerous luggage racks etc.

Also applicable where the body exterior needs attention e.g. accident damage that has not been repaired, body panels that have not been repainted, lights that are not working etc.

(c) “leaking roof”

A roof that leaks water or through which dust enters the vehicle.

(d) “broken windows”

Windows that are cracked within the vision of the driver and windows that are so badly cracked that it could cause injury to a person. Also includes windows which are badly installed or of which the window rubbers have deteriorated to such an extent that they leak water or allow dust to enter the vehicle.

(e) “unhygienic condition”

A vehicle that is so dirty from old accumulated dirt against the panels, floor and roof that it constitutes an unhygienic condition. Also includes a situation where cockroaches and/or other insects such as lice are found.

(f) “missing seat”

A seat or row of seats that has been removed from the vehicle.

(g) "broken seat"

A seat of which the seat clips have broken resulting in it being loose from the floor or seat frame.

(h) "wet seat"

A seat that has been washed but not dried or a seat that is wet due to water leaks from the roof or windows.

(i) "broken door"

A door that is hanging loose from the door hinges or of which the door clip/handle is not working.

(j) "missing door"

A vehicle without a passenger or driver door.

7. Failing to provide the right type, quality and age of vehicles

- 7.1 Where the Operator fails to provide all of the vehicles of the right type, quality and specification as specified in Schedules 2 and 3 after the commencement date it shall be penalized in the amount of R5 000,00 per unapproved bus per day, plus five percent of the total amount payable in respect of the relevant month's payment certificate, with a minimum of R25 000,00, will be withheld on a *pro rata* basis, for example if one of 200 buses is not according to specifications, 1/200 of five percent will be withheld. However, no penalty will be imposed if the Operator provides vehicles similar to those specified in Form 4 of Schedule 1 (can be different manufacturer but must be same seat capacity and same engine capacity and quality), which in the opinion of the Representative are suitable.
- 7.2 Item 7.1 will also apply where the operator fails to provide the accessible vehicles or to adapt its vehicles to comply with the accessible vehicle requirements as required by clause 20 of the contract and as specified in Schedule 3 and by the date specified in that clause.
- 7.3 If the Operator does not comply with the specifications for rebuilt and rehabilitated buses in Schedule 2 within three months from the date that the monies were first withheld, it will forfeit such monies.

8. Deviating from routes

Where there is a deviation from a route the variable kilometre rate will not be paid.

9. Failing to pick up or set down passengers at authorised stops

Where passengers were not picked up or set down at an authorised stop, a penalty of R1 000, 00 per incident will be imposed, except—

- (a) where the lawful capacity of the vehicle would have been exceeded; or
- (b) a passenger has refused to pay the fare; or
- (c) on grounds of violent, abusive or otherwise offensive conduct on the part of a passenger.

10. Failing to provide information or provision of misleading information

10.1 Any of the following conduct by the Operator amounts to the provision of misleading information and may be subject to the penalty provided in Item 10.2:

- (a) Deliberately recording or including (or deliberately failing to record or include) any matter in the operator's records, reports or financial statements which renders those documents untrue or misleading;
- (b) Failing to provide a financial report or an operational report or failing to provide a statement of financial position by the time specified in this Contract;
- (c) Failing to provide information as contemplated in clause 6 of the contract; and
- (d) Failing to co-operate and provide information as contemplated in clause 8.6 of the contract.

10.2 If, in the opinion of the CA the Operator has provided such or any other misleading information as contemplated in item 10.1, the CA may request that the necessary corrective action be taken. If the Operator fails to do so within seven days or as requested by the CA to the satisfaction of the CA, three percent of the gross certificate value payable to the Operator (i.e. after escalation) of the month in which the corrective action was requested, will be forfeited.

10.3 The Operator must supply the CA with any additional information applicable to the operations or where the Operator is so requested by the CA in terms of this contract. If the Operator fails to do so within seven days or as requested by the CA, three percent of the gross certificate value payable to the Operator (i.e. after escalation) of the month in which the information was requested will be forfeited.

11. Failure to provide patronage information

This is not applicable as the information will reside with the Contracting Authority's system

12. Failing to install or to have operational EFVE

The Contracting Authority will be providing the EFVE / Fare Collection System (refer to clause 33 of the Government Gazette No: 36524)

13. Failing to implement the B-BBEE Codes of Good Practice

If the Operator fails to comply with the targets and milestones of the B-BBEE Codes of Good Practice at any time during the contract period three percent of the gross certificate value payable to the Operator, i.e. before escalation, will be withheld from each month's payment certificate. No interest will be payable on monies so withheld and the monies will only be paid to the operator in the first payment certificate issued after compliance has been proved to the satisfaction of the CA. Where monies are so withheld for three months they will be forfeited.

14. Use of unauthorised sub-contractor

Where the Operator uses a sub-contractor without the approval of the CA in contravention of clause 18 of the contract, a penalty of five percent of the amount payable in terms of the payment certificate for the month in question will be forfeited for each month in which such contravention has taken place.

15. Failing to obtain approval for a change in ownership control

Where the Operator fails to obtain approval from the CA for a change in ownership control as required by clause 4.2 and 4.3 of the contract, a penalty of R10 000,00 will be imposed, if the CA decides not to terminate the contract.

16. Failure to submit a Customer Complaints Policy, keep a Passenger Complaints Register or to respond to complaints

- 16.1 Where the Operator fails to submit a Customer Complaints Policy to the CA in contravention of clause 22.4 of the contract, a penalty of two percent per month of the amount payable in respect of that month's payment certificate will be imposed until it is submitted to the satisfaction of the CA.
 - 16.2 Where the Operator fails to keep a Passenger Complaints Register as required by clause 22.5 of the contract, a penalty of R5 000, 00 per month will be imposed until the Register is kept to the satisfaction of the CA.
 - 16.3 Where the Operator fails to respond to a complaint from a passenger as required by clause 22.4 of the contract or has not addressed complaints by the public to the satisfaction of the CA or Representative a penalty of R2 000, 00 per incident will be imposed.
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17. Failing to submit fare evasion procedures or to check tickets

- 17.1 Where the Operator fails to submit a fare evasion plan to the CA in contravention of clause 31.4 of the contract, a penalty of two percent per month of the amount payable in respect of that month's payment certificate will be imposed until they are submitted to the satisfaction of the CA.
- 17.2 Where on inspection it appears that any of the Operator's drivers has failed to check a passenger's ticket or failed to check that the ticket was properly validated or that the ticket has not been defaced, a penalty of R250 per incident will be imposed.

SCHEDULE 7: SPECIFICATIONS: ROUTES, DISTANCES, SERVICES, FARES, TIME TABLES, STOPS AND ADDITIONAL RELATED INFORMATION

7.1 SPECIFICATION OF THE CONTRACT

7.1.1 Public Permits

The operator of the Rea Vaya BRT service will make sure that it holds for the routes to be operated in terms of this contract and will undertake to relinquish these permits at the end of the contract should tenders be called for the services operated in terms of the this contract and should the operator not be the successful tenderer

• SERVICES TO BE OPERATED

○ Routes and distance

The Rea Vaya services comprises of Trunk (T), Feeder (F) and Complimentary (C) routes operated to transport passengers from the Soweto to Ellispark via Johannesburg CBD and back from 05:00 in the morning, and the last bus leaving Johannesburg CBD is at 22:00 in the evening. Below are routes (inclusive of kilometre distances) operated for Rea Vaya Phase 1A:

T1 - TRUNK (THOKOZA TO ELLIS PARK) -25.8km's

Starting Point : Thokoza Park BRT Station (Chris Hani Road CNR Ntuli street), proceed eastwards on Chris Hani road, L - KlipspruitValley road, R - Pela street, L- Mooki street, R- Soweto Highway..... Pat Mbhatha busway, R - Mirriam Makeba, R - Albertina Sisulu, L- Troye street.....Twist street, R - Smit.....Saratoga street.....Charlton Terrace road.....Bertrams , Ellis Park East Rea Vaya - **Destination**

C1 - COMPLIMENTARY (DOBSONVILLE TO ELLIS PARK) – 24.5 km's

Starting Point: InDingilizeni (Mashinini and Cele street), proceed eastwards on Mashinini..... Vincent road, R - Forbes road, L - Sanders road, R - Hackord Circle, R - Marsh street, L - Kenang..Hlongwane street, R - Oliver street, L - Mophiring street, R - Ngidi street, L - Armitage road, Martha Louw street, L - Mooki street, R- Soweto Highway..... Pat Mbhatha busway, R - Mirriam Makeba, R - Albertina Sisulu, L- Bertrams road, L - Voorhout CNR Princess - **Destination**

C2 - COMPLIMENTARY (DONSONVILLE TO UJ SOWETO CAMPUS) – 11.4 km's

Starting Point: InDingilizeni (Mashinini and Cele street), L-Cele street... L- Vuzane Street... , L - Elias Motsoaledi, R - Koma road, L - Chris Hani road - R - UJ Soweto Campus - **Destination**

C3 (1)- COMPLIMENTARY (CHANCELLOR HOUSE EAST TO CHANCELLOR HOUSE WEST) – 3.1 km's

Starting: Chancellor House East BRT Station (Albertina Sisulu CNR Kort street), proceed eastwards on Albertina Sisulu, L - Rissik street, L - De Korte street, R - Jorrisen road, L - Loveday, R - Hoofd, R- Joubert Ext, L - Kotze, R - Eidth Carvel, L - Smit, L- Wolmarans, R - Twist, L - Develliers, R - Claim street..... Mooi street, R - Commisioner street CNR Kort Chancellor House West BRT Station - **Destination**

C3 (2)- COMPLIMENTARY (LIBRARY GARDENS EAST TO CHANCELLOR HOUSE WEST) – 3.1 km's

Starting point; Library Gardens East BRT Station (Rissik CNR Alberina Sisulu), proceed eastwards on Albertina Sisulu, L - Troye... Twist, L - Wolmarans, R - Edith Carvel, L - Kotze street, L - Joubert street Ext, R - De Korte street, R - Jorrisen street, R - Harrison street... L-Smith Street... R- Rissik Street ..R- Plain Street... L- Harisson Street... R - Commisioner street, R - Commisioner street CNR Kort Chancellor House West BRT Station - **Destination**

F1 - FEEDER (NALEDI TO THOKOZA PARK) – 7.3 km's

Starting point: Kgarebe CNR Ntshwe, proceed nothwards on Kgarabe street, L - Lekgwale road, R- Koma road, L - Masiyane street, R - Vundla, R- Mokoena street, L - Koma road, L - Chrsi Hani road, Chris Hani Road CNR Ntuli street - **Destination**

F2 - FEEDER (PROTEA GLEN TO THOKOZA PARK BRT STATION) – 10.7 km's

Starting Point: WildChestnut CNR Protea BLVD, proceed eastwards on WildChestnut street, L - Mdhlalose street, R - Ndaba street, L - Manotshe street, R - Mabalani street, L - Chris Hani road - Chris Hani Road CNR Ntuli street: **Destination**

F3 - FEEDER (JABAVU TO LAKE VIEW BRT STATION) – 2.6 km's

Starting point: CNR Mlangeni & Mphuthi, proceed southwards on Mlangeni street.....Mvundla street, L - Mkhize street, R - Elias Motsoaledi, Chris Hani & Elias Motsoaledi - **Destination**

F4 - FEEDER (BOOMTOWN BRT STATION TO MOFOLO) – 4.1 km's

Starting Point: Mahalefel CNR Matshaba drive, proceed eastwards on Mahalefele; R- Mampuru street, L - Vilakazi street, R - Khumalo street.....Pela street, L - Mooki street, Pela CNR Mooki - **Destination**

F5 - FEEDER (LAKEVIEW BRT STATION TO ELDORADO PARK) – 5.1 km's

Starting Point - Chris Hani CNR Elias Motsoaledi, proceed eastwards on Chris Hani, R - Klipspruit Valley, L - Union road, R - Boundary road.....East road, L - Turf road, Turf CNR Concorde road - **Destination**

DISTANCES (One Directional)

Route	KM Length
F1	7.3
F2	10.7
F3	2.6
F4	4.1
F5	5.1
C1	24.5
C2	11.4
C3	3.1
T1	25.8
TOTAL	94.6

NB: These routes and distances may be changed based on operational requirement and demand levels. The City of Johannesburg, the Contracting Authority will negotiate this with the operator and an agreed feed per kilometre will be paid for additional kilometres operated.

SERVICE

Trunk line, Complimentary and Feeder service

- **TERRAIN AND OPERATING ENVIRONMENT**

The City of Johannesburg Transport Department, the Contracting Authority has road infrastructure reserved for day to day operations of Rea Vaya bus services. The road infrastructures features but bus median lane, bus priority traffic signals etc.

- **COMPETITIVE PUBLIC TRANSPORT**

The competitive public transport in and around the area of Rea Vaya BRT operations includes, Train, and other bus services.

- **BUS SCHEDULE (TIMETABLES) – REFER TO ATTACHED ANNEXURES**

For the purpose of this contract, the time tables operated by the operator will be as per the approval of the City of Johannesburg Transport Department, the service Contracting Authority.

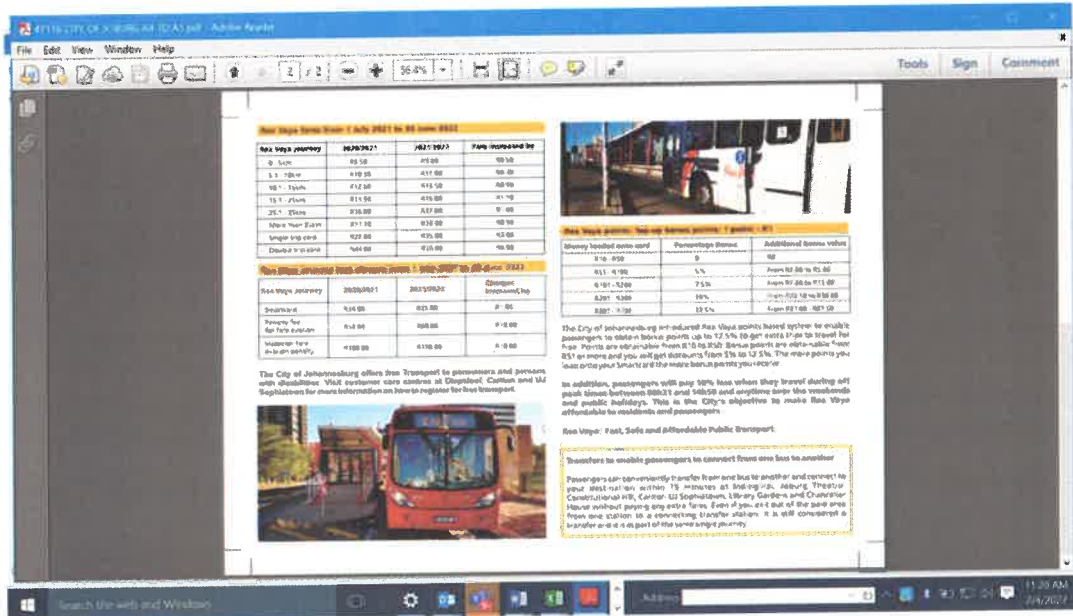
- **PRIVATE HIRE AND CONTRACTS**

Private hire of any kind is NOT applicable for this contract. The operator is expected to explicitly operate routes and distances approved by the City of Johannesburg, the Contracting Authority

- **BUS TERMINAL (STOPS / STATIONS) AND DEPOT - REFER TO ATTACHED ANNEXRUE A FOR DETAILED SERVICE STOPS, TERMINAL, STATIONS**

The City of Johannesburg Transport Department, referred to as the Contracting Authority has existing stops, bus stations, terminal and a bus depots in existence. These facilities are strictly for the use of the operator taking up Rea Vaya BRT service contract. The Dobsonville bus depot is to be used for overnight bus parking. There will shared bus layover (with other Rea Vaya BRT Operators) DURING THE DAY ONLY and in order to reduce dead milage. Below is a list of physical Rea Vaya stations and bus stops in existence:

REA VAYA FARES



REA VAYA TIME TABLES

REFER TO ANNEXURE "A"

REA VAYA PHASE 1A STOPS (STATIONS AND BUS STOPS)

STATIONS STOPS

STATIONS NAME	PHYSICAL ADDRESS
Thokoza Park Station	Chris Hani & Ntuli St.
Lake View Station	Chris Hani & Roodepoort Rd.
Klipspruit Valley Station	Klipspruit Valley Rd & Chris Hani
Boomtown Station	Mooki & Sofasonke St.
Orlando Police Station	Mooki between Mashupa & Rathebe Str
Orlando Stadium Station	Mooki between Martha Louw & Mofokeng St
Westgate Station	Pat Mbatha & Anderson St
Mavumbi Station	Pat Mbatha between Mentz & Fraser St

Basothong Station	Booyens Reserve at Pedestrian Over Bridge
Diepkloof Station	Soweto Hwy & Immink Rd
Ghost Town	Diepkloof Overbridge & Soweto Hwy
Soccer City Station	On Soweto H way @ Soccer City Stadium (Subway) Station
Nasrec Station	Nasrec (Transportation hub North side) Station
Nasrec Station	Nasrec (Transportation hub Southside) Station
Noordgesig	Soweto Hwy & Hermanus Street
Chancellor House Station Eastbound	Market & Ntemi Piliso
Chancellor House Station Westbound	Commissioner & Ntemi Piliso
Library Gardens Station Eastbound	Market & Rissik St
Library Gardens Station Westbound	Commissioner & Rissik St
Carlton Station Eastbound	Market & Troye St
Carlton Station Westbound	Commissioner & Troye St
Fashion Square Station Northbound	Troye & Pritchard St
Fashion Square Station Southbound	Mooi & Pritchard St
Johannesburg Art Gallery Station	Edith Cavell & Noord St
Hillbrow Bath House Station	Edith Cavell & Kotze St
Old Synagogue Station Eastbound	Smit & Claim St
Old Synagogue Station Westbound	Wolmarans & Claim St
Doornfontein Campus Station	Saratoga Ave between Sherwell St & Joe Slovo Dr
Ellis Park North Station	Charlton Terrace & Van Beek St
Ellis Park East Station	Bertrams Rd & Thames Rd

BUS STOPS (FEEDER AND COMPLIMENTARY)

ROUTE	ORIGIN NAME
C1	Mashinini & Cele Mashinini & Caluza Vincent & Shinkhova Vinc Shink Forbes Forbes & Isigwe Sanders&Modjadji Heckroodt & Odendaal Mophiring&Oliver Albertina Sisulu & End Albertina Sisulu & Nugget Bezuidenhout&Gous Marsh & Msimanga Armitage&Klipvalley Jeppe police station Bezuidenthout&Dawe Bertrams&Voorhout Voorhout&Princess Commissioner&End ikupoleni marsh¥de hlongoane&henesey mophring&nkwanca hlongoane&undertaker Hlongoane&boikhutso Mophiring&undertaker bezuidenhout&bertrams
C2	Koma&Molele elias motsoaledi&Ikwezi Matlala&Elias Motsoaledi Elias Motsoaledi&Shomayeli Elias Motsoaledi&Koma Koma&Masingafi Koma&Rasimela Koma&Bendile Koma&Fihlia Koma&Bolani Koma&Legwale Koma&ngwenya

	Koma&Masiane
	Koma&kgama
	Koma&Mandlempisi
	Koma&Gumede
	Koma&Nxele
	Koma&Makhalima
	ChrissHani&koma
	Chris Hani & Klipspruitvalley
	Chris Hani&Klipspruitvalley
	ChrisHani&Maponya Mall
	ChrisHani&Grace bible church
	ChrisHani&Mokoena
	Koma&Dube
	Koma&Umngeni
	Koma&Ruta
	Koma and Jabulana Flats
C3	Koma&Philane
	De korte&De beer
	De korte&Henri
	Con-Hill
	Kotze
	Hillbrow bath house
	De-Korte & Bertha
	De-Korte & Station
	Orion
	Harrison station
	Jorrisen & Bertha
	Dekorte & Biccard
	Dekorte &boulevard
	Jorissen & station
F1	Vundla&makapane
	Mokoena&vundla
	Legwale&kgarebe
	Ntshwe&Kgarebe
	Ntshwe&Leeba
	Legwale&Bona
	Legwale&tsuenyane
	Legwale&Matlomo
	Legwale&Masilwane
	Legwale&Modiwa
	Masiane&Molele
	Legwale and phuti
F2	Wildchestnut&library hall
	Wildchestnut&near Mdlalose

Wildchestnut & Tshipu
 Tshipu and Church
 Boulevard & Faranani School
 Wildchesnut&Proteaboulevard
 Protea Glen Shell Garage
 Wildchesnut&post office
 Wildchesnut&Adcock
 Wildchesnut&Sagewood
 Mdlalose&Wildchesnut
 Mdlalose&church
 Ndaba&protea court
 Ndaba&mdlalose pp
 Ndaba&altmont tech high
 Chriss Hani& Tshiyhani
 Chris Hani&Mhlaba
 Chris Hani&kalinde
 Chris Hani&Sikhomo
 ChrisHani&komati
F3 chriss hani&kanya
 Chris hani&mkombi
 Chris hani&sibasa
 Ndaba&Mageza
 Ndaba&ChrisHani
 ChrisHani&Mabalane
 Mlangeni&Ntombela
F4 Mlangeni&Nkopo
 Mkize&Radebe
 Mkhize&Vilakazi
 Mlangeni&tsabane
 Mlangeni & Cruze
 Mlangeni&phera
 Vilakazi&Moema
 tsubaki&bushingi
 Mahalefele&Chalker
 Vilakazi&Ngakane
 Vilakazi&bushingi
F5 machaba&zulu
 Zulu&Msimanga
 Mahalefela&Salmon
 Mahalefele&Mnube
 Machaba&mokhomo
 mahalefele&vilakazi
 Main & Concord
 Turf & Cuming

Boundry & Michigan
Mabalane & umhlali
Pick n pay
Mabalane & Umkhomazi
Phumuzile primary school
Chiawelo flats
Chris hani&dinizulu

○ **COST SAVING AND SUBCONTRACTING**

Subcontracting of any kind in delivering the BRT service is NOT applicable for the purpose of executing this contract

3.8 Kilometre Table. Below are estimated numbers of kilometre to be operated annually by the operator. These are shared between the two (02) bus types, i.e. Rigid Standard bus and Articulated Train bus

Month :	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov
Year:	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023
Totals	508 901,92	563 427,12	545 252,06	563 427,12	545 252,06	563 427,12	563 427	545 252	563 427	545 252
Art	163 006,03	180 470,96	174 649,32	180 470,96	174 649,32	180 470,96	180 470,96	174 649,32	180 470,96	174 649,32
Rigid	345 895,89	382 956,16	370 602,74	382 956,16	370 602,74	382 956,16	382 956	370 603	382 956	370 602,74
Days:	28	31	30	31	30	31	31	30	31	30

	18 175,07	18 175,07	18 175,07	18 175,07	18 175,07	18 175,07	18 175,07	18 175,07	18 175,07	18 175,07	18 175,07
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2. Services

2.1 Trunk Line Services

The trunk services will operate 18,0 metre minimum length articulated buses on an exclusive bus lane separated from the mixed traffic lane(s). The buses will have 3 large passenger doors on the right hand side of the bus to interface with the station platform aligning with the station doors and platform height. As all ticketing will be carried out 'pre-boarding' at station platforms, the bus dwell time will be very short, requiring wide doors for easy access. The maximum operating speeds of the bus in the bus lane is 65 km/h with an expected average speed of 25 km/h (minimum). The stations are positioned approximately 500 to 700 metres apart. Some stations along the arterial routes will have passing lanes for express services to by-pass the station. This is also applicable to the inner City. The buses will be pre-scheduled for service with the Control Centre monitoring on-time performance using automatic vehicle location equipment and communications with bus drivers.

2.2 Complementary / Feeder Services

The complementary services will operate mostly in mixed traffic but in certain instances, they will also join the BRT bus lanes for passengers to alight directly to the station platform. The buses will be 13, 20 metres maximum with two standard left hand passenger doors and two door openings on the right hand side of the bus aligned with the station doors and level to the platform height. These complementary buses can also operate as trunk route buses to provide continuation of services in the peak hour or serve with greater efficiency during the off-peak. The complementary buses will be fitted with on-board access control turnstiles and smartcard validation equipment for kerb-side, left hand side boarding, at the left front door. The left-hand side rear door will only be utilized for wheel-chair entry and exit and for emergency exit.

3. Other compliances

○ 3.1 ITS Compliance

Both the bus types are required to meet the integration requirements of the ITS system in terms of the on-bus electrical and communications architecture commonly used for BRT systems. The ITS equipment will be supplied by the same supplier as for Phase 1A requirements and the wiring must be accommodated in the body electrical harness and fitted by the body builder.

The supplier of this ITS equipment shall supply full specifications of the installation requirements to the body builder in time for the installation. Should the buses be manufactured locally, all ITS equipment must be installed and tested prior to final delivery of the buses to the operator.

○ 3.2 Access for Special Needs Passengers

All buses should cater for wheelchair access by way of the level boarding station platform, but the complementary buses that also operate outside of the trunk system, are required to be wheelchair accessible from the left kerb-side. Both bus types must provide for design features that will accommodate two wheel chairs per articulated bus and one wheelchair per complementary bus.

Bus manufacturers are requested to outline a methodology and design for fitting wheelchair lifts to complementary buses at the rear kerb-side to load wheelchairs from the kerb-side or roadside.

Bus manufacturers should also outline the design and operation of the required sliding bridge devices that will be fitted to facilitate boarding and disembarkation to and from buses at stations.

Compliance with current universal access trends, practices, legislation, and City and NDOT requirements remains a key requirement for bus design. The following further general rules in this regard should be followed when designing the bus body:

- Floors should be level for the entire area of the inside of the bus. Should a slope between the floor height and the door sill be unavoidable such a slope should be minimal and should allow a wheelchair having to cross at a 90° angle where the slope meets the main floor area.
 - Seats should be mounted at floor level and should not be raised
 - Wheelchair spaces should be placed opposite the entry doors – two for articulated and one for complementary buses
 - Wheelchair bays should have 3 flip-down seats fitted to the outer bulkhead for each bay. Wheelchairs should be able to dock in both directions to allow a passenger to choose to face forward or backward
 - Priority seats should be demarcated in a contrasting colour, including frame to facilitate recognition by passengers with visual impairments
 - Seats, especially priority seats, could face the next rows of seats to facilitate easier access and legroom. These seats should be provided as close to the front as possible as well as at rear entrances next to wheelchair bays to
-
-

minimise standing time for special needs passengers when the bus is in motion

- Trip hazards must be avoided in access door entrances
- Handrails should be provided at all steps and possible dangerous areas and Grab rails are to be provided on backs of all seats to facilitate getting up from a seat
- Stanchions are to be provided at priority seats for safety and should be fitted with buzzers to alert a driver if a passenger wishes to get off at the next stop. Buzzers should be provided within easy reach in wheelchair bays and at priority seats.
- Buzzers should be embossed, provide effective visual clarity and light up when pressed.
- Gap-bridging slider bridges to be provided to be deployed when a bus docks at a station
- Visual clarity should be maintained throughout the vehicle and safety features should be highlighted by colour and signage that complies with SABS standards.
- A lift to assist most people in wheelchairs to board and disembark at kerbside stops should be fitted to all complementary buses. Suppliers should make proposals regarding effective and easy-to-use systems
- Audio and visual displays and SABS compliant signage should be positioned on the bus so that people who are hearing impaired are able to find their correct stop.

SCHEDULE 8: PERFORMANCE MONITORING

1. KPI Performance Benchmarks and score values

- 1.1 The KPI benchmark values (standards) that will be applicable during the contract period as well as the values in terms of which scores will be allocated to the Operator for the purposes of monthly performance evaluations are summarised in Table 1 below.

Table 1: KPI Benchmark and score values

KPI	Benchmark value (Standard)	Score Values
Reliability	98%	<98% = 0; ≥98% = 1
Punctuality		
• On-time departures at terminals & intermediate points	95%	<95% = 0; ≥95% = 1
• On-time arrivals at terminals & intermediate points	90%	<90% = 0; ≥90% = 1
Driver quality		
• Passenger complaints	2%	≤2% = 1; >2% = 0
• Surveys	2%	≤2% = 1; >2% = 0
Bus availability	98%	<98% = 0; ≥98% = 1
Vehicle quality		
• General vehicle condition	2%	≤2% = 1; >2% = 0
• Technical vehicle condition:		
(i) breakdowns	2%	≤2% = 1; >2% = 0
(ii) technical bus inspections	0 serious defects/bus	0 = 1; >0 = 0
(iii) maintenance procedures	1 other defect/bus	≤1 = 1; >1 = 0
(iv) Roadworthy certificate pass rate	100%	<100% = 0; 100% = 1
Safety	98%	<98% = 0; ≥98% = 1
Passenger satisfaction	1%	≤1% = 1; >1% = 0
	95%	<95% = 0; ≥95% = 1

1.2 It

Contract compliance		
(i) information & reports	100%	<100% = 0; 100% = 1
(ii) adherence to CA & SMF instructions	100%	<100% = 0; 100% = 1
(iii) staff training	100%	<100% = 0; 100% = 1
(iv) fit and maintain ticketing equipment		<100% = 0; 100% = 1

should be noted that should remedial action be required in terms of the driver and vehicle quality KPIs and the Operator fails to implement such action in subsequent months, a score of zero will be allocated for those months.

- 1.3 The format that will be used by the Representative/SMF to evaluate the Operator's monthly performance is given in Table 2 on the next page. The form must be signed by both the Operator and the Representative and will be submitted to the CA as part of the Representative's monthly monitoring report.

2. Customer Satisfaction Surveys

- 2.1 The CA will undertake Customer Satisfaction Surveys during the contract period. These may be route focused or area focused as the CA deems necessary.
- 2.2 The surveys will entail face-to-face interviews with passengers alighting from vehicles. Questions relate to the journey that has just been made including overall satisfaction with journey, information, safety and security, cleanliness, reliability and staff behaviour.
- 2.3 The surveys will be summarised and conclusions drawn by the CA.
- 2.4 The final reports will be made available to the Operator and will be discussed at a meeting convened for this specific purpose. This meeting may be attended by commuter/community forum members with the prior written consent of the CA, and the Operator will be allowed to question the conclusions of the report.
- 2.5 At the Contract Performance Review of year seven, all Customer Survey reports will be considered and any continued negativity in them may negate the contract extension.

3. Periodic Performance Reviews

- 3.1 The Operator must attend meetings with the CA as requested by the CA

from time to time for the purposes of enabling it to conduct periodic reviews of the financial and operational performance of the Operator under this contract.

- 3.2 Any reviews conducted under clause 36.8 of the contract will not be more frequent than one review each quarter except where the circumstances or nature of the review requires follow up reviews or an extended review.
 - 3.3 The CA must give the Operator not less than 10 business days' notice of any such meeting.
 - 3.4 The persons attending the meetings on behalf of the Operator must be of appropriate seniority and responsibility and must include those directors or senior managers of the Operator reasonably requested by the CA.
 - 3.5 The officials attending the meetings on behalf of the CA must also be of appropriate seniority and responsibility to take the necessary decisions and an official at not lower than Director level must attend each meeting.
 - 3.6 If requested to do so in a written agenda not less than 48 hours before the meeting, the Operator must prepare and present reports at the meetings in respect of those aspects of its performance requested by the CA.
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Table 2: Format for monthly performance evaluations

KPI	Benchmark value (standard)	Score values	Month:	
			KPI value	Score
Reliability	98%	<98% = 0; ≥98% = 1		
Punctuality				
• On-time departures at terminals & intermediate points	95%	<95% = 0; ≥95% = 1		
• On-time arrivals at terminals & intermediate points	90%	<90% = 0; ≥90% = 1		
Driver quality				
• Passenger complaints	2%	≤2% = 1; >2% = 0		
• Surveys	2%	≤2% = 1; >2% = 0		
Bus availability	98%	<98% = 0; ≥98% = 1		
Vehicle quality				
• General vehicle condition	2%	≤2% = 1; >2% = 0		
• Technical vehicle condition:				
(i) breakdowns	2%	≤2% = 1; >2% = 0		
(ii) technical bus inspections	0 serious defects/bus	0 = 1; >0 = 0		
(iii) maintenance procedures	1 other defect/bus	≤ 1 = 1; >1 = 0		
(iv) RWC pass rate	100%	<100% = 0; 100% = 1		
Safety	98%	<98% = 0; ≥98% = 1		
Passenger satisfaction	1%	<1% = 1; >1% = 0		
Contract compliance	95%	<95% = 0; ≥95% = 1		
(i) information & reports	100%	<100% = 0; 100% = 1		
(ii) adherence to CA & SMF instructions	100%	<100% = 0; 100% = 1		
(iii) staff training	100%	<100% = 0; 100% = 1		
(iv) fit and maintain ticketing equipment	100%	<100% = 0; 100% = 1		
Maximum score = 19			Total score:	
			Signed:	
			SMF Representative:	
			Operator:	
			Date:	

SCHEDULE 9: CALCULATION OF FIXED AND VARIABLE CONTRACT RATES

1. The variable cost component

- 1.1 The variable cost component is linked to the number of scheduled revenue kilometres to be operated by each of the vehicle types on the contract. A variable contract rate (price per kilometre) is therefore calculated per vehicle type.
- 1.2 Variable costs consist of the following cost elements:
 - Fuel (diesel and petrol);
 - Tyres;
 - Maintenance and spares; and
 - Oil and lubricants
- 1.3 The Operator must provide detailed information on each of the cost elements for each vehicle type in Tables 1A, 1B, of Form 12. The information must be provided for each cost element for the first twelve months of the contract period.
- 1.4 Kilometres operated by additional vehicles will be charged for at the same rates for the type of vehicle concerned.
- 1.5 If a new vehicle type is introduced on the contract, an additional Table 1 must be completed and approved by the CA for inclusion as an addendum to the contract documents.

2. The fixed cost component

- 2.1 The fixed cost component will be linked to the number of vehicles of each vehicle type operated on the contract. A fixed contract rate (rate per vehicle) is therefore calculated per vehicle type.
- 2.2 Fixed cost consists of the following cost elements:
 - Labour (wages and costs of drivers, management, the administration department and the traffic and engineering departments of the Operator's organisation);
 - Vehicle related costs (instalments, depreciation, vehicle insurance, licence fees and operating licences and permits); and
 - Other general (overhead) costs;

- 2.3 To support the Operator's costing of labour to be used in the provision of the services the Operator must supply detailed information on the cost of salaries/wages and benefits for the first year of contract. The information must be provided in Tables 2A, 2B and 2C of Form 12.
- 2.4 Upon award of the contract Tables 2A, 2B and 2C must be completed providing employee names and monthly salaries/wages and benefits and submitted to the CA.
- 2.5 The Operator must provide information on the depreciation and financing cost of the vehicles to be operated per vehicle type on Table 3A and summarise the fixed costs on Tables 3B, 3C, 3D and 3E of Form 12. The information must be provided for the first year of contract.
- 2.6 The monthly repayments for vehicles will be considered to be over a 60 month period.
- 2.7 If a new vehicle type is introduced on the contract, an additional Table 3 must be completed and approved by the CA for inclusion as an addendum to the contract documents.
- 2.8 The Operator must provide information on general costs to be incurred on each aspect in the first twelve months of contract on Table 4 of Form 12.

3. Calculation of the fixed and variable contract rates

The calculation of the fixed and variable contract rates is done in terms of Tables 5 to 7 of Form 12.

SCHEDULE 10: EFVE OPERATION

1. EFVE Support

- 1.1 The EFVE is supported by software which is controlled, monitored and maintained by the CA.
- 1.2 The Operator must use EFVE hardware and software that meets the specifications of the CA. The Operator must allow the CA access to the hardware and software for the purpose of auditing as and when the CA deems necessary. The CA is responsible for software installation, testing, modification and enhancements.
- 1.3 The Operator shall not modify any part of the Ticketing System in any way.
- 1.4 The Operator must notify the CA immediately of any fault in the EFVE software or hardware.

2. Revenue Management

2.1 Patronage Data Collection and Analysis

- 2.1.1 The EFVE Ticketing System is the primary source of patronage data. The Operator must ensure on a daily basis the transfer of patronage data to the CA.
- 2.1.2 Accurate and timely collection of data is dependent upon proper operation of the EFVE Ticketing System. This Schedule includes a description of the assignation and use of ticket codes, the key data element in patronage reports.
- 2.1.3 A list of available Patronage Reports is available from the CA on request.

2.2 Patronage Data Adjustment

- 2.2.1 As patronage data might be used as basis for incentive payments, the CA will only adjust patronage data when there is a contract area-wide equipment failure. Any adjustment for such a failure is at the discretion of the CA. The CA will not adjust patronage data for individual EFVE Ticketing System equipment failure, fare evasion or ticket failure.
- 2.2.2 The CA will provide a summary report of equipment failure data, including vehicle control units and validators for the contract area.
- 2.2.3 The CA will provide the Operator with a summary of the adjustments made to the raw patronage data provided by the Operator in that month, by route and day, not later than 15 business days after the end of each calendar month.

2.3 Fare Evasion and Ticket Failure

- 2.3.1 The Operator must monitor and measure the incidence of fare evasion by ticket inspections.
- 2.3.2 For ticket failures, the Operator must ensure that drivers—
 - (a) complete a Ticket Problem Slip;
 - (b) write “invalid”, the date and driver identification number on the ticket; and
 - (c) advise passengers of the possibility of a replacement ticket for unused trips as per the back of the Ticket Problem Slip.
- 2.3.3 The Operator must make every effort to ensure that concession tickets are not sold by drivers unless a CA-approved concession pass is produced by the passenger.
- 2.3.4 The Operator must ensure that passengers do not travel for a distance greater than that permitted by the passenger’s ticket. If this occurs then the driver must request the passenger either to—
 - (a) buy and validate another ticket; or
 - (b) disembark from the vehicle, and penalties will be imposed in terms of Schedule 7 for failing to comply with fare evasion procedures.
- 2.3.5 Random audits will be undertaken by the CA or Representative to ensure that steps are being taken to minimise fare evasion.

2.4 Inspectors

- 2.4.1 The CA may task the SMF or appoint inspectors to conduct random inspections, including ticket inspections, to ensure passenger compliance with legislation and this contract.
- 2.4.2 All tickets inspected by an inspector must be passed through a Portable Reader Decoder (PRD) to determine date and time validity. The CA will supply the PRDs.
- 2.4.3 Each inspector must keep records of the number of tickets checked by route, whether the ticket was valid or not, non-validity type and action taken by the inspector.
- 2.4.4 Ticket offence reports and expiation notices (penalty notices issued to passengers) must be forwarded to the CA within five business days of them being issued for prosecution if required.

2.5 Ticket Production and Sales

- 2.5.1 Smart cards or value cards must be used which will be purchased at terminals, transfer stations and other ticket outlets as directed by the CA.
- 2.5.2 The Operator must sell tickets and provide refund facilities at ticket outlets at terminals and transfer stations at its cost unless granted an exemption in writing by the CA.
- 2.5.3 Ticket outlet opening hours to the public for sales shall be 08:00 to 18:00 Mondays to Fridays and 08:00 to 14:00 on Saturdays. Variations to these hours shall be at the discretion of the CA.
- 2.5.4 To allow for passengers not able to acquire tickets off-vehicle, the Operator must install in each vehicle ticket selling equipment as required by the CA which may be fixed or portable. Any contravention of this rule will constitute a serious breach of contract for which penalties will be applied.
- 2.5.5 Cash ticket sales on vehicles must be limited to a minimum, and will be phased out of the system within six months of implementing the integrated network.
- 2.5.6 The CA will supply tickets to the Operator for counter sales and for issue to all drivers for on-board sales.
- 2.5.7 The Operator must ensure that drivers have sufficient cash float to give change to passengers buying tickets.
- 2.5.8 The Operator must keep adequate ticket stock and records to ensure continuous supply for on-board and counter sales, and re-order tickets from the CA when necessary. No commission will be paid to Operators for ticket sales or refunds.
- 2.5.9 Faulty tickets presented for replacement refund action should be retained by the Operator and affixed to a Ticket Credit Form for reconciliation and audit purposes.

2.6 Fare Validation

- 2.6.1 Fare validation will take place on board vehicles and/or at bus stops, terminals and transfer stations.
- 2.6.2 All vehicles must be provided with card readers to "validate" the smart cards.
- 2.6.3 Major stations will be equipped with card readers to allow quick boarding.

2.7 Ticketing System Maintenance

- 2.7.1 The Operator must ensure that the Ticketing System is kept in a reasonable

working condition, and take reasonable precautions to ensure that the Ticketing System is not damaged by its employees, agents, passengers or other persons.

2.7.2 The Ticketing System maintenance service to be undertaken by the Operator shall comprise—

- (a) First Level Corrective Maintenance;
- (b) First Level Preventative Maintenance; and
- (c) Second Level Repair Maintenance,

as described in this Schedule.

2.7.3 If the Ticketing System is faulty or does not operate, and such fault is not due to—

- (a) failure by the Operator to carry out First Level Corrective Maintenance, or
- (b) a jam or other fault of a class that is capable of being remedied by the Operator,

then the Operator must immediately notify the CA of such fault.

2.7.4 The Operator must give the CA full access to the Ticketing System to enable it to—

- (a) carry out service maintenance, repair and maintenance of the Ticketing System, other than First Level Corrective Maintenance;
- (b) carry out service maintenance and repair of the Ticketing System in response to a notification of a fault with the Ticketing System; and
- (c) undertake installation or removal of the Ticketing System or any part thereof when necessary.

2.8 Failure of Operator to meet Maintenance Obligations

2.8.1 The Operator must pay all costs arising from the CA attending to remedy any fault of the Ticketing System which fault is due solely or partially to—

- (a) the failure by the Operator to carry out First Level Corrective Maintenance;
- (b) damage caused to the Ticketing System by the Operator, its employees and agents; or
- (c) damage to the Ticketing System by any person not authorised by the CA having access to it while it is in possession of the Operator.

2.9 Claims

2.9.1 The Operator may not claim or be entitled to claim from the CA any sum for

inconvenience, loss or damage to the Operator due to—

- (a) vandalism or willful damage to or misuse of the Ticketing System;
- (b) faults caused by or arising from inadequate equipment maintenance or repair;
- (c) any delay by the CA in attending to and replacing any faulty component of the Ticketing System;
- (d) the delay in conducting any inspection maintenance or repair of ticketing equipment;
- (e) the replacement or upgrading of the Ticketing System; or
- (f) faults or damage to the Ticketing System caused by industrial action, an act of God or other unforeseen events.

SCHEDULE 11: STYLE GUIDE FOR IMAGE AND MARKETING

To be prepared by the CA at the time of concluding the contract.

SCHEDULE 12: JOURNEY ANALYSIS REPORT

Example of a journey analysis report

Journey Analysis

Operator:

Date Range: 2010/02/20 to 2010/02/20

Contracts: ALL

Routes: ALL

Start	Driver No	Driver Name	Bus	Duty	Jny	Act. Start	Sched Dist.	Arrive	Actual Dist	Revenue	Tickets	Passes	Psngs
Trips for 20/02/2010													
Contract:													
Route: 0010													
09:40	1	Galehole NS	942	120	940		9.20		0.00	R0.00	0	0	0
										R0.00	0	0	0
Route: 0030													
05:30	1	Galehole NS	942	120	530		53.50		0.00	R224.50	24	5	29
08:00	1	Galehole NS	942	120	800		47.90		0.00	R124.00	11	0	11
13:25	1	Galehole NS	549	120	1325		53.50		0.00	R145.00	14	7	21
										R493.50	49	12	61
Route: 0040													
07:00	140	Moleme MB	896	127	700		25.00		0.00	R0.00	0	0	0
07:00	117	Moholeng MI	455	127	700	06:54	25.00		0.00	R75.00	10	17	27
07:00	100	Kaekae S	3205	127	700		25.00		0.00	R165.00	22	20	42
13:15	140	Moleme MB	896	127	1315		25.00		0.00	R0.00	0	0	0
13:15	122	Mosimaneqosi TS	458	127	1315	14:00	25.00		0.00	R135.00	18	10	28
										R375.00	50	47	97
Route: 0041													
07:15				126	715		76.50						
13:20	83	Meyer RJ	546	126	1320		76.50		0.00	R799.50	53	0	53
										R799.50	53	0	53
Route: 0070													
04:30				132	430		100.00						
Route: 0120													
06:00	122	Mosimaneqosi TS	9999	142	600		41.50		0.00	R78.00	13	0	13
13:30	140	Moleme MB	896	142	1330		41.50		0.00	R262.50	22	2	24
										R340.50	35	2	37
Route: 0121													
07:00	51	Galehole OS	654	111	700		43.50		0.00	R207.00	18	0	18
13:30	100	Kaekae S	654	111	1330		43.50		0.00	R328.00	26	2	28
										R535.00	44	2	46
Route: 0190													
06:30	147	Melore LB	72	146	630		99.30		0.00	R806.00	40	6	46
13:30	147	Melore LB	72	146	1330		99.30		0.00	R687.30	36	11	47
										R1 493.30	76	17	93
Route: 0220													
07:00	137	SamaneJO	731	150	700		85.20		0.00	R612.50	36	0	36
13:30	137	SamaneJO	731	150	1330		85.20		0.00	R736.00	45	0	45
										R1 348.50	81	0	81
Route: 0240													
07:00	59	Nkokou TG	546	141	700		74.00		0.00	R1 192.50	62	1	63
13:30	59	Nkokou TG	546	141	1330		74.00		0.00	R676.00	39	1	40
										R2 068.50	101	2	103
Route: N010													
08:10	122	Mosimaneqosi TS	9999	142	810		9.20		0.00	R0.00	0	0	0
08:15				141	815		9.20						
08:20	117	Moholeng MI	455	127	820	07:01	9.20		0.00	R0.00	0	0	0
08:20	100	Kaekae S	3205	127	820		9.20		0.00	R0.00	0	0	0
08:55				111	855		9.20						
09:10				126	910		9.20						
09:10				146	910		9.20						
10:10	137	SamaneJO	731	150	1010		9.20		0.00	R0.00	0	0	0
11:20				111	1120		10.90						
12:15	137	SamaneJO	731	150	1215		9.20		0.00	R0.00	0	0	0
12:45				141	1245		9.20						
12:50	140	Moleme MB	896	142	1250		9.20		0.00	R0.00	0	0	0
12:50				146	1250		9.20						
12:55	1	Galehole NS	549	120	1255		9.20		0.00	R0.00	0	0	0
12:55				126	1255		9.20						
12:55	140	Moleme MB	896	127	1255		9.20		0.00	R0.00	0	0	0
12:55	122	Mosimaneqosi TS	458	127	1255		9.20		0.00	R0.00	0	0	0
										R0.00	0	0	0
Route: N030													
05:00				120	500		5.00						
06:55	1	Galehole NS	942	120	655		47.90		0.00	R0.00	0	0	0
15:10				120	1510		5.00						

SCHEDULE 13: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This is an agreement between:

The Municipality/Provincial Administration

(being the contracting authority in the contract concluded between it and the Mandatory mentioned below for the provision of public transport services to which this agreement is appended and hereinafter referred to as the "Employer")

And

.....
(being the supplier and the Operator in terms of the abovementioned contract and hereinafter referred to as the "Mandatory")

in respect of the abovementioned public transport services as more fully described in the contract referred to above

.....
(hereinafter referred to as the "work")

WHEREAS section 37(1) of the Occupational Health and Safety Act 85 of 1993 (the OHS Act) provides that an employer shall be liable to be convicted and sentenced in respect of an act or omission by its mandatory or employee in certain circumstances;

AND WHEREAS the supplier, appointed by the Employer (contracting authority) to do work (as contemplated in the Act) is also liable in terms of section 37(3) of the OHS Act (and in its own right as employer) to comply with the provisions of the OHS Act applicable to its employees and mandatories;

AND WHEREAS section 37(2) of the OHS Act limits the employer's liability in terms of section 37(1) if the employer and mandatory have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of that Act

NOW THEREFORE, the Employer and Mandatory, hereby agree as follows:

1. The Mandatory hereby unconditionally accepts responsibility for compliance with the OHS Act in respect of the work in terms of section 37(2) of that Act.
2. The Mandatory hereby indemnifies the Employer against any patrimonial loss or damages which the Employer may suffer as a direct result of any claims and/or steps that may be instituted against the Employer due to non-

compliance by the Mandatary (or employees and mandataries of the Mandatary) with the provisions of the OHS Act.

3. Without limiting the indemnity contemplated in 2 above, the Employer and Mandatary agree to the following arrangements and procedures to ensure compliance by the Mandatary with the provisions of the OHS Act:
 - 3.1 The Mandatary warrants that it has read and fully understands the requirements of the OHS Act and the regulations promulgated in terms of that Act and has allowed for all costs to be incurred to ensure such compliance.
 - 3.2 The Mandatary must prepare and submit to the Employer a Health and Safety Plan as is appropriate for the work within 10 business days of the date of signature of this agreement by the last Party.
 - 3.3 Such Health and Safety Plan must at least cover the following:
 - 3.3.1 The management structure, site supervision and responsible persons, including a succession plan;
 - 3.3.2 The Mandatary's induction training programme for employees and sub-contractors;
 - 3.3.3 Health and safety precautions and procedures to be adhered to in order to ensure compliance with the OHS Act, Regulations and Safety Specifications;
 - 3.3.4 Regular monitoring procedures to be performed;
 - 3.3.5 Regular liaison, consultation and review meetings with all parties;
 - 3.3.6 Site security, welfare facilities and first aid; and
 - 3.3.7 Site rules and fire and emergency procedures.
4. The Mandatary must ensure that all sub-contractors and other persons engaged in the execution of the work also comply with the above requirements.
5. The Mandatary must inform the Employer immediately should the Mandatary at any time during the execution of the work find that it is not able to comply with the OHS Act or to perform this agreement or such compliance or performance will be detrimentally affected. The Mandatary must liaise with the Employer, who may, in its sole discretion, agree to release the Mandatary from the provisions of this agreement and/or the indemnity granted by the Mandatary herein, subject to the conditions which the Employer may impose.

6. The Mandatary hereby appoints Mr/Msas its representative and the responsible person on site for the duration of the contract in terms of section 8(2)(i) of the OHS Act as well as any regulations or prescriptions in terms of that Act.
7. The Mandatary's Registration number with the Compensation Commission is If not so registered, the Mandatary must register with the Department of Labour within one month from the commencement date of the abovementioned contract and submit proof in this regard to the Employer.
8. Nothing in this agreement shall be interpreted as detracting from the Employer's responsibility to comply with its obligations in terms of the OHS Act, including but not limited to the Employer's facilities.

SIGNED at.....on 20....

.....

(For and on behalf of the Employer)

SCHEDULE 14: GUIDELINE FOR SUBCONTRACTING

1. The Operator shall not cede its rights or delegate its obligations under the contract or any part thereof, or any benefit or interest therein, to another person, or sub-contract any portion of the services, without the prior written consent of the Contracting Authority
2. The Operator shall demonstrate to the Contracting Authority that the sub-contracting allocation of the contract is at least 30% of the operation of the specific operational contract in line with Regulation 9 of the Preferential Procurement Regulations, 2017.
- 3. Appointment of sub-contractors must comply with the requirements of Regulations 9 of the Preferential Procurement Regulations, 2017 and other applicable laws that seek to empower historically disadvantaged persons in respective categories which is as follow –
 - i. an EME or QSE which is at least 51% owned by black people;
 - ii. an EME or QSE which is at least 51% owned by black people who are youth;
 - iii. an EME or QSE which is at least 51% owned by black people who are women;
 - iv. an EME or QSE which is at least 51% owned by black people with disabilities;
 - v. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - vi. an EME or QSE which is at least 51% owned by black people who are military veterans
4. The Operator, in appointing the sub-contractors must endeavour to benefit as many sub-contractors as possible bearing in mind the constraints of managing and mentoring too many subcontractors the same time without compromising the key focus of service delivery. The Operator must first obtain written consent of the proposed tender specifications for sub-contracting from the Contracting Authority together with the draft model contract intended to be used for such sub-contracting.

5. Sub-contracting arrangements must ensure that the sub-contractors share with the Operator the following services that must be subcontracted so as to enable the sub-contractors to gain broad operational experience:
 - Washing of busses
 - Procurement and maintenance of busses
 - Cleaning of depot including landscaping/gardening
 - Provision of fuel and oil services
 - Towing of vehicles
6. Sub-contractors must first take over the human resources currently in the employ of the Operator used in the routes to be sub-contracted before opening opportunities to people who are not currently employed by the Operator.
7. The Operator must provide the Contracting Authority with skills transfer plan that will empower the sub-contractors to understand and operate the service categories earmarked for subcontracting of the contract's value chain independently within a period of seven years.
8. Sub-contracting of any services shall not release the Operator from its obligations and liability arising out of the full contract with the Contracting Authority.
9. The Contracting Authority shall have the right at any time to withdraw consent for a sub contract on sixty (60) days written notice or shorter period subject to possible prejudice that may be suffered by the commuters on the extended operation of such sub-contractor , and in that event no claim against the Contracting Authority by the Operator or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Operator indemnifies the Contracting Authority against any claims and costs so incurred.
10. Where the Contracting Authority has withdrawn its consent for a specific sub-contract, the Operator shall take over the service categories earmarked for subcontracting until it has replaced the sub-contractor with another suitable sub-contractor, which replacement must ensue as soon as possible after the termination but not later than three months and that the service categories are in terms of paragraph 5 above"

11. The Contracting Authority may at any time during the currency of the contract be replaced as a party to the contract in all respects as provided for in law including by the provisions of the National Land Transport Act, 2009.
12. The Operator shall process payment to the Sub-contractor within forty-eight (48) hours of its receipt of payment from the Contracting Authority.

13. The Structure of the Sub-Contractor

14.1 The operator shall ensure that the sub-contractor appointed has adequate resources to ensure the carrying out of operations without disruptions

14. Resources sharing

13.1 As part of the sub-contracting agreement, the sub-contractor and the Operator must agree to the support to be provided by the Operator including, without limiting the generality, such resources as:

- a. Depots
- b. Offices
- c. Technology
- d. Personnel