

**CITY OF JOHANNESBURG: TRANSPORT DEPARTMENT
REA VAYA PHASE 1A**



TENDER No. CoJ/TRP001/22-23

FOR

**APPOINTMENT OF SERVICE PROVIDER FOR THE
REA VAYA PHASE 1A BUS OPERATING SERVICES
FOR THE CITY OF JOHANNESBURG FOR A PERIOD
OF SEVEN (7) YEARS.**

**TENDER DOCUMENT FOR CONTRACT NO.
CoJ/TRP001/22-23**

The Tender (Preamble, Tendering Procedures, Returnable Documents,
Network Operational Data)

CLOSING DATE: 22 SEPTEMBER 2022

Issued by:

**The Head of Department
City of Johannesburg Supply
Chain Management
Metro Centre – A Block
158 Civic Boulevard
Braamfontein
2001**

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PART 0: PREAMBLE

The request for the provision of quality subsidised road-based public transport services is made in terms of Section 42 of the National Land Transport Act (Act 5 of 2009). In terms of this Act, a Contracting Authority (in this case the City of Johannesburg Transport Department) may enter into a subsidised service contract with an operator, and only if the services to be operated in terms thereof, have been put out to public tendering and awarded by the entering into a contract in accordance with prescribed procedures in accordance with other applicable national or provincial laws. The tender documents, including the rules of tender, are prepared in terms of the Model Tender and Contract Documents for Public Transport Services published in the Government Gazette No. 36524 on 5 June 2013. Bidders are therefore requested to fully familiarise themselves with these gazetted Model Tender and Contract Documents.

In line with the Model Tender and Contract Documents for Public Transport Services, bidders will be evaluated in terms of aspects that include **previous operational record, vehicle profile, access to depots**, having **appropriate services and maintenance schedule**, and having **additional/spare vehicle capacity in the fleet**. Operational record serves to evaluate operator's track record in terms of operating public transport services. Vehicle profile seeks to establish the ability of the bidder to acquire the requisite number and quality of vehicles to operate the contracted network. For guidance only, bidders are referred to the table below for typical market prices of vehicles, where the prices take into account the size of the vehicle and its age. Access to depots seeks to evaluate the bidder's access to depot(s) facilities. With regard to services and maintenance schedule, bidders are requested to provide an appropriate services and maintenance schedule to guarantee high levels of service reliability. Lastly, additional/spare vehicle capacity in the fleet seeks to establish the ability of the bidder to acquire the required minimum spare capacity for the operated fleet. In this regard, as above, the market related price list of vehicles, in terms of the type of fleet and the vehicle seating capacity, for guidance purpose, is presented in the table below.

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PART 1: TENDERING PROCEDURES

1.1 TENDER BACKGROUND AND SCOPE OF WORK

1.1.1 Background

Rea Vaya BRT is recognized as offering a way to create a rail-like performance, using road-based technologies with an overall goal of improving the quality of life of Johannesburg citizens through the provision of a high-quality and affordable public transport system. The long-term vision is to develop a system that places over 85% of Johannesburg's population within 500 metres of a Rea service. The service is planned to encompass the fundamental pillars of Johannesburg's competitiveness as a city, including economic, social, and environmental sustainability.

Phase 1A Bus Operating Company (Pioneer Transport Company) operates Rea Vaya service between Soweto and Ellis Park through the CBD. The system is designed to operate a trunk route (T), number of feeder (F) routes and complementary (C) routes.

Rea Vaya high-quality bus-based transit system delivers fast, comfortable, safe and cost-effective urban mobility through the provision of segregated right-of-way infrastructure, rapid and frequent operations, whilst essentially emulating the performance and amenity characteristics of a modern rail-based public transport system.

1.1.2 The scope of work

This contract is according to Section 42 of the National Land Transport Act 5 of 2009, and will be for the replacement of the current Phase 1 A Bus Operating Company.

The Scope of the request for proposal (RFP) consist of the following:

- Providing public transportation on designated routes as prescribed in schedule 7 of the Terms of Reference (TOR) or this bid document. To give effect to this requirement, the Bus schedules will be issued by the City of Johannesburg as prescribed in schedule 7 of the Terms of Reference (TOR)
- The contractor has to provide their own buses for the duration of the contract. The City will in turn provide a complete operating facility which includes all areas needed to operate a fixed route bus service including area for management/operations, dispatching, and maintenance and bus storage, i.e. Bus Depot. The Facility also include a refuelling system for the buses **(Fuel/oil and other lubricants/consumables will be for the Operators cost)**
- Contractor shall provide the personnel, including management, and equipment necessary to perform all operations, preventive maintenance

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and repair work, to keep buses clean and in good working order in accordance with the original equipment manufacturers (OEM) recommendations and maintain service continuity in accordance with this RFP.

- Contractor shall provide for complete operations, maintenance, and repair of the buses and facility, as specified and in all respects, so that the proposal presents a complete turn-key system such that nothing remains to be purchased, provided, or supplied by the City, other than as specifically noted in this RFP.
- It is understood by Contractor that this RFP requires, in all cases, all elements of a complete Operating Depot. **(See Annexure “B” for a complete operating Depot).**

1.1.3 Condition of the tender

We adhere to all relevant Acts including the Black Economic Empowerment Act No.53 of 2003, Preferential Procurement Policy Framework Act No.5 of 2000, and Employment Equity Act No. 55 of 1998.

In terms of Preferential Procurement Regulation of 2017, the City of Johannesburg will be applying the 90/10 preference point system. Broad-Based Black Economic Empowerment (B-BBEE) requires that bidders submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims. A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid. Not submitting the required certificates will result in the bidder forfeiting the points allocated for B-BBEE. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.

PREQUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

BIDDERS WHO DO NOT MEET THE PRE QUALIFICATION CRITERIA BELOW, WILL BE DISQUALIFIED AND WILL NOT BE CONSIDERED FURTHER IN THE EVALUATION PROCESS:

1. Tenderer(s) (including a JV entity) must have a level 1 or level 2 B-BBEE certificate issued by an authorised body or person.
2. Tenderer(s) (including a JV entity) must sub-contract a minimum of 30% of the contract to an EME (Exempted Micro-Enterprise) or QSE (Qualifying Small Enterprise), as stipulated and limited to section , 4(1) (c) (i) to (vii) in the PPPFA Regulations 2017. Such EME businesses should be sourced from the areas in which the contracts are operational.

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3. Where applicable a detailed Joint Venture Agreement (in case of a Joint Venture) and/or subcontracting agreement specifying scope of work for each party.

COMPULSORY/MANDATORY TENDER REQUIREMENTS

1. Complete and signed MBD documents, i.e. MBD 4, MBD 6, MBD 6.2, MBD 8 and MBD 9 which form part of the tender document must be submitted.
2. Bidders must attend the compulsory site briefing as indicated above. The attendance register must be completed and will be used as proof of your attendance.
3. Complete Forms 1 to 19 which form part of the tender document must be submitted.

NB: Tenderers who are listed in the National Treasury's register of defaulters and restricted suppliers will automatically be disqualified.

ADDITIONAL TENDER REQUIREMENTS

- Valid **Tax Clearance** (A trust, consortium or joint venture must submit a consolidated Tax Clearance **OR** Tax Clearances of each partner in the trust, consortium or joint venture).
- **Registration Documents** of the business with the Companies and Intellectual Property Commission (CIPC) **OR** Master of the High Court in South Africa.
- Valid **B-BBEE Verification Certificate** (not submitting a B-BBEE certificate will result in the bidder receiving zero preference points for B-BBEE). The submission of a fraudulent BBEE certificate will result in the bidder being disqualified and criminal proceedings being instituted against the bidder. The bidder, the shareholders and / or directors will further be restricted from doing business with any organ of the state for a maximum period of 10 years.
- Certified **ID Copies** of ALL the shareholders, members **OR** trustees of the business. (NB: the date of certification must be less than 3 months from the date of the bid closure).

1.1.1.4 TENDER EVALUATION

A four stage evaluation process will be followed as described below. The bid needs to pass each stage for consideration for the next stage.

(i) Stage 1: Basic compliance

Submission of mandatory tender requirements and meeting of prequalification criteria described above.

(ii) Stage 2: Functionality

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Functionality will be scored out of 100 points and the minimum threshold to qualify is 75. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The evaluation criteria to score bidders on functionality are as follows:

Criteria	Guidelines for criteria application	Sub-points	Weighting/ points allocation
1. Approach and methodology	<p>Bidder to provide a detailed and logical deployment and operational plan covering the following areas:</p> <p>1.1 how the network tendered for will be operated in line with the schedules and routes provided</p> <p>1.2 Complaints protocol - previous experience in terms of dealing with complaints from passengers and how the experience equips the bidder for the contract</p> <p>1.3 Vehicle maintenance - demonstrate capacity to minimise breakdowns, turnaround times to attend to breakdowns when they occur, and to also minimise "Did Not Operate" Trips (DNOs).</p> <p>1.4 Maximising customer satisfaction- must demonstrate how the operator will maximise reliability, punctuality, driver quality, vehicle availability, vehicle quality, and safety.</p> <p>1.5 Demonstrate the capabilities of the fleet tracking system that will be deployed, including how the tracking system will interface with the City of Johannesburg reporting systems</p> <p>1.6 Depot maintenance plan of the depot and its equipment</p>	<p style="text-align: center;">5</p> <p style="text-align: center;">5</p> <p style="text-align: center;">5</p> <p style="text-align: center;">5</p> <p style="text-align: center;">5</p>	30
2. Previous operational record	Proof of size/scale of previous operations relating to provision of public transport services		20

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	<p>2.1 No audited operational records certified by an accredited accountant of paid invoices or operational income from providing public transport services for three consecutive years</p> <p>2.2 Audited operational records certified by an accredited accountant of paid invoices or operational income from providing public transport services up to 1 560 000km per annum for three consecutive years</p> <p>2.3 Audited operational records certified by an accredited accountant of paid invoices or operational income from providing public transport services of up to 3 120 000km per annum for three consecutive years</p> <p>2.4 Audited operational records certified by an accredited accountant of paid invoices or operational income from providing public transport services of up to 4 680 000km per annum for three consecutive years</p>	<p align="center">0</p> <p align="center">5</p> <p align="center">10</p> <p align="center">20</p>	
<p>3. Services and maintenance schedule</p>	<p>Bidder submits a provisional maintenance plan for evaluation, relating to the fleet to be operated showing how the fleet maintenance plan will guarantee reliability of at least 98% during the contract period. The maintenance plan must be prepared in terms of the items listed in Schedule 4 (v) of the Model Tender and Contract Documents (gross-based) published in Government Gazette No. 36524 on 5 June 2013.</p> <p>3.1 Available staff specifying categories of staff number in each category</p> <p>3.2 Inspection and maintenance and strategies to be implemented</p> <p>3.3 Maintenance Agreements with OEM approved vehicle parts suppliers. Details on what is actually to be attended to by vehicle suppliers and if issues are excluded from this, how those aspects will be addressed.</p>	<p align="center">5</p> <p align="center">5</p> <p align="center">10</p>	<p align="center">20</p>

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4. Bidder's financial position and performance	<p>Bidder to demonstrate that they are able to acquire buses and to fulfil the additional/spare vehicle capacity - New vehicles 5%, and old vehicles 10% (Bidders are required to meet all the requirements under this section to score the full 30 points)</p> <p style="padding-left: 40px;">4.1 Going concern ratio analysis</p> <p style="padding-left: 40px;">4.2 Liquidity ratio analysis</p> <p style="padding-left: 40px;">4.3 Leverage ratio analysis</p>		30
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(iii) Stage 3: Pricing and BBEE

The City of Johannesburg will apply the **90/10** preference point system.

IMPORTANT REQUIREMENTS TO TAKE NOTE OF:

- Bidders are requested to submit contactable references for verification, where required in the tender forms.
- The City of Johannesburg reserves the right to interview and verify professional resources academic and professional registration certificates submitted for this bid.
- Proof of registration on the National Centralised Supplier Database (CSD) should be attached to the bid document submission. Only suppliers who are registered on CSD will be considered for appointment.
- Potential bidders must note that in terms of the City of Johannesburg policy and reserves the right to cancel a contract and blacklist any entity for a period of at least 12 months if the entity fails to adequately perform in terms of the awarded contract.
- The tender validity period is 120 days. However, the City of Johannesburg reserves the right to request all bidders to extend such validity period should the need arise.
- Prospective tenderers should be represented at the compulsory briefing by suitable/qualified and experienced individuals who can fully comprehend the implications of the work involved.
- The City of Johannesburg will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- In the pricing schedule, bidders are required to price for vehicle tracking functionality and reporting.
- **NB: In terms of the National Land Transport Act (Act 5 of 2009) financial ring-fencing of the bidding entity is required for any public entity.**
- Section 197 of the Labour Relations Act (Act 66 of 1995) will not apply for these contracts.

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OBTAINING TENDER DOCUMENTS

A non-refundable amount of R500 (Five Hundred Rand) will be levied per tender document. This amount is payable in cash or debit card between 09:00 and 15:00 at the Finance Section of the **Head of Department, City of Johannesburg Supply Chain Management, Metro Centre – A Block, 158 Civic Boulevard, Braamfontein, 2001**

Tender documents will be available for collection by prospective tenderers upon presentation of the appropriate proof of payment to the Department. **These documents can be collected on the Head of Department, City of Johannesburg Supply Chain Management, Metro Centre – A Block, 158 Civic Boulevard, Braamfontein, 2001.** Tender documents will be available from the 19 August 2022. **Pay as per SCM Policy and Replace the address with that of Metro Centre SCM Office**

For the availability of the tender document and technical specification enquiries contact Mr Andre van Niekerk via email Andrevan@joburg.org.za

OR Alternatively

Prospective tenderers can download and print their own version of the tender document by accessing the eTender Publication Portal website (www.etenders.gov.za) or the City of Johannesburg's website (www.joburg.org.za). Tenderers are advised to ensure that all tender documents are properly bound upon submission on the closing date and time. – **All City's tender advertising sites ONLY**

SUBMISSION OF TENDERS

Clearly indexed Tender Documents together with all applicable attachments must be deposited in the tender box at the main entrance, ground floor, Main Administration Building, Metropolitan Centre, 158 Civic Boulevard, Braamfontein, Johannesburg by no later than 10:30am.

Late tenders (tenders submitted after the closing date and time) will NOT be accepted.

Not submitting all the required pages of the tender document may result in the tenderer either being disqualified or forfeiting the available tender evaluation points, depending on the nature of the submission.

Electronic submission of tenders will **NOT** be accepted.

Telegraphic, telephone, telex, facsimile, email, or similar apparatus of tenders will **NOT** be accepted.

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The City of Johannesburg requirements, preferred criteria, proposed terms and conditions to be applied in the sealing, addressing, delivery, opening and assessment of tenders are stated in the tender documents.

The City of Johannesburg reserves the right to cancel **OR** not to award this tender to any party.

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**1.2 RULES OF TENDER FOR GROSS-BASED PUBLIC TRANSPORT
CONTRACTS**

(These rules of tender are based on Volume 1 of Model Tender and Contract Documents (gross-based) published in Government Gazette No. 36524 on 5 June 2013)

Contents

1. Definitions
2. Tender notices
3. Charge for documents
4. Application of these Tender Rules
5. Agent
6. Validity period
7. Documents that must accompany the tender
8. Undertaking
9. Duties of tenderer
10. Data and other statistics
11. Information
12. Costs and losses incurred by the tenderer
13. Tender all-inclusive
14. Tender qualification
15. Alternative tenders
16. Combinations of tenders
17. Completion and signing of tender forms
18. Alterations to tender documents
19. Tender withdrawal or modification prior to the closing of tenders
20. Submission and closing of tenders
21. Opening of tenders
22. Tender withdrawal or modification after closing of tenders
23. Submission and closing of tenders
24. Disqualification of tenderers
25. Disqualification of tender
26. Tender acceptance
27. Ownership and confidential nature of documents
28. Additional qualification for tenderer
29. Signing of contract

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1. DEFINITIONS

1.1 In these tender documents, words in the singular also include words in the plural and *vice versa* where the context permits.

1.2 In this contract any word or expression to which a meaning has been assigned in the Act or the National Road Traffic Act has the meaning assigned to it by those Acts, as amended from time to time, and the following words and expressions shall have the following meanings, except where the context indicates otherwise:

"accepted", "approved", "authorised", "directed", "ordered" and "rejected" means accepted, approved, authorised, directed, ordered or rejected by the CA or Representative;

"Act" or "the Act" means the National Land Transport Act 5 of 2009;

"Agreed" means agreed in writing by the CA or the Representative on the one hand and the Operator on the other hand;

"Authorised stop" means a stop, rank or terminal authorised by the relevant municipality;

"Articulated bus" means a bus that is 18 meter long which carries a minimum of 117 passengers;

"Bus" means a bus as defined in the Act (designed or modified to carry more than 35 persons including the driver) by means of which the Operator proposes to provide the services and includes a double deck bus, standard bus and bus-train;

"Business day" means any day other than a Saturday, Sunday or official public holiday;

"Business Plan" means the business plan contemplated in Schedule 4;

"BBBEE Codes of Good Practice" means Codes of Good Practice on Broad Based Black Economic Empowerment (BBBEE) gazetted for the bus industry in terms of section 9 of the Broad-Based Black Economic Empowerment Act 53 of 2003 on 21 August 2009 (*Government Gazette* 32511);

"bus-train" means a bus-train as defined in the National Road Traffic Regulations, i.e. a bus which–

(a) consists of two sections connected to form a unit;

(b) can swivel in a horizontal plane at the connection between such sections;

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- (c) is designed or adapted solely or principally for the conveyance of the driver and at least 100 other persons; and has a continuous passageway over the length thereof;

“CA” means contracting authority;

"Capacity" in respect of vehicles means the maximum number of persons that may lawfully be carried in the vehicle, including all seated and standing passengers, but excluding the driver as specified in the relevant roadworthy certificate or legislation;

"Commencement date" means the date on which the services to be provided by the Operator will commence as stated in clause 3 or the letter of acceptance of the tender, or such other date as may be agreed between the Parties in writing;

“Contract” or **“this contract”** means the contract between the CA and the Operator resulting from the acceptance of the tenderer’s tender by the CA, including the Schedules;

“Contracting authority” means—

- (a) the Gauteng City of Johannesburg of Rosa and Transport; or
- (b) its successors in title; or
- (c) a municipal entity or provincial public entity established by that authority or any other agent appointed by it;

“Contract rates” means the fixed and variable contract rates tendered by the successful tenderer and accepted by the CA as being the rates applicable to this contract;

“Clause” means a clause of these terms and conditions of this contract;

"Day" includes all days, i.e. weekdays, Saturdays, Sundays and public holidays;

“Date of first registration” means in relation to a vehicle the date of first registration—

- (a) pursuant to the original manufacture of the vehicle; or
- (b) the date of manufacture shown on its compliance plate or chassis compliance plate, whichever is the earlier;

"Deputy" or **"Representative's Deputy"** means the person appointed as such by the CA, or by the Supervising and Monitoring Firm (SMF) with the written consent of the CA, to perform the functions of such Deputy as set out in this contract;

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"Double deck bus", means a bus which consists of two decks connected to form a unit with a capacity of up to 90 seated persons;

"Duty" means a document providing written instructions to a driver of a vehicle specifying the various trips to be operated;

"Duty board" means a board that displays the duty number of a particular vehicle for identification purposes;

"Early trip" means a trip where the vehicle concerned departs from the departure point or any intermediate timing point specified in the time table, before the time listed in the time table;

"EFVE" means fully operational electronic fare validation and collection equipment which is designed and intended to be used to record information electronically about a ticket when the ticket is inserted into the equipment, or presented to the equipment for scanning, as more fully described in the Electronic Fare Collection Guidelines issued by the City of Johannesburg in November 2007, as amended from time to time;

"Emergency" means a situation which is beyond the control of the Operator, for example strikes, stay ways, riots, *vis major*, etc., and which makes the provision of the services or part thereof impossible;

"End of term period" means the last 12 months of the term of this contract or, if a termination notice is given by the CA, the period between the date that the termination notice is given and the termination date;

"Fare evasion" occurs where a person uses public transport without a valid ticket and includes, but is not limited to–

- (a) using such transport with no ticket or concession, or with a ticket or concession that has expired or is defaced, altered or fraudulent;
- (b) using a ticket in the wrong zone or route or overriding the zone; and/or
- (c) using a ticket that was not validated;

"Financial records" means proper books of account and all other financial and planning records of the Operator relating to the services that would ordinarily be maintained and compiled in terms of generally acceptable accounting practice including, but not limited to–

- (a) Cash flow records;
- (b) Financial modelling reports;

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- (c) Notes, documents and data supporting the records and reports contemplated in (a) and (b) including management information systems, electronic ticketing system information, ledgers, spreadsheets, payroll registers, customer invoices, supplier invoices, bank statements, tax returns and insurance policies; and
- (d) Audited financial statements prescribed by any applicable legislation;

“Financial report” means a detailed report and analysis by the Operator of its financial performance under this contract including copies of the Operator’s most recent financial records referred to in the definition of “financial records”, which must be its audited records where the law requires auditing;

“Fixed contract rate” means the amount paid per peak vehicle per month to compensate the Operator for fixed or capital costs in terms of clause 39 as calculated in accordance with Schedule 9, and shall be fixed for the duration of the contract, but subject to escalation in terms of clause 37 and subject to Item 2.8 in Schedule 9;

“Form” means a form shown in tender forms contained in these tender documents;

“MFMA” means the Local Government: Municipal Finance Management Act 56 of 2003;

"Midibus", means a midibus as defined in the Act (designed or modified to carry from 17 to 35 persons including the driver);

"Minibus", means a minibus as defined in the Act (designed or modified to carry from 10 to 16 seated persons including the driver);

"Month" means a calendar month;

"Multi-journey ticket" or “MJT” means a ticket or token for a number of inbound and outbound trips on a specified route, valid for a period expiring on the date specified thereon or in the case of electronic payment methods the stored value of the payment instrument concerned.

“National Road Traffic Act” means the National Road Traffic Act 93 of 1996;

“National Road Traffic Regulations” means the National Road Traffic Regulations, 2000 promulgated under the National Road Traffic Act;

“OEM” means the original equipment manufacturer;

”Operating licence” means an operating licence as defined in the Act, and includes a permit as defined in the Act, which is necessary to enable the

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Operator to provide the services in terms of this contract, and where the Operator is already in possession of such licence or a permit before the commencement date, includes any renewal, amendment or transfer thereof necessary to enable the Operator to provide the services;

“Operational records” means those records of the Operator relating to the operational aspects of the services of a kind that would ordinarily be maintained and which will at least include the following:

- (a) revenue kilometres operated;
- (b) kilometres operated for dedicated school services;
- (c) trip cancellations and services not operated, including reasons;
- (d) environmental incidents and emergencies;
- (e) passengers conveyed;
- (f) any records relating to the operational aspects of the conduct of the services required by any legislation; and
- (g) accidents involving injuries or fatalities.

“Operational report” means a detailed report and analysis by the Operator of its operational performance under this contract including, but not limited to–

- (a) an analysis of trips not operated, trips cancelled and trips operated late and early;
- (b) an analysis of revenue kilometres completed;
- (c) an analysis of kilometres operated for dedicated scholar services;
- (d) an analysis of the condition of vehicles operated and inspected and details of vehicles found not to be contract compliant;
- (e) an analysis of the actual availability of vehicles for scheduled services;
- (f) an analysis of the passengers transported subdivided as required by the CA;
- (g) an analysis of cash and MJT tickets cancelled;
- (h) details of complaints received; and
- (i) any other information required by the CA, which report must be in the form required by the CA and which enables the CA to measure the Operator’s performance against any applicable performance benchmarks;

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"Operator" means the person, company, close corporation, trust, joint venture, partnership or consortium whose tender has been accepted by the CA and includes the Operator's executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the CA, any cessionary, delegate or sub-contractor of the Operator or substitute Operator;

"ownership control" means the ability to exercise or to influence substantially the exercise, of any of the financial and operating policies of an operator so as to obtain a benefit from its activities;

"Party" or **"Parties"** means the CA and/or the Operator, as the context indicates;

"Passenger kilometre capacity" means the capacity of a vehicle in terms of passenger kilometres over a specific route distance calculated by multiplying the legally seated capacity of the vehicle by the trip kilometres;

"payment certificate" means the claim form certified by the Representative and subject to the approval of the CA, being the total of the forms and certificates required by the CA to be completed, signed and submitted by the Operator in support of its monthly claim, and which is in accordance with Form 1;

"Peak vehicle" means a vehicle required by the Operator to provide services during the peak periods described in the time table;

"PFMA" means the Public Finance Management Act 1 of 1999;

"Positioning kilometres" or **"dead kilometres"** means kilometres travelled by a vehicle with or without passengers—

- (a) From a depot to the starting point of a scheduled trip;
- (b) from the end of a scheduled trip to a depot; or
- (c) From the end of a scheduled trip to the starting point of the next scheduled trip;

for which the Operator is not entitled to be compensated in terms of this contract;

"Public transport vehicle" means a bus, midibus or minibus;

"rapid transport bus" or **"rapid transport bus train"** means a bus authorised to operate along a rapid transport lane in a bus rapid transport system, and which has a regulated floor height and door configuration designed to facilitate speedy access of passengers to and from dedicated loading facilities, and includes the sub-categories set out under the same definitions in the National Road Traffic Regulations;

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“Rebuilt bus” means a bus rebuilt in accordance with the specifications set out in Schedule 1;

“Rehabilitated bus” means a bus rehabilitated in accordance with the specifications set out in Schedule 1;

"Representative" means the person appointed as such by the CA, or by the SMF with the written consent of the CA, to supervise and monitor the services and to perform the functions of Representative in this contract, or a person authorised by the CA to act on its behalf. “Representative” also includes the Representative’s delegate contemplated in clause 34. If no such person is formally appointed, the word “Representative” means any person duly appointed by the CA to represent it and notified to the Operator in writing;

“Revenue kilometres” means scheduled kilometres actually operated on approved routes for which the Operator is entitled to be compensated in terms of this contract;

"Route" means a fixed path from origin to destination along a series of roads with intermediate stops as specified in Schedule 7 or otherwise agreed to between the Parties;

"Scheduled kilometres" means those kilometres which are authorised in accordance with the time table, as approved and amended from time to time and which will become revenue kilometres if operated;

"Scheduled trips" means those trips which are authorised in accordance with the time table, as approved and amended from time to time;

"Separate agreement" means a new agreement between the CA and the Operator for operating additional services which were not contemplated in this contract, are not required for the proper fulfilment of the this contract and do not amount to variations in terms of clause 16;

"Service area" means the residential, business, industrial and other areas served by the routes, as described in Schedule 7, in which the services will be operated;

"Services" means the services for the transportation of passengers along the routes by specified vehicles at specified times and frequencies and stopping at specified locations, which are to be provided in terms of this contract;

"SMF" (Supervising and Monitoring Firm) means a firm appointed by the CA if it so decides to act on its behalf for the supervision and monitoring of the services;

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"Specifications" means the specifications set out in Schedule 7 in which the services including routes, distances, fares, timetables, stops and any additional related information are described, and includes the vehicle specifications set out in Schedule 2;

"Standard bus" means a bus with a capacity of from 36 to 80 seated persons, and the number of standing passengers authorised by the relevant roadworthy certificate issued in terms of the National Road Traffic Act;

"Tender" means a written offer on the official tender forms issued pursuant to an invitation to tender;

"Tender amount" means the total amount in a tenderer's tender for the provision of the specified services as shown on Tender Form 12, which amount is only relevant for evaluation purposes and to and determining whether the CA will have adequate funds to cover the contract payments and is subject to adjustment in respect of—

- (a) Arithmetical errors that may occur in the priced schedules and are corrected;
- (b) Acceptance of alternative offers;

"Tender documents" means the documents comprising, among others, the Tender Rules, Conditions of Contract, Tender Forms and addenda, inviting tenders for the operation of the services;

"Tendered rates" means the amounts per revenue kilometre tendered for providing the services (variable contract rates) and the amounts per vehicle (fixed contract rates) as shown in Tender Form 12;

"Tenderer" means the person, close corporation, company, joint venture, partnership, trust or consortium submitting a *bona fide* offer to provide the services specified in the tender documents, but excludes any assignee of the tenderer without the written consent of the CA;

"Ticketing system" means electronic equipment as part of the EFVE for the collection of fares and validation of tickets, passes, smart cards or value cards;

"Time table" means a schedule of passenger carrying trips approved by the CA, indicating all departure times from points of origin and specified intermediate points (not necessarily all authorised stops) as well as arrival times at destinations on each route for specified days, subject to any variation thereof in terms of clause 16;

"Trip" means the operation of a vehicle, carrying fare paying passengers, travelling in a single direction on a route as set out in the authorised time table,

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including any variations approved by the CA or Representative in writing in terms of clause 16;

"Unsuitable vehicle" means a vehicle which is materially different from those specified in Schedule 2 and Form 11 in terms of age, make, model or otherwise, or which the CA and/or Representative in their discretion deem to be unsuitable to provide the services adequately or which does not comply with the National Road Traffic Act or other applicable legislation;

"Variable contract rates" means the rates per revenue kilometre agreed upon between the Parties as being the rates used to calculate payments to the Operator under clause 39 and as described in Schedule 9;

"Vehicle" means a public transport vehicle; and

"Waybill" means a document provided by the Operator that details duty, route and trip details (including details of passengers carried and tickets issued and cancelled per trip and revenue collected) as shown in Form24.

2. TENDER NOTICES

Notices inviting tenders will be published in the National Treasury Website or any other media deemed appropriate by the CA.

3. CHARGE FOR DOCUMENTS

There will be **NO CHARGE** levied on the collection of tender document

4. APPLICATION OF THESE TENDER RULES

These Tender Rules and the instructions given in the official tender notice are binding on all tenderers submitting tenders to provide the services.

5. AGENT

Where applicable foreign tenderers must state in their tender the name of their accredited agent in the Republic of South Africa in whom the necessary legal competence is vested and who has been duly appointed to sign contracts, and also indicate a street address to serve as their *domicilium citandi et executandi* in the Republic.

6. VALIDITY PERIOD

The period for which tenders are to remain valid and binding is indicated in the tender notice and is calculated from the time the tender closes. Tenders are to remain in force and binding until the close of business on the last day of the period calculated, and if this day falls on a Saturday, Sunday or official public holiday, the tender must remain valid and binding until the close of business on the following working day, unless the Contracting Authority (CA) informs the tenderer in writing before this time that his tender is no longer valid. The CA

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may extend the period for which the tender is to remain valid for a further 30 days on written notice to the tenderer.

7. DOCUMENTS THAT MUST ACCOMPANY THE TENDER

In addition to any documents that are specifically required, the following documents must be attached to the tender where applicable:

- (a) A valid, original tax clearance certificate, and in the case of a consortium or joint venture, such a certificate in respect of each party to such consortium, issued by the South African Receiver of Revenue (SARS). Submissions to SARS must be made on Form ST5.1 "Application for Tax Clearance Certificate" which is available from any SARS office.
- (b) Where applicable, duly completed and signed undertakings/declarations/certificates in the form set out in the applicable tender forms provided. In the case of Form 19 "Declaration of Financial Support by Owner", every firm or entity that exercises ownership control over the tenderer must complete the form. In the case of doubt, the tenderer must ask the Contracting Authority for written confirmation that completion thereof is or is not required.
- (c) All tenderers must complete the affidavit in Form 8 regarding previous convictions for offences (if any) committed by the tenderer or any of its directors, members, trustees or office bearers. The City of Johannesburg will verify information declared during the tender evaluation
- (d) All tenderers must attach a valid Verification Certificate from an accredited or recognised verification agency confirming their BBBEE status and the BBBEE contribution level of the tenderer with the BBBEE Act and Codes of Good Practice.

8. UNDERTAKING

By submitting a tender, the tenderer undertakes to submit to the relevant Provincial Regulatory Entity/Operating Licensing Board for cancellation or amendment, as the case may be, all operating licences and permits that authorise any public transport services on the routes or in the area in which the services proposed in these tender documents are to take place that will or are likely to compete with such services.

9. DUTIES OF TENDERERS

- 9.1 The tenderer must inform and satisfy itself fully as to the nature and extent of the services and conditions in respect of which it is tendering. No claims of any nature will be entertained on the basis of a tenderer's failure to make such inquiries.

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- 9.2 The Contracting Authority will arrange an information meeting, attendance at which is compulsory. A service area inspection will be held after the information meeting, attendance of which is not compulsory. Attendance at all other meetings of tenderers is compulsory. Notice of such meetings will be given to all persons who have downloaded the tender documents. – **A compulsory meeting will be held at the Rea Vaya Dobsonville Depot.**
- 9.3 If any meeting of tenderers arranged by the Contracting Authority, except the service area inspection, have not been attended by the tenderer himself or herself, or by an authorised representative of the tenderer who must be—
- (a) suitably qualified to comprehend the implications of the services to be provided; and
 - (b) in the direct employ of the tenderer; or
 - (c) a consultant or agent commissioned by the tenderer,

this will disqualify the tenderer.

- 9.4 Minutes of the information meeting will be issued to tenderers as part of the addenda. Questions asked at such meeting and inspection will be minuted and replied to in addenda. Only replies minuted in such addenda will be binding on the CA.

10. DATA AND OTHER STATISTICS

All data and statistics of whatever nature provided in these tender documents concerning existing or former services are provided in good faith as the best information available to the CA at the time of publication of this tender, to assist tenderers in tendering. No guarantee of the correctness of the data and statistics provided in these tender documents is given by the CA and no claims by tenderers or operators arising from incorrect data or statistics, regarding existing or potential numbers of passengers, or otherwise, or as a result of incorrect estimates made by the tenderer will be entertained. Tenderers must note that services required to be provided in terms of these tender documents might differ from existing or former services provided in the service area and passenger numbers may differ over time.

11. INFORMATION

- 11.1 The tenderer must submit with the tender all applicable information and data as may be required in terms of these tender documents, including that required in terms of the certificates, schedules, and forms. The CA may if such details are insufficient, call for further information. The tenderer must furnish such additional information within seven working days of being called upon to do so or the tender will not be considered further.

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- 11.2 The tenderer must make sufficient allowance in the relevant tendered rates for all costs in connection with the preparation and furnishing of any information that may be required by the CA as contemplated in rule 11.1.
- 11.3 All written information submitted by the tenderer together with and in support of the tender will form part of the tenderer's offer.
- 11.4 Any explanation needed by a tenderer regarding the meaning or interpretation of the tender documents must be requested in writing from the CA with sufficient time allowed for a reply to reach all tenderers before the closing of tenders. Any such explanation provided to any tenderer concerning the tender documents will be furnished to all tenderers by way of written addenda as provided for in rule 11.6.
- 11.5 No oral representations or statements by any officer, employee or agent of the CA shall affect or modify any terms or obligations of these tender documents. The CA will not be responsible for any oral instructions, nor for any written information provided by any person other than the CA or its duly appointed agent.
- 11.6 If during the tender period the CA wishes to make additional information available to tenderers or to make minor amendments to the tender documents which do not affect the scope of the tender, this will be issued in the form of addenda. The addenda will be sequentially numbered, dated and hand delivered or sent by e-mail or telefax to the addresses of all tenderers who attended the compulsory briefing session. For this purpose, all tenderers must provide their physical, postal and e-mail addresses and telephone and telefax numbers, if any. All addenda issued are regarded as part of the tender documents and tenderers must acknowledge receipt thereof in writing by hand, telefax or e-mail within 24 hours after receipt. Such acknowledgement of receipt must also be indicated on the covering page to the Tender Forms.

12. COSTS AND LOSSES INCURRED BY THE TENDERER

Neither the CA nor the departmental procurement structures of the relevant municipality or province will be liable for any costs or losses which may be incurred by any tenderer in the preparation and submission of a tender or attending meetings and in visiting the service area in connection therewith, and such costs and losses will be for the tenderer's own account.

13. TENDER ALL INCLUSIVE

- 13.1 The tenderer must before tendering satisfy itself as to the correctness and sufficiency of the tender and of the rates stated in Form 12 of the Tender Forms. Such rates shall, except as otherwise provided, cover all of the tenderer's obligations under the contract.

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- 13.2 The tenderer must allow in the tender for full compensation for all general preliminaries, all expenses incurred in complying with the contract and its specifications, all other costs, positioning kilometres as well as everything else necessary for the execution of the contract in accordance with the tender documents. The tenderer's attention is drawn to the fact that the services may be varied during the contract period under clause 16 of the Conditions of Contract, which could lead to an increase or decrease of monthly revenue kilometres. Tenderers are advised that the services may have been rationalized and/or restructured and that routes, time tables, kilometres etc. may not necessarily be the same as those operated by previous operators in the service area. The tendered rates are intended to compensate the Operator fully for all costs and expenses and no claims of whatever nature will be entertained. Tendered rates will be fixed for the contract period, subject to clause 39.23 of the Conditions of Contract.
- 13.3 Monthly payments to the operator are not subject to Value Added Tax (VAT). VAT is payable by the Operator on certain items such as tyres and lubricants, and the tendered rates must provide for this. Any possible future increases in the rate of VAT will be reflected automatically in the escalation factor.
- 13.4 The tenderer must allow in the tender for increases and decreases in scheduled kilometres, for example due to changes in demand and seasonal factors and for reduced services during holiday periods, as contemplated in clauses 13.3 and 16 of the Conditions of Contract, as well as any other factors which the tenderer may consider relevant.
- 13.5 Tenderers are advised to take cognisance of the implications for their current and future labour forces of the length of the contract period, subject to clause 3 of the Conditions of Contract.

14. TENDER QUALIFICATION

Tenders must be submitted strictly in accordance with the tender documents, i.e. without qualifications.

15. COMPLETION AND SIGNING OF TENDER FORMS

- 15.1 All appropriate tender forms, schedules and certificates must be fully and properly completed, signed and witnessed where indicated, in black ink, as provided for, and submitted with the other tender documents as part of the tenderer's tender. Every page of the Tender Forms which is not signed, and every page of the other tender documents, must be initialled by or on behalf of the tenderer. Persons signing or initialling must be duly authorised.
- 15.2 Form 12 of the Tender Forms must be fully priced and totalled in the currency of the Republic of South Africa to show the amount of the tender. It should be

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noted that the tender amount is only relevant for purposes of tender evaluation and determining whether the CA will have adequate funds to cover the contract payments, ***and will not necessarily reflect the actual amount payable to the successful tenderer over the period of the contract. Tenderers should also note that the kilometres indicated are only estimates and will not necessarily be the kilometres operated over the contract period.***

- 15.3 Where the space provided in the bound documents is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules must then be bound together with a suitable contents page and submitted with the tender documents. All such schedules must be signed, witnessed and initialled as specified in rule 17.1.
- 15.4 A tender submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members which must be substantially in accordance with Form 5 of the Tender Forms. The tender must be signed by a duly authorised person. A tender submitted by a partnership must be accompanied by a written partnership agreement.
- 15.5 A tender submitted by a consortium of two or more parties must be accompanied by a signed memorandum of understanding Form 7 between the parties to such consortium in which is defined precisely the conditions under which the consortium will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several parties forming the consortium, the benefits that will accrue to each party and any other information necessary to permit a full appraisal of its functioning. In the contract documents the term "consortium" is intended to have the specific meaning of a form of partnership involving mainly companies or other legal persons, which will each be jointly and severally liable to the CA. Loose business arrangements will not be considered. Prior to the contract being awarded a final signed consortium agreement must be submitted to the CA, failing which the tender will not be awarded to the tenderer.
- 15.6 If all tender forms are not fully and properly completed, signed, witnessed, and initialled the tender shall be void unless otherwise decided by the CA.

16. ALTERATIONS TO TENDER DOCUMENTS

- 16.1** No unauthorised alteration or addition may be made to any part of the tender document as issued by the CA.
- 16.2** If any alteration or addition is made by the tenderer to information populated in the tender, the tenderer will be required to attach a letter on a company letterhead confirming such alterations, failing which the tenderer will be disqualified

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17. TENDER WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING OF TENDER

A tenderer may withdraw, modify or correct its tender after it has been delivered, provided that the request for such withdrawal, modification or correction together with full details of such modification or correction is received at the address given for submission of tenders, in writing either by hand or mail, before the closing time and date set for the receipt of tenders. The original tender as amended by such written communication will be considered as the tenderer's offer.

18. SUBMISSION AND CLOSING OF TENDERS

- 18.1 All the Tender Forms with all supporting documents must be submitted to the CA strictly in accordance with these Tender Rules and the instructions given in the official tender notice published in the Tender Bulletin. Tenderers must check the numbers of the pages and satisfy themselves that none are missing or duplicated. The CA will not be liable in respect of claims arising from the fact that pages are missing or duplicated.
- 18.2 A tender must be submitted in a separate sealed envelope and be clearly marked with the contract number, title and closing date and the name and address of the tenderer, provided that a combined tender may be submitted in a single envelope marked with all relevant contract numbers. The envelope shall not contain documents relating to any tender other than that indicated on the envelope.
- 18.3 All tenders received will be kept unopened and in safe custody. If a tender is received in an open envelope, the envelope will be sealed. If a tender is received without the relevant information on the envelope, the envelope will be opened and the information ascertained and written on the envelope, thereafter the envelope will be resealed.
- 18.4 Tenders close at the date and time specified in the tender advertisement.
- 18.5 The CA may consider an extension of the closing date should circumstance justify it. It will normally only be extended if there is sufficient time to publish an amending notification before the original closing date.
- 18.6 No tenders forwarded by telegram, facsimile (fax), e-mail or similar methods shall be considered.

19. OPENING OF TENDERS

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19.1 Tenders will be opened in terms of the City of Johannesburg Supply Chain Management Policy on open tenders.

20. TENDER WITHDRAWAL OR MODIFICATION AFTER CLOSING OF TENDERS

20.1 Except as provided in these rules no tenderer may withdraw, modify, or amend its tender after the date and time set for the closing of tenders.

20.2 Tenderers should note that should their tender be accepted and should they be unwilling or unable to commence the services on the commencement date due to circumstances that are within their control, and the CA decides to make alternative arrangements without cancelling the contract, they will be held liable for all attendant costs and damages.

21. EVALUATION OF TENDERER

21.1 The CA has the right to evaluate the tenderer fully in terms of its ability to perform the contract and the tenderer must assist the CA in all reasonable ways requested by the CA in this regard.

21.2 The CA will conduct financial analysis on the financial resources of any tenderer or any other relevant aspects, either at the time of evaluating the tender or after the awarding of the contract. The tenderer must provide all reasonable assistance in such an investigation.

21.3 Subject to the Preferential Procurement Policy Act 5 of 2000 and other applicable legislation and policy, the following evaluation criteria will be used to evaluate tenderers:

Qualifying Criteria:

- (a) Completion of tender forms
- (b) Correctness of tenders
- (c) Financial ring-fencing in the case of a public entity.

Operational Criteria

- (a) Previous operational record
- (b) Electronic equipment
- (c) Vehicle profile
- (d) Depots
- (e) Services and maintenance schedule
- (f) Additional/spare vehicle capacity.

Financial Criteria:

- (a) Cost of tender
- (b) Financial sustainability
- (c) Vehicle ownership/financing.

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22. DISQUALIFICATION OF TENDERERS

- 22.1 The CA may reject a tender from a person, firm or corporation who has committed an act contemplated in clause 47.3(d) to (l) of the Conditions of Contract in respect of this or a previous tender or contract, or a tender from a person, firm or corporation that is or was a shareholder, member or director of such a first-mentioned firm or corporation.
- 22.2 Any restriction imposed upon any person, firm or corporation may, for the purpose of these rules, be applied to any other undertaking with which such person, firm or corporation is associated. The expression "person, firm or corporation" includes an authorised employee or agent of such person, firm or corporation.
- 22.3 The CA may take into account any decision of any Organ of State with regard to the restriction of a tenderer in the evaluation process.
- 22.4 Decisions of the CA to disqualify any person, firm or corporation in terms of rules 22.1 to 22.3 and any revocation or variation of such decisions may be communicated by the CA to the departmental procurement structures of any other organ of state.

23. DISQUALIFICATION OF TENDER

The tender of any tenderer which does not conform to these Tender Rules and the instructions reflected in the official tender notice, if any, shall be void unless accepted by the CA.

24. TENDER ACCEPTANCE

- 24.1 All tenders duly submitted and accepted as valid tenders, will be taken into consideration by the CA unless these rules provide otherwise.
- 24.2 The CA will notify the successful tenderer by telefax or e-mail, or post of the fact that its tender has been accepted. In this regard the Post Office shall be regarded as the tenderer's agent, and delivery of such acceptance to the Post Office shall be treated as delivery to the tenderer. Any time period stipulated in this contract which is to be calculated from the time of the said notice must be calculated from the date of faxing, e-mailing or posting of such notice, as the case may be.
- 24.3 Once the tenderer has been advised in writing of the acceptance of its tender, the contract, as defined in the Conditions of Contract, will come into being,

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subject to the provisions in the various contract documents relating to, among other things, amendment or cancellation and any conditions stipulated in the letter of acceptance. After acceptance of a tender the successful tenderer will be called "the Operator" in the contract document.

25. OWNERSHIP AND CONFIDENTIAL NATURE OF DOCUMENTS

All tender and contract documents relating to this tender shall be regarded as confidential, shall remain the property of the CA and may not be sold or otherwise disposed of, subject to the Promotion of Access to Information Act 2 of 2000 and provided that information contemplated in Chapter 4 of that Act will not be disclosed except where disclosure is compulsory in terms of law.

26. ADDITIONAL QUALIFICATION FOR TENDERER

- 26.1 No tender will be considered if the company, close corporation, joint venture, partnership or consortium through which the services are to be performed (including, where appropriate, the business entity or undertaking of any person or entity exercising ownership control over the business or undertaking of the tenderer, or performing services on behalf of, or in the capacity as agent of the tenderer) does not operate according to business principles with financial ring-fencing, as required by regulation 5 of the National Land Transport Regulations on Contracting for Public Transport Services (Notice R.877 of 31 August 2009) made in terms of the Act.
- 26.2 Tenderers must also comply with any other relevant provisions of the Act or abovementioned Regulations.

27. SIGNING OF CONTRACT

- 27.1 After the acceptance of the tender, as contemplated in rule 26 the Operator must within seven days of being called upon to do so, sign the contract document (Form 20). The contract document will be prepared at the expense of the CA in accordance with Form 20 of the Tender Forms, with such amendments as are agreed to by the CA and the Operator. Such contract document shall incorporate the documents mentioned in clause 44 of the Conditions of Contract and shall have the purpose of consolidating all the terms of the agreement between the Parties. Where feasible, alterations made by means of addenda will be incorporated in the text of the relevant documents. Two contract documents will be signed, one for each Party.
- 27.2 The fact that the contract document referred to in rule 27.1 has been signed will not derogate from the provisions of rule 24.3 which provides that a binding contract will come into being as soon as the tenderer has been advised in writing that its tender has been accepted.

PART 2: RETURNABLE DOCUMENTS

2.1 LIST OF RETURNABLE SCHEDULES AND CERTIFICATES

This form has been included as an aid to ensure a tenderer's compliance with the completion of the returnable schedules and the inclusion of the required certificates.

DOCUMENT	SCHEDULE/CERTIFICATE DESCRIPTION	REQUIRED ACTION	TICK IF DONE
Form 1	Tenderer's address form for the delivery of addenda	Complete	
Form 2	Certificate of tenderer's attendance at Information Meeting	Complete	
Form 3	Form of Tender	Complete	
Form 4	Tax Clearance Certificate	Attach	
Form 5	Certificate of authority for signatory in respect of legal persons	Complete	
Form 6	Certificate of non-collusive tender in respect of a single tenderer	Complete	
Form 7	Certificate of authorisation for signatory and declaration of joint and several liability in respect of a consortium	Complete	
Form 8	Affidavit regarding previous convictions for offences	Complete	
Form 9	Declaration of interest	Complete	
Form 10	Schedule of existing public transport services operated by tenderer	Complete	
Form 11	Schedule of existing or proposed vehicles	Complete	
Form 12	Calculation of fixed and variable contract rates and contract amount	Complete	
Form 13	Claim for establishment costs	Complete	
Form 14	Operating licences or permits held by the tenderer	Complete	
Form 15	Proposed organisation structure of tenderer	Attach	
Form 16	Schedule of employees to be used on the contract	Complete	
Form 17	Declaration and undertaking in terms of regulation 5 of the National Land Transport Regulations on Contracting for Public Transport Services	Complete	
Form 18	Certificate of conditions of a loan, guarantee or other financial assistance provided to the tenderer	Complete	
Form 19	Declaration of financial support by owner	Complete	
MBD 9	Certificate of Independent Tender Determination	Complete	
MBD 6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations	Complete	
MBD 8	Declaration of expression of tenderer's past supply chain management practices	Complete	
TS1	B-BBEE Status Level Verification Certificate	Attach	
TS2	Company Registration Documents	Attach	
TS3	ID documents of the principals of the business	Attach	
TS4	Proof Of Registration on the National Centralised Supplier Database (CSD)	Attach	
TS5	Banking details	Complete	
TS6	Items relating to tender functional criteria	Attach	

2.2 RETURNABLE SCHEDULES AND CERTIFICATES

FORM 1: TENDERER'S ADDRESS FORM FOR THE DELIVERY OF ADDENDA

PARTICULARS OF TENDERER:

Name of tenderer:

Address of tenderer:

.....

.....

Name of contact person:

Telephone number:

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

I acknowledge receipt of the following addenda:

1. Addendum No. dated (Number of pages received ...)
2. Addendum No. dated (Number of pages received ...)
3. Addendum No. dated (Number of pages received ...)
4. Addendum No. dated (Number of pages received ...)
5. Addendum No. dated (Number of pages received ...)

..... Name

TENDERER/SIGNATORY

ON BEHALF OF TENDERER

DATE

WITNESSES:

1. Name:

2. Name:

FORM 3: FORM OF TENDER

1. I/we, having examined the tender documents for the provision of the above services, including all addenda issued after the date the tender documents were collected, hereby tender to render all or any of the services described in the attached documents to the City of Johannesburg on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender at the rates and on the terms inserted therein, which according to Form 12 of the Tender Forms give a total tender amount of R.....
.....
.....(words)
2. I/we agree that—
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Contracting Authority (CA) during the validity period indicated and calculated from the closing time of the tender until or such period for which it may be extended.
 - (b) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to sign the contract when called upon to do so, the CA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the CA and I/we will then pay to the CA any additional expense incurred by the CA having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the CA may also recover such additional expenditure by set-off against moneys which may be due or become due to me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the

CA may sustain by reason of my/our default;

- (c) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as delivery to me/us;
- (d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and then we choose *domicilium citandi et executandi* in the Republic at (full physical address of this place)

.....
.....

- 3. I/we undertake to give notice in writing of any change of the above *domicilium citandi et executandi* and related particulars, at least fourteen (14) days prior to such new particulars becoming effective.
- 4. I/we undertake to acknowledge receipt of all communications from the CA.
- 5. I/we acknowledge that any notice given in terms of this tender must be in writing and shall be deemed to have been received by the addressee—
 - (a) on the date of delivery if delivered by hand;
 - (b) on the eighth (8th) day following the date of posting, if posted by pre-paid mail;
 - (c) on the day after dispatch, if sent by courier, telefax, telegram or telex.
- 6. I/we have prepared this tender based on the specifications provided.
- 7. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the rates quoted cover all the work/item(s) specified in the tender documents and that the rates cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding rates and calculations will be at my/our risk.
- 8. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

9. I/we understand that the CA is not bound to accept the lowest or any particular tender it may receive, and that it or the CA will not defray any expenses incurred by me/us in tendering.
10. If my/our tender is accepted, I/we undertake to sign the *pro forma* contract (Form 20) included in this document within seven (7) days of being called upon to do so by the CA.
11. If my/our tender is accepted, and until the *pro forma* contract (Form 20) is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between me/us and the CA and shall be deemed for all purposes to be the contract agreement, together with the other documents listed in clause 44 of the Conditions of Contract, insofar as they are applicable.
12. I/we undertake to commence the services on the commencement date.
13. I/we undertake to provide proof of insurance in terms of clause 25 of the Conditions of Contract.
14. I/we declare that I/we have *participated/ not participated* in the submission of any other offer for the operation of the services described in the attached documents .If in the affirmative state the name(s) of the tenderer(s) involved:
.....
.....
.....
15. Are you duly authorised to sign this tender? *YES/NO
16. Has the Declaration of Interest (Form 9) been duly completed and included with the other tender forms? *YES/NO

*** Delete whichever is not applicable**

SIGNATURE(S) OF TENDERER OR
ASSIGNEE(S).....

DATE.....

Capacity and particulars of the authority under which this tender is signed:

Name of the Tenderer (in block letters):

Postal address (in block letters).....

Telephone Number(s).....

Facsimile number(s):

Tender number:

Name of contact person (block letters):

Tenderer's tax reference number.....

IMPORTANT CONDITIONS

1. Failure on the part of the tenderer to sign this Tender Form 3 and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
2. Tenders must be submitted on the official forms.
3. Despite clause 44 of the Conditions of Contract, if any of the conditions on this Tender Form 3 are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions will apply.

FORM 4: TAX CLEARANCE CERTIFICATE

Note:

A valid and current tax clearance certificate for the Operator issued by the SA Revenue Services must be attached.

**FORM 5: CERTIFICATE OF AUTHORITY FOR SIGNATORY IN RESPECT OF
LEGAL PERSONS**

Signatories for companies, close corporations, trusts or other legal persons must establish their authority by attaching a copy of the relevant resolution of the board of directors/members or authority as applicable, duly signed and dated. An example is shown below.

"The board of directors/members/..... (other)* of resolved at a meeting held at on the day of 20 that..... (the signatory), whose signature appears below, has been duly authorised to sign all documents in connection with tender(s) number(s) on behalf of the company/close corporation/..... (other)*.

SIGNED AT ON THIS THE DAY OF
20

.....
ON BEHALF OF THE COMPANY/CLOSE CORPORATION/TRUST/OTHER*
CAPACITY

.....
SIGNATURE

.....
NAME OF SIGNATORY

WITNESSES:

1. Name:
.....

2. Name:
.....

* **Delete whichever is not applicable**

FORM 6: CERTIFICATE OF NON-COLLUSIVE TENDER

I/we certify that this is a *bona fide* tender.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of tenders for this contract:

- (a) Fix or adjust the amount of this tender by, or under, or in accordance with any agreement or arrangement with any other person or, where applicable, any person outside the consortium;
- (b) communicate to a person or, where applicable, any person outside the consortium, other than the person calling for these tenders, the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (c) cause or induce any other person or, where applicable, any person outside the consortium, to communicate to me/it the amount or approximate amount of any rival tender for this contract;
- (d) enter into any agreement or arrangement with any other person or, where applicable, any person outside the consortium, to the effect that such person will refrain from tendering for this contract, or as to the amount of any tender to be submitted or the conditions on which a tender is made, nor cause or induce any other person to enter into any such agreement or arrangement;
- (e) offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person or, where applicable, any person outside the consortium, for doing or having done or causing or having caused

to be done in relation to any tender or proposed tender for this contract, any act or thing of the sort described above.

In this certificate, the term—

"person" includes any persons, body of persons or association, whether corporate or not; and

"agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

"person outside the consortium" means a person other than a director, member, partner or employee of the tenderer, a partnership, company, close corporation, trust or other entity being part of the consortium, or any employee of such a person, partnership, company, close corporation, trust or other entity.

SIGNED AT ON THIS THE DAY OF
.....20

.....
TENDERER/SIGNATORY ON BEHALF OF TENDERER

.....
NAME OF SIGNATORY

WITNESSES:

1. Name:
.....

2. Name:
.....

**FORM 7: CERTIFICATE OF AUTHORITY FOR SIGNATORY AND DECLARATION
OF JOINT AND SEVERAL LIABILITY IN RESPECT OF A CONSORTIUM**

Signatories for consortia must establish their authority by attaching a copy of the relevant resolution/agreement of the parties to such consortium, duly signed and dated.

We, the undersigned,
carrying on business as a consortium under the name and style of
.....
resolved/agreed at a meeting held at on the day of
..... 20..... that:

1. with regard to tenders by the consortium to the CA, we bind ourselves or respective corporations, or companies *in solidum* for any indebtedness, obligation or liability which may become due, owing and payable to the CA by the consortium. We undertake immediately to discharge the debt, obligation or liability to the CA on demand. We renounce the *beneficium ordinis seu excussionis et divisionis* and all other legal exceptions that could be raised or pleaded in answer to any claim by the CA, thus allowing the CA to enforce this undertaking against any one or more of us and cause execution to be levied against our assets without any prior or simultaneous action against the consortium or any other of us;

2. we individually indemnify the CA and will immediately pay to the CA on demand the amount of any claim which may be owing by the consortium. We undertake that our liabilities to the CA in terms hereof, shall not be affected by any change in the composition of the consortium from time to time unless the CA has expressly released us therefrom in writing. Any amounts and due dates of any liability, obligations or debt owed by the consortium shall be proved by a certificate signed by any official of the CA;

3. the CA may regard this consortium as a legal person and that we will give due notice in writing in the event of any alteration in the composition of the consortium. Such notice will be binding on the consortium if given in its name by any of the signatories hereto. Should any conflicting instructions be given at any time by different parties, the CA shall be entitled to act or decline to act on any of the instructions in its absolute discretion, which decision by the CA shall be final and binding on the consortium; and

4. (the signatory), whose signature appears below, has been duly authorised to sign all documents in connection with tender(s) number(s) on behalf of the consortium.

SIGNED AT ON THIS THE DAY OF20

SIGNATURES OF ALL PARTIES TO THE CONSORTIUM:

- 1.
for:
- 2.
for:
- 3.
for:

.....
SIGNATORY

WITNESSES:

- 1. Name:
- 2. Name:

*** Delete whichever is not applicable**

FULL NAMES OF COMPANIES, CLOSE CORPORATIONS, PARTNERSHIPS AND/OR NATURAL PERSONS FORMING THE CONSORTIUM:

1.

2.

3.

FORM 8: AFFIDAVIT REGARDING PREVIOUS CONVICTIONS FOR OFFENCES

[To be completed by or on behalf of the tenderer.]

I, the undersigned,, chief executive officer/managing director/managing member/other (specify) of (“the tenderer”) hereby make oath/affirmation and say:

The tenderer and/or any director, member or other office bearer of the tenderer have/have not* been convicted of any of the following offences (state date of conviction and the court involved):

- An offence under the National Land Transport Act 5 of 2009, the National Land Transport Transition Act 22 of 2000 or any other law for operating public transport without the necessary operating licence or permit
.....
- Any offence involving dishonesty or tax evasion
.....
- An offence under the National Road Traffic Act 93 of 1996, the Road Traffic Act 29 of 1989 or other road traffic legislation for which a fine of more than

R2000 or imprisonment for more than three months was imposed

-
- An offence listed in Schedule 1 of the Criminal Procedure Act 51 of 1977.
.....
- Possession of an unlicensed firearm or dangerous weapon as defined in the Dangerous Weapons Act 71 of 1968, or illegal possession of explosives
.....
- A conspiracy, incitement or attempt to commit an offence mentioned above
.....

[If space is insufficient, provide details on a separate sheet.]

SIGNED and sworn to/affirmed before me at on this day of 20..... by the deponent who acknowledged that he/she knows and understands the contents of this affidavit.

.....

Commissioner of Oaths

*** Delete whichever is not applicable.**

FORM 9: DECLARATION OF INTEREST

Any natural or legal person, including a person employed by the State, whether a national department, provincial administration or municipality (called “the State” in this document) or a person who acts on behalf of the State or a person having a kinship with a person employed by the State, including blood relationship, may make an offer or offers in terms of this tender invitation. In view of possible allegations of favoritism should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons who act on behalf of the State or to persons connected with or related to them, it is required that the tenderer or his or her authorized representative declares his or her position *vis-à-vis* the evaluating authority and/or his or her interest, where—

- the tenderer is employed by the State or acts on behalf of the State; and/or
- the natural or legal person on whose behalf the tender document is signed has a relationship with a person who is involved with the evaluation of the tender or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation of the tender.

In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

1. Are you or any person connected with the tenderer employed by the State, the CA or the Tender Board?

YES/NO*

If so, state particulars:

.....

.....

2. Do you, or any person connected with the tenderer, have any relationship (family, friend or other) with a person employed by the State, the CA or the Tender Board or their administration who may be involved with the evaluation or adjudication of this tender?

YES/NO*

If so, state particulars:
.....
.....

3. Are you, or any person connected with the tenderer, aware of any relationship (family, friend or other) between the tenderer and any person employed by the State, the CA or the Tender Board or their administration who may be involved with the evaluation or adjudication of this tender?

YES/NO*

If so, state particulars:
.....
.....

SIGNED AT ON THIS THE DAY OF20

Name:

TENDERER/SIGNATORY
ON BEHALF OF TENDERER

.....

POSITION OF DECLARANT

WITNESSES:

1. Name:

2. Name:

*** Delete whichever is not applicable**

FORM 10: SCHEDULE OF EXISTING PUBLIC TRANSPORT SERVICES
OPERATED BY TENDERER

In the table provided below the Operator must provide details of existing public transport services operated by the Operator, if any:

Service Area	Number of Routes	Number & Type of Vehicles	Approx. Total Daily km	Average Daily Passengers

*** Delete whichever is not applicable**

FORM 11: SCHEDULE OF EXISTING OR PROPOSED VEHICLES

Note:

1. All vehicles used must be registered, licensed and roadworthy as required by the National Road Traffic Act, 1996.
2. The Operator must only supply details of those vehicles that are intended for use on this contract.
3. Certificates of homologation for all vehicle types to be used during the contract period must be attached to this Form.
4. A copy of the last vehicle license issued must be attached for vehicles that are currently owned by the Operator.
5. Where vehicles are to be purchased or leased a copy of the vehicle license and proof that they have been registered in terms of the National Traffic Information System (NaTIS) must be produced before the commencement date.
6. In Table A provided below the Operator must provide details of its current vehicle fleet to be used on this contract, including spare vehicles.
7. In Table B provided below the Operator must provide details of new or additional vehicles that are to be acquired for this contract.

TABLE A: CURRENT FLEET TO BE USED ON CONTRACT

N = New U = Used P = Purchased L = Leased

Vehicle reg. no.	Type & model name of engine and chassis manufacturer	N/U	P/L*	Type of vehicle according to classification standard : S Midi : M Train : T	Name of body manufacturer	Year of first registration of chassis	Year of rebuild/ rehabilitation		Age (years)		Engine			Passenger capacity	
							Body	Chassis	Engine	Current body on chassis	Type	Kwout-put	Year re-con	Seated	Standing

AVERAGE AGE CALCULATION: CHASSISBODIES

* Copies of agreements to be provided if requested

TABLE B: NEW OR ADDITIONAL VEHICLES TO BE ACQUIRED

N = New U = Used P = Purchased L = Leased

Vehicle reg. no.	Type & model name of engine and chassis manufacturer	N/U	P/L*	Type of vehicle according to classification standard : S Midi : M Train : T	Name of body manufacturer	Year of first registration of chassis	Year of rebuild/ rehabilitation		Age (years)		Engine			Passenger capacity	
							Body	Chassis	Engine	Current body on chassis	Type	kw output	Year re-con	Seated	Standing

AVERAGE AGE CALCULATION: CHASSISBODIES

* Copies of contracts to be provided if requested

FORM 12: CALCULATION OF FIXED AND VARIABLE CONTRACT RATES
AND CONTRACT AMOUNT

Note:

1. The variable cost component

A variable contract rate (price per kilometre) is to be calculated per vehicle type.

The Tenderer must provide detailed information on each of the cost elements for each vehicle type in Tables 1A, 1B, 1C and 1D. The information must be provided for each cost element for the first twelve months of the contract period.

2. The fixed cost component

A fixed contract rate (rate per vehicle) is to be calculated per vehicle type.

To support the Tenderer'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.

The Tenderer 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. The information must be provided for the first year of contract.

The Tenderer must provide information on general costs to be incurred on each aspect in the first twelve months of contract on Table 4.

3. Calculation of the fixed and variable contract rates

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

TABLE 2A: STAFF DETAILS FOR 12 MONTH PERIOD

POSITION	QTY	Average salary/wage	Total Basic Salary/wages	Over time	Sub Total	Housing	Medical fund ¹	Car allow-ance	UIF ¹	Provident Fund ¹	Leave provision	Other benefits ²	Sub Total	Total cost to company	Status ³
MANAGEMENT			-		-								0	-	
Managing director			-		-								0	-	
General Manager			-		-								0	-	
Financial Manager			-		-								0	-	
Operations Manager			-		-								0	-	
Engineering Manager			-		-								0	-	
			-		-								0	-	
ADMINISTRATIVE			-		-								0	-	
PA to MD			-		-								0	-	
Secretary to MD			-		-								0	-	
Schedules Clerk, Ticket Clerk, Clerk			-		-								0	-	
Senior Clerk			-		-								0	-	
Data Capture Clerk			-		-								0	-	
Telephonist, Telephonist/Receptionist			-		-								0	-	
Gate Keeper, Security Guard, Night Watchman			-		-								0	-	
Messenger			-		-								0	-	
Typist/Clerk			-		-								0	-	
Chef-Cook			-		-								0	-	
Tea Person, Canteen Assistant			-		-								0	-	
Planning Clerk, Register Clerk			-		-								0	-	
Wage clerk/HR&IR Supervisor			-		-								0	-	
			-		-								0	-	
TOTAL	0	R 0.00	0	R 0.00	0	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	0	0	

Notes:

1. Company contribution to these aspects
2. Cost of other benefits such as canteen subsidies, clinics, etc which is provided as part of current normal employment conditions
3. Indicate by eg 3W, 1B,1I, 1C meaning 3 White, 1 Black, 1 Indian, 1 Coloured

TABLE 2B: STAFF DETAILS FOR 12 MONTH PERIOD

POSITION	QTY	Average salary/wage	Total Basic Salary/wages	Over time	Sub Total	Housing	Medical fund ¹	Car allow-ance	UIF ¹	Provident Fund ¹	Leave provision	Other benefits ²	Sub Total	Total cost to company	Status ³
DRIVERS			-		-								0	-	
			-		-								0	-	
TRAFFIC			-		-								0	-	
Driving Instructor			-		-								0	-	
Senior Inspector			-		-								0	-	
Inspector			-		-								0	-	
Regulator, Transport Officer, Rank Despatcher, Point Controller			-		-								0	-	
Senior Regulator			-		-								0	-	
Route Despatcher, Sub-Depot Despatcher			-		-								0	-	
Sales Point Controller, Clipcard Seller, Season Ticker Seller			-		-								0	-	
Ticket Seller, Cashier Mobile, Driver Cashier Mobile			-		-								0	-	
Flycheck Driver, Chauffeur, Service Vehicle Driver			-		-								0	-	
Light Vehicle Driver, Mobile Driver			-		-								0	-	
Roster Clerk (Traffic), Traffic Clerk			-		-								0	-	
Private Hire Clerk, Special Hire Clerk			-		-								0	-	
Ticket Office Clerk, Cashier, Setright Clerk			-		-								0	-	
Senior Ticket Office Clerk			-		-								0	-	
Senior Operations Clerk			-		-								0	-	
Senior Cashier			-		-								0	-	
Operations Clerk, Clerk (Traffic)			-		-								0	-	
Duty Staff Bus Driver			-		-								0	-	
Operator			-		-								0	-	
Hostess, Steward			-		-								0	-	
			-		-								0	-	
TOTAL	0	R 0.00	0	R 0.00	0	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	0	0	

Notes:

1. Company contribution to these aspects
2. Cost of other benefits such as canteen subsidies, clinics, etc which is provided as part of current normal employment conditions
3. Indicate by eg 3W, 1B,1I, 1C meaning 3 White, 1 Black, 1 Indian, 1 Coloured

TABLE 2C: STAFF DETAILS FOR 12 MONTH PERIOD

POSITION	QTY	Average salary/wage	Total Basic Salary/wages	Over time	Sub Total	Housing	Medical fund ¹	Car allow-ance	UIF ¹	Provident Fund ¹	Leave provision	Other benefits ²	Sub Total	Total cost to company	Status ³
ENGINEERING			-		-								0	-	
Foreman			-		-								0	-	
Artisan (negotiated for)			-		-								0	-	
Operatives (grades A, B, C and D)			-		-								0	-	
Honorary Artisan			-		-								0	-	
Trade Worker (Grades P16 to P14)			-		-								0	-	
Trade Trainee (Grades P16 to P14)			-		-								0	-	
Grade 5			-		-								0	-	
Technician			-		-								0	-	
Assistant Technician			-		-								0	-	
Grade 4			-		-								0	-	
Artisan's Assistant			-		-								0	-	
General Hand			-		-								0	-	
Trade Assistant (P19 to P17)			-		-								0	-	
Works Staff, General Worker			-		-								0	-	
Tyre Attendant			-		-								0	-	
Tyre Programmer			-		-								0	-	
Senior Engineering Clerk, Engineering Clerk			-		-								0	-	
Stores Clerk, Stores Assistant			-		-								0	-	
Driver Shunter, Technical Driver			-		-								0	-	
Setright Mechanic			-		-								0	-	
Vehicle Checker (FOWL)			-		-								0	-	
Fuel Attendant			-		-								0	-	
Steam Jenny Operator, Steam Cleaner			-		-								0	-	
Bus Cleaner, Cleaner, Bus Washer			-		-								0	-	
Fork Lift Driver			-		-								0	-	
Greaser			-		-								0	-	
Workshop Cleaner, Cleaner, Yard Cleaner			-		-								0	-	
Handyman, Handyman Estates			-		-								0	-	
Labourer			-		-								0	-	
Trimmer, Upholsterer			-		-								0	-	
Assistant Handyman			-		-								0	-	
Spray Painter, Painter, Signwriter			-		-								0	-	
Assistant Painter			-		-								0	-	
Stores Driver, Heavy Vehicle Driver			-		-								0	-	
Data Typist, Data Input Clerk			-		-								0	-	
Stores Data Clerk			-		-								0	-	
Shedman (Grades A3 to A5)			-		-								0	-	
Shunter Driver			-		-								0	-	
Taco Mechanic, Taco Clerk			-		-								0	-	
Brake Attendant			-		-								0	-	
TOTAL	0	R 0.00	0	R 0.00	0	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	0	0	

Notes:

1. Company contribution to these aspects
2. Cost of other benefits such as canteen subsidies, clinics, etc which is provided as part of current normal employment conditions
3. Indicate by eg 3W, 1B,1I, 1C meaning 3 White, 1 Black, 1 Indian, 1 Coloured

TABLE 6: SUMMARISED FIXED AND VARIABLE COST 1ST YEAR

COST CATEGORY		Bus trains	Buses	Midibuses	Minibuses	TOTAL
VARIABLE COSTS						
Fuel (Diesel and petrol)	Table 1A-D					
Tyres	Table 1A-D					
Maintenance and spares	Table 1A-D					
Oil and lubricants	Table 1A-D					
A. TOTAL VARIABLE COSTS						
FIXED COSTS						
Instalments	Table 3B-E					
Depreciation	Table 3B-E					
Insurance (vehicle insurance)	Table 3B-E					
Licence fees	Table 3B-E					
EFVE	Table 3B-E					
Vehicle tracking	Table 3B-E					
Operating licences and permits	Table 3B-E					
Drivers' wages and cost	Table 2B					
Traffic wages and cost	Table 2B					
Engineering wages and cost	Table 2C					
Administrative salaries and cost	Table 2A					
Management salaries and cost	Table 2A					
General costs	Table 4					
B. TOTAL FIXED COSTS						
C. TOTAL COSTS (before profit)						
D. PROFIT ALLOCATION						
E. TOTAL COSTS YEAR 1 (C+ D)						

Note

1. Wages/salaries and cost to be allocated based on number of vehicles in each vehicle type
2. General costs to be allocated pro-rata to number of vehicles per vehicle type
3. Profit to be allocated pro-rata to number of vehicles per vehicle type

TABLE 7: RATE CALCULATION					
		Bus trains	Buses	Midibuses	Minibuses
TOTAL VARIABLE COSTS	<i>Table 6</i>				
Min: Operating income	<i>Table 5</i>				
Plus: Pro-rata Profit					
<i>Variable costs shortfall</i>					
Number of kilometres					
Rate per kilometre (Rands)					
TOTAL FIXED COSTS	<i>Table 6</i>				
Min: Pro-rata Operating income	<i>Table 5</i>				
Plus: Pro-rata Profit					
<i>Fixed costs shortfall</i>					
Number of vehicles					
Fixed cost/vehicle (Rands)					
Note:					
1. Pro-rata Operating income means the income as based on the calculations in Table 3 per vehicle type					
2. Pro-rata Profit means the profit allocated based on the % split between the fixed and variable costs in terms of Total Cost (before profit) in Table 6					

Based on the information in the above Tables, the following rates are hereby tendered:

Variable contract rate: R..... per kilometre

Fixed contract rate: Vehicle type: R..... per vehicle

Vehicle type: R..... per vehicle

Vehicle type: R..... per vehicle

CALCULATION OF CONTRACT AMOUNT

Based on the Tables completed above and the rates tendered above, the estimated Contract Amount is calculated as follows:

Estimated kilometres over the contract period: km

..... km X R..... (Variable contract rate) = R.....

R..... (Fixed contract rate for vehicles = R.....

R..... (Fixed contract rate for vehicles = R.....

R..... (Fixed contract rate for vehicles = R.....

R..... (Fixed contract rate for vehicles = R.....

Add establishment costs (if any) as calculated on Form 13 = R.....

TOTAL (CONTRACT AMOUNT) R.....

FORM 13: CLAIM FOR ESTABLISHMENT COSTS

Note:

1. Should the tenderer wish to claim establishment cost, the Table provided below must be completed and submitted.

Budgeted Establishment Cost (Page 1)

Budgeted Establishment Cost (Page 1)				
Total			R	-
	Cost/unit	Quantity	Total	
Office Development			R	-
Pay lease deposit (3 months)	R		R	-
Municipal/Utility deposit (if net lease)	R		R	-
Office Furniture and Equipment			R	-
Board room			R	-
Table	R		R	-
Chairs	R		R	-
Flip chart	R		R	-
Pens	R		R	-
Cupboard	R		R	-
Dustbin	R		R	-
Meeting room(s)			R	-
Table	R		R	-
Chairs	R		R	-
Cupboard	R		R	-
Dustbin	R		R	-
Management office(s)			R	-
Desk	R		R	-
Comfortable chair	R		R	-
Chairs	R		R	-
Credenza	R		R	-
Filing cabinet	R		R	-
Printer (small)	R		R	-
Dustbin	R		R	-
Open plan			R	-
Work stations	R		R	-
Work station chairs	R		R	-
Work table	R		R	-
Filing cabinets	R		R	-
Printer, Copier, Fax Scanner (large)	R		R	-
Flip chart	R		R	-
Dustbins	R		R	-
Safe (fire proof)	R		R	-
Crockery	R		R	-
Kettle	R		R	-
Microwave	R		R	-
Fridge	R		R	-
Office cleaning material	R		R	-
Office cleaning equipment	R		R	-
Fire extinguisher	R		R	-
First aid	R		R	-
Training room			R	-
Tables/desks	R		R	-
Chairs	R		R	-
White boards	R		R	-
Flip chart	R		R	-
Dustbins	R		R	-

Budgeted Establishment Cost (Page 2)

Reception			R	-
Desk	R		R	-
Office chair	R		R	-
Dustbin	R		R	-
Client seating	R		R	-
Coffee table	R		R	-
Computer Hardware and Accessories			R	-
Desktop computer and monitor	R		R	-
Keyboard and mouse	R		R	-
Printer (colour)	R		R	-
Modem	R		R	-
Notebook computer	R		R	-
Server	R		R	-
Air conditioner	R		R	-
Cabling	R		R	-
Wireless	R		R	-
Surge protector	R		R	-
Computer locks	R		R	-
UPS	R		R	-
Computer Software Systems			R	-
Windows server	R		R	-
Microsoft Office Suite (Professional)	R		R	-
Virus protection software	R		R	-
Accounting software	R		R	-
Payroll software	R		R	-
Inventory management	R		R	-
Vehicle management system	R		R	-
Vehicle tracking system	R		R	-
Communications			R	-
Telephone lines	R		R	-
Internet connection	R		R	-
Toll-free line	R		R	-
Desk telephone	R		R	-
Fax machine	R		R	-
Answering machine/service	R		R	-
Speakerphone	R		R	-
Cellular telephone with internet features	R		R	-
Alarm system	R		R	-
Internal communication system	R		R	-
Two way radio	R		R	-
Intercom (at door)	R		R	-
General Office Supplies			R	-
Business cards	R		R	-
Envelopes (standard)	R		R	-
Envelopes (large)	R		R	-
Stationery (other)	R		R	-
Postage stamps	R		R	-
Printer cartridges (e.g. LaserJet)	R		R	-
CDs	R		R	-
Pencils and pens	R		R	-
Printer paper (per ream)	R		R	-
Vehicles			R	-
Operating licenses	R		R	-

Budgeted Establishment Cost (Page 3)

Budgeted Establishment Cost (Page 3)			
Staff Uniforms and Protective Clothing*			R -
<i>Driver</i>			R -
Uniform	R		R -
Shoes	R		R -
Safety vest	R		R -
Rain suits	R		R -
Other (specify)	R		R -
Depot Services Staff			R -
Uniform	R		R -
Shoes	R		R -
Safety vest	R		R -
Rain suite	R		R -
Other (specify)	R		R -
Route Controllers			R -
Uniform	R		R -
Shoes	R		R -
Safety vest	R		R -
Rain suite	R		R -
Other (specify)	R		R -
Inventory			R -
Tyres	R		R -
Lubricants	R		R -
Cleaning material	R		R -
Roaming Bakkie Kit Out			R -
Tools	R		R -
Compressor	R		R -
Generator	R		R -
Light	R		R -
Depot kit out			R -
Pay deposit	R		R -
Cleaning material opening inventory	R		R -
Fuel opening inventory	R		R -
Parts opening inventory	R		R -
Lubricants opening inventory	R		R -
Workshop tools	R		R -
Other (specify)	R		R -
General			R -
Post box	R		R -
Other			
* Only if CA requires this from start of operations. Replacement uniforms to be included in costing for subsequent years			

FORM 15: PROPOSED ORGANISATION STRUCTURE OF TENDERER

The management organisation structure that is proposed to be established by the tenderer to manage the contract must be indicated by means of an organogram.

Tenderers must state which staff categories will be full time and which will be part time.

FORM 16: SCHEDULE OF EMPLOYEES TO BE USED ON THE CONTRACT

BARGAINING UNIT JOB CATEGORIES		
JOB CATEGORY	NUMBER	MINIMUM WAGE*
A. TRAFFIC		
Driving Instructor		
Driver/Conductor, Conductor, OMO		
Regulator, Transport Officer, Rank Despatcher, Point Controller		
Senior Regulator		
Despatcher, Route Despatcher, Sub-Depot Despatcher		
Light Vehicle Driver, Mobile Driver		
Roster Clerk (Traffic), Traffic Clerk		
Operations Clerk, Clerk		
Duty Staff Bus Driver		
Operator		
ENGINEERING		
Artisan (negotiated for)		
Operatives (grades A, B, C and D)		
Honorary Artisan		
Trade Worker (Grades P16 to P14)		
Trade Trainee (Grades P16 to P14)		
Grade 5		
Technician		
Assistant Technician		
Grade 4		

Artisan's Assistant		
General Hand		
Trade Assistant (P19 to P17)		
Works Staff, General Worker		
Tyre Attendant		
Tyre Programmer		
Senior Engineering Clerk, Engineering Clerk		
Stores Clerk, Stores Assistant		
Driver Shunter, Technical Driver		
Setright Mechanic		
Vehicle Checker (FOWL)		
Fuel Attendant		
Steam Jenny Operator, Steam Cleaner		
Bus Cleaner, Cleaner, Bus Washer		
Fork Lift Driver		
Greaser		
Workshop Cleaner, Cleaner, Yard Cleaner		
Handyman, Handyman Estates		
Labourer		
Trimmer, Upholsterer		
Assistant Handyman		
Spray Painter, Painter, Signwriter		
Assistant Painter		
Stores Driver, Heavy Vehicle Driver		
Data Typist, Data Input Clerk		

Stores Data Clerk		
Shedman (Grades A3 to A5)		
Shunter Driver		
Taco Mechanic, Taco Clerk		
Brake Attendant		
C ADMINISTRATION		
Schedules Clerk, Ticket Clerk, Clerk		
Senior Clerk		
Data Capture Clerk		
Telephonist, Telephonist/Receptionist		
Gate Keeper, Security Guard, Night Watchman		
Messenger		
Typist/Clerk		
Chef-Cook		
Tea Person, Canteen Assistant		
Planning Clerk, Register Clerk		
TOTAL		

***NOTE:**

1. These wages are the minimum that will be paid per month to employees required to operate this tender.
1. The Tenderer is advised that minimum wages must be in accordance with the latest Main Agreement of the South African Road Passenger Bargaining Council (SARPBAC), (see clause 28 of the Conditions of Contract).
2. The information provided on this form must correspond with the information provided in Tables 2A, 2B and 2C on Form 12.

FORM 17: DECLARATION AND UNDERTAKING IN TERMS OF REGULATION 5 OF THE NATIONAL LAND TRANSPORT REGULATIONS ON CONTRACTING FOR PUBLIC TRANSPORT SERVICES

[To be signed by the person specified in Form 1 as authorised to sign tender documents on behalf of the tenderer.]

I, in my capacity as of [the tenderer], and duly authorised to make this declaration, hereby confirm that I am aware of and understand the requirements of regulation 5 of the National Land Transport Regulations on Contracting for Public Transport Services, 2009 promulgated in terms of the National Land Transport Act 5 of 2009 (“the Act”), pertaining to the requirements for qualification as a tenderer for a subsidised service contract.

I confirm that [the tenderer]—

- (a) conducts his/her/its public transport operations according to business principles with financial ringfencing, as required by the abovementioned regulation 5; and
- (b) is liable to pay income tax; and
- (c) has not received for the purposes of the present tender and any contract which may be awarded to the tenderer as a consequence of the present tender, and will not for the duration of any contract which may be awarded to it pursuant to that tender, receive any unfair advantage as regards access to financial or other support or resources from any organ of state, unless such advantage is part of subsidies paid in terms of an existing contract as defined in the Act.

I am aware that should any aspect of the above declaration be proved false or incorrect, it may result in the disqualification of the tenderer, or in termination of any contract awarded to the tenderer pursuant to the above tender.

.....Authorised signatory

**FORM 18: CERTIFICATE OF CONDITIONS OF A LOAN, GUARANTEE OR OTHER
FINANCIAL
ASSISTANCE PROVIDED TO THE TENDERER**

Instructions:

The purpose of this form is to illustrate to the evaluating committee what forms of assistance are provided to the tenderer by third parties. The evaluating committee will use the form to determine provisionally whether a tenderer is the recipient of an unfair advantage as contemplated in regulation 5 of the National Land Transport Regulations on Contracting for Public Transport Services, 2009 made in terms of the National Land Transport Act5 of 2009.

This form must be completed by any entity that provides or intends to provide assistance to the tenderer, including but not limited to:

- *its banker;*
- *any ultimate holding company/entity;*
- *any direct holding company/entity;*
- *any subsidiary company/entity or;*
- *any fellow subsidiary company/entity.*

The types of assistance to be listed include, but are not limited to:

- *Bank overdrafts*
- *Guarantees*
- *Suretyships*
- *Lease of the bus fleet*
- *Hire of the bus fleet*
- *Funds advanced to the tenderer*
- *Expenditure paid on behalf of the tenderer*
- *Loan accounts (current and long term)*

Tenderers are urged to ensure that this form is completed by any organisation which provides or intends to provide assistance to the tenderer. If in doubt, tenderers must discuss the question with the CA through the main contact person as indicated in the tender documents.

In the case of the tenderer's banker, the form must be signed by the bank manager. In the case of any other organisation, the form must be signed by a person with the necessary authority (e.g. the chief financial officer or equivalent, or the chief executive officer or equivalent). If in doubt, tenderers must discuss the question with the CA through the main contact person as indicated in the tender documents.

I,, in my capacity as Branch Manager/Chief Executive Officer of ("the Financier"), and duly authorised to provide this certificate on behalf of the Financier, hereby confirm that the Financier has provided (the tenderer) with financial assistance in the form of (mark applicable one(s) with an X):

- Loans
- Guarantees
- Suretyships
- Facility(ies)
- Other (specify)

Particulars of any and all material financial assistance provided to the tenderer and the terms and conditions thereof are set out below:

1. Description

.....
.....

a) Present value of assistance

.....

- b) Future value of assistance already negotiated
.....
- c) Date of expiry of assistance
.....
- d) Repayment terms
.....
- e) Security (nature, value)
.....
- f) Name(s) of entity(ies) providing security, directly or indirectly
.....
.....
- g) Cost of assistance (e.g. interest at prime rate).....
- h) Other material terms and conditions pertaining to the assistance
.....
.....
.....

2. Description

- a) Present value of assistance
.....
- b) Future value of assistance already negotiated
.....
- c) Date of expiry of assistance
.....
- d) Repayment terms
.....
- e) Security (nature, value)
.....
- f) Name(s) of entity(ies) providing security, directly or indirectly
.....
.....
- g) Cost of assistance (e.g. interest prime rate).....

h) Other material terms and conditions pertaining to the assistance

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

3. Description

.....

a) Present value of assistance

.....

b) Future value of assistance already negotiated

.....

c) Date of expiry of assistance

.....

d) Repayment terms

.....

e) Security (nature, value)

.....

f) Name(s) of entity(ies) providing security, directly or indirectly

.....
.....

g) Cost of assistance (e.g. interest at prime rate).....

h) Other material terms and conditions pertaining to the assistance

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

4. Description

.....

a) Present value of assistance

.....

b) Future value of assistance already negotiated

.....

c) Date of expiry of assistance

.....

d) Repayment terms

.....

- e) Security (nature, value)
.....
- f) Name(s) of entity(ies) providing security, directly or indirectly
.....
.....
- g) Cost of assistance (e.g. interest at prime rate).....
- h) Other material terms and conditions pertaining to the assistance
.....
.....
.....

[Particulars may be attached by means of an annexure.]

I confirm that the Financier’s decision to provide all facets of the above financial assistance to the tenderer was based solely on commercial considerations, following an evaluation of the operations and financial position of the tenderer.

I specifically record that except as indicated above, the decision to provide financial assistance to the tenderer was not directly or indirectly influenced by the intervention of any organ of state.

I confirm that the above particulars accurately represent all of the material aspects of the agreement between the Financier and the tenderer, and that no undisclosed terms, conditions or warranties apply.

.....
Branch Manager/CEO

.....
Full names

.....
Date

Official stamp of Financier:

FORM 19: DECLARATION OF FINANCIAL SUPPORT BY OWNER

Instructions:

1. *This form must be completed for each participant in a consortium/joint venture and all sub-contractors to the Operator/consortium/joint venture that are known at the time of tendering.*

2. *This form must be completed by each person/entity exercising ownership control over the tenderer or each consortium/joint venture member.*

3. *If there is any uncertainty regarding the entities within a group of entities that must sign this declaration, tenderers must ask the CA for guidance.*

I,, in my capacity as Chief Executive Officer of (“the Owner”), and duly authorised to make this declaration, hereby confirm that the Owner exercises ownership control over (“the tenderer”) as contemplated in regulation 5 of the National Land Transport Regulations on Contracting for Public Transport Services, 2009 made in terms of the National Land Transport Act5 of 2009.

I further confirm that the Owner has made or provided financial assistance or support to the tenderer by means of the following:

1.
2.
3.
4.

(including investments, grants, subsidies, concessions, loans, guarantees or other means)

Material particulars of such assistance are set out below:

1. Description

-
- a) Present value of assistance
.....
- b) Future value of assistance already negotiated
.....
- c) Date of expiry of assistance
.....
- d) Repayment terms
.....
- e) Security (nature, value)
.....
- f) Name(s) of entity(ies) providing security, directly or indirectly
.....
.....
- g) Cost of assistance (e.g. interest at prime rate).....
- h) Other material terms and conditions pertaining to the assistance
.....
.....

2. Description

-
- a) Present value of assistance
.....
- b) Future value of assistance already negotiated
.....
- c) Date of expiry of assistance
.....
- d) Repayment terms
.....
- e) Security (nature, value)
.....

f) Name(s) of entity(ies) providing security, directly or indirectly

.....
.....

g) Cost of assistance (e.g. interest at prime rate)

h) Other material terms and conditions pertaining to the assistance

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

3. Description

.....

a) Present value of assistance

.....

b) Future value of assistance already negotiated

.....

c) Date of expiry of assistance

.....

d) Repayment terms

.....

e) Security (nature, value)

.....

f) Name(s) of entity(ies) providing security, directly or indirectly

.....
.....

g) Cost of assistance (e.g. interest at prime rate)

h) Other material terms and conditions pertaining to the assistance

.....
.....

4. Description

.....

a) Present value of assistance

.....

b) Future value of assistance already negotiated

.....

- c) Date of expiry of assistance
.....
- d) Repayment terms
.....
- e) Security (nature, value)
.....
- f) Name(s) of entity(ies) providing security, directly or indirectly
.....
.....
- g) Cost of assistance (e.g. interest at prime rate)
- h) Other material terms and conditions pertaining to the assistance
-
-

I specifically record that, except as indicated above, the decision to provide financial assistance to the tenderer was not directly or indirectly influenced by the intervention of any organ of state.

I confirm that the above particulars accurately represent all of the material aspects relating to the financing arrangements between the Owner and the tenderer, and that no undisclosed terms, conditions or warranties apply.

.....
Chief Executive Officer

.....
Date

MBD 9 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Standard Bid Document (MBD) must form part of all tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)². Collusive tendering is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. Disregard the tender of any tenderer if that tenderer, or any of its directors, have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.

This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.

In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals

² Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying Tender:

.....
(Tender Number and Description)

In response to the invitation for the Tender made by the:

City of Johannesburg City

Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:
..... that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the respondent to sign this Certificate, and to submit the accompanying tender, on behalf of the respondent;
4. Each person whose signature appears on the accompanying tender has been authorized by the respondent to determine the terms of, and to sign the tender, on behalf of the respondent;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the respondent, whether or not affiliated with the respondent, who:
 - (a) Has been requested to submit a tender in response to this tender invitation;
 - (b) Could potentially submit an tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the respondent and/or is in the same line of business as the respondent.

6. The respondent has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation);
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a tender;
 - (e) The submission of an tender which does not meet the specifications and conditions of the tender; or
 - (f) Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the respondent, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, expressions of interest that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business

³ *Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.*

with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature Date

.....
Position Name of Tenderer

MBD 4: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state⁴, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the tenderer is employed by the state; and/or
- the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

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

2.1 Full Name of tenderer or his or her representative:
.....
.....

2.2 Identity Number:
.....
.....

2.3 Position occupied in the Company (director, trustee, shareholder⁵):
.....
.....

2.4 Company Registration Number:

⁴ State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

⁵ Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

.....
.....

2.5 Tax Reference Number:

.....
.....

2.6 VAT Registration Number:

.....
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the tenderer **YES / NO** presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....
Name of state institution at which you or the person connected to the tenderer is employed:

.....
.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO** the appropriate authority to undertake remunerative work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the tender **YES / NO** document?

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the tender.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors /
YES / NO
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the tenderer, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this tender?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the tenderer,
YES/NO
aware of any relationship (family, friend, other) between
any other tenderer and any person employed by the state
who may be involved with the evaluation and or adjudication
of this tender?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members
YES/NO
of the company have any interest in any other related companies
whether or not they are tendering for this contract?

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral Number

4. **DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Tenderer

MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

NB: *Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the preferential procurement regulations, 2017.*

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R 50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R 50 000 000.00 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

or

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted%
- ii) The name of the sub-contractor

.....

- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

.....

8.2 VAT registration number:

.....

8.3 Company registration number:

.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporation (CC)
- Public Company (Ltd)
- Private Company ((Pty) Ltd)

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business: years

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the City of Johannesburg of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs,

dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the City of Johannesburg of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:

- (c) Telephone and cell number:

- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,
(full names),
do hereby declare, in my capacity as
of(name
of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 8: DECLARATION OF EXPRESSION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The tender of any tenderer may be disregarded if that tenderer, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

Item	Question	Yes	No
4.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of Tenderer

TS1: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

An original or certified copy of a valid B-BBEE Status Level Verification Certificates to substantiate the Tenderer's B-BBEE rating claim must be attached to this page.

TS2: COMPANY REGISTRATION DOCUMENTS

Company Registration Documents from the Company Intellectual Property Commission (CIPC) must be attached to this page.

TS3: ID DOCUMENTS OF THE PRINCIPALS OF THE BUSINESS

Certified copies of the ID documents of the principals of the business must be attached to this page.

The Principles of the business are as follows:

Form of Business	Principals
Company	The Directors of the company
Close Corporation	The key Members upon whom rests the direction of the affairs of the Close Corporation as a whole
Partnership	The key Partners upon whom rests the direction of the affairs of the Partnership as a whole
Joint Venture	The key Partners upon whom rests the direction of the affairs of the Joint Venture as a whole
Sole Proprietor	The Sole Owner of the business

Note: The date of certification must be less than 3 months from the date of the tender closure.

TS4: PROOF OF REGISTRATION ON THE NATIONAL CENTRALISED SUPPLIER DATABASE (CSD)

Only suppliers who are registered on the national Centralised Supplier Database (CSD) will be considered for appointment. Proof of registration on the national CSD must be attached to this page.

TS5: BANKING DETAILS

The Tenderer shall provide details of its banker and auditing accountant below.

Bank Details –

Bank Name:

Address:

Account
Number:

Contact Person:

Tel No.:

Fax No.:

Auditor Details –

Firm Name:

Address:

Contact Person:

Tel No.:

Fax No.:

SIGNED ON BEHALF OF THE TENDERER:

.....

TS6: ITEMS RELATING TO TENDER FUNCTIONAL CRITERIA

Tenderers shall provide details relating to tender functional criteria that will enable them to score maximum points for each functional area in the Table below. Submissions under each functional area must be clearly marked.

Functional area	Description	Points
Previous operational record	No audited records of paid invoices or operational income from providing public transport services in the past three years.	0
	Audited records of paid invoices or operational income from providing public transport services less than 30 000km or revenue of less than R1 million in the past three years.	4
	Audited records of paid invoices or operational income from providing public transport services more than 30 000km or revenue of more than R1 million in the past three years and services less than 60 000km or revenue of less than R2 million in the past three years.	10
	Audited records of paid invoices or operational income from providing public transport services more than 60 000km or revenue of more than R2 million in the past three years.	30
Vehicle profile	Bidder has no letter of guarantee or credit from a financial institution proving financial capacity to acquire the required fleet size within a month of being awarded the contract, or already has the required fleet size.	0
	Bidder either has letter of guarantee or credit from a financial institution proving financial capacity to acquire the required fleet size within a month of being awarded the contract, or already has the required fleet size, and that no vehicle in the fleet, will not be or is not older than 15 years (based on vehicle registration certificate) at the time of awarding the contract	6
	Bidder either has letter of guarantee or credit from a financial institution proving financial capacity to acquire the required fleet size within a month of being awarded the contract, or already has the required fleet size, and that no vehicle in the fleet, will not be or is not older than 10 years (based on vehicle registration certificate) at the time of awarding the contract	10

Functional area	Description	Points
	Bidder either has letter of guarantee or credit from a financial institution proving financial capacity to acquire the required fleet size within a month of being awarded the contract, or already has the required fleet size, and that no vehicle in the fleet, will not be or is not older than 5 years (based on vehicle registration certificate) at the time of awarding the contract	20
Depots	No provisional lease agreement for a depot, or title deed for depot ownership, which the bidder will use for depot purposes. The contract will be awarded on proof of having access to a depot.	0
	Bidder has provisional lease agreement for a depot, or title deed for depot ownership, which the bidder will use for depot purposes, and the depot. The contract will be awarded on proof of having access to a depot.	20
Services and maintenance schedule	Bidder submits no provisional maintenance plan for the fleet to be operated.	0
	Bidder submits a provisional maintenance plan for evaluation, relating to the fleet to be operated showing how the fleet maintenance plan will guarantee reliability of at least 98% during the contract period. The maintenance plan must be prepared in terms of the items listed in Schedule 4 (v) of the Model Tender and Contract Documents (net-based) published in Government Gazette No. 36524 on 5 June 2013.	20
Additional/spare vehicle capacity	Bidder has no letter of guarantee from a financial institution proving financial capacity to acquire an additional 10% of the required fleet size within a month of being awarded the contract, or does not have the additional 10% of the required fleet size	0
	Bidder either has letter of guarantee from a financial institution proving financial capacity to acquire an additional 10% of the required fleet size within a month of being awarded the contract, or already has the additional 10% of the required fleet size	10

PART 3 SCHEDULES

Schedule 3.1(a) 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.

Schedule 3.1(b) 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 3. 2 VEHICLE SPECIFICATIONS (143 NEW BUSES or 150 OLD BUSES)

- BASIC TECHNICAL REQUIREMENTS FOR BUSES
 - 1.1 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 intarder 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?)		Same as for phase 1A and Phase 1B Same as for phase 1A & 1B

<p>High quality scratch resistant paint to be used.</p> <p>Logos: Rea Vaya BRT logo.</p> <p>Interior paint finish:</p> <p>Interior finishes</p> <p>Bus floors to be level for the entire interior of all buses</p> <p>Seat types: City comfort type seats or similar (The seats must be a comfortable commuter type).</p> <p>Seat material and colour: To be upholstered in a brightly coloured heavy-duty material that can be cleaned. The seat backs and the interior fittings must be graffiti resistant. Preferential seats should be clearly identifiable. The visual clarity</p>		<p>Same as for phase 1A & 1B</p> <p>Same as for phase 1A & 1B</p>
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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

<p>recommendation to be made in consideration with rest of interior finish.</p> <p>On-board waste bins.</p> <p>Narrow parcel racks (200mm)</p> <p>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.</p> <p>Driver's Compartment Layout</p> <p>Ergonomic driver friendly cabin layout.</p> <p>Controls and instruments must be</p>		
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<p>clearly visible and within reach of the driver at all times.</p> <p>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.</p> <p>A fully upholstered high quality suspension type seat must be provided for the driver. The seat must be height and length adjustable.</p> <p>A demister system servicing the entire width and depth of the windscreen must be fitted.</p> <p>A suitable visor and anti-sun film/ glare</p>		
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<p>must be fitted to the windscreen.</p> <p>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.</p>		
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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.

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

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

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

- 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.

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

- 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

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)

- (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

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

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

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.

- (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

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 (only in the case of Midi-Buses with Air Brake Systems).
- (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. (Only in the case of Midi-Buses with Air Brake Systems). [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 (Only in the case of Midi-Buses with Air Brake Systems)

- (ff) Reject if not fitted with a *Type 2 Braking System*; 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 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 (Only in the case of Midi-Buses with Air Brake Systems)
- (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 (Only in the case of Midi-Buses with Air Brake Systems)
- (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. (Only in the case of Midi-Buses)
- (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 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 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 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;
- (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 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.
- 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

- 11.1 Once EFVE has been installed as required by clause 31 of the contract, the information derived from it must reflect at least eighty percent of observed patronage based on a joint on-board census carried out by the Representative and the Operator. Information provided on patronage must be accurate.
- 11.2 If the information provided is less than 80% of observed patronage in any month, five percent of the gross certificate value payable to the Operator, i.e. after escalation, of the applicable month's payment certificate will be forfeited.
- 11.3 Compliance with this clause will be proved by comparing patronage observed by the monitors on at least 30% of the trips for the month in question with that reflected by EFVE. Should this sample not comply, the penalty will be levied for all of the trips provided on all routes in terms of the contract.

12. Failing to install or to have operational EFVE

- 12.1 The Operator shall install and commission EFVE and provide information therefrom as follows:
- Stage A1: install required electronic equipment (EFVE) on all vehicles within 30 days of the commencement date;
 - Stage A2: EFVE on vehicles to be commissioned, i.e. EFVE to be in full working order, drivers to be trained in its use and EFVE to be providing usable information within 60 days of the commencement date;
 - Stage B1: depot computer to be installed and commissioned within 30 days of the commencement date;
 - Stage B2: depot computer to be processing information obtained from EFVE on vehicles within 60 days of the commencement date.
- 12.2 Where the Operator fails to complete these Stages within the time indicated to the satisfaction of the CA, three percent of the gross certificate value

payable to the Operator, i.e. after escalation, will be withheld from each month's payment certificate after expiry of such date in respect of each Stage not completed, until the end of the month in which the Stage is completed (i.e. 3% per Stage to a maximum of 12%). 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 the Stage has been completed to the satisfaction of the CA. Where moneys are so withheld for three months they will be forfeited. Where Stages A1 and A2 have been completed for some but not all of the vehicles, the penalty will be applied on a *pro rata* basis in respect of those vehicles in which those Stages have not been completed.

- 12.3 The four Stages will only be regarded as complete where EFVE in all buses and in the depot is fully operational and supplying all required information as specified in clause 31 of the contract.
- 12.4 Whether or not EFVE is installed, the onus will always be on the Operator to supply the correct information as specified in clauses 6 and 31 of the contract by using manual methods, intensive monitoring or other methods approved by the CA. This must be done from the beginning of the second month of operation to the satisfaction of the CA. Where this is not done, three percent of the gross certificate value payable to the Operator, before escalation, of the applicable month's payment certificate will be forfeited, where applicable over and above the penalties provided for above, and the CA may regard this as a breach of a material term of the contract.
- 12.5 If EFVE which has been installed and has been operational becomes defective and unable to supply the required information, the Operator must make it available for repair within three days, failing which it will be deemed not to have been installed and the above penalties will apply in respect of the Stage to which the defective equipment relates, and on a *pro rata* basis where applicable.
- 12.6 This clause is subject to the provisions of the contract which provide that the CA may decide not to pay any claim without adequate documented proof of the required information and data.

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.

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 - Ellias 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 - Ellias Motswoaledi, Chris Hani & Ellias 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 Motswaledi, 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, Mini Bus Taxis, 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 fares from 1 July 2021 to 30 June 2022

Rea Vaya Journey	2020/2021	2021/2022	Fare increased by
0 - 5km	R8.00	R9.00	R0.50
5.1 - 10km	R10.00	R11.00	R0.70
10.1 - 15km	R12.00	R13.50	R0.90
15.1 - 25km	R14.00	R16.00	R1.10
25.1 - 35km	R16.00	R17.00	R1.00
More than 35km	R17.10	R18.00	R0.90
Single trip card	R22.00	R25.00	R3.00
Double trip card	R44.00	R50.00	R6.00

Rea Vaya Journey fare charges from 1 July 2021 to 30 June 2022

Rea Vaya Journey	2020/2021	2021/2022	Charges increased by
Smartcard	R34.00	R35.00	R1.00
Penalty fee for fare evasion	R30.00	R40.00	R10.00
Inspector fare evasion penalty	R100.00	R110.00	R10.00

The City of Johannesburg offers free Transport to pensioners and persons with disabilities. Visit customer care centres at Diepkloof, Carlton and UJ Sophiatown for more information on how to register for free transport.

Rea Vaya points: Top-up bonus points: 1 point = R1

Money loaded onto card	Percentage Bonus	Additional Bonus value
R10 - R50	0	R0
R51 - R100	5%	From R2.00 to R5.00
R101 - R200	7.5%	From R7.00 to R15.00
R201 - R300	10%	From R20.00 to R30.00
R301 - R700	12.5%	From R87.00 to R87.50

The City of Johannesburg introduced Rea Vaya points based system to enable passengers to obtain bonus points up to 12.5% to get extra trips to travel for free. Points are obtainable from R10 to R50. Bonus points are obtainable from R51 or more and you will get discounts from 5% to 12.5%. The more points you load onto your Smartcard the more bonus points you receive.

In addition, passengers will pay 10% less when they travel during off peak times between 08h31 and 14h59 and anytime over the weekends and public holidays. This is the City's objective to make Rea Vaya affordable to residents and passengers.

Rea Vaya: Fast, Safe and Affordable Public Transport.

Transfers to enable passengers to connect from one bus to another

Passengers can conveniently transfer from one bus to another and connect to your destination within 15 minutes at Indilingizi, Joburg Theatre-Constitutional Hill, Carlton UJ Sophiatown, Library Gardens and Chancellor House without paying any extra fares. Even if you exit out of the said area from one station to a connecting transfer station, it is still considered a transfer and it is part of the same single journey.

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
	Saratoga Ave between Sherwell St & Joe Slovo Dr
Doornfontein Campus Station	
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
Bezuidenhout&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
- F4** Mlangeni&Ntombela
- 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	Dec	Jan	Year
Year:	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2024	
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	563 427	563 427	6633 900,0
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	180 470,96	180 470,96	2 124 900,0
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	370 603	382 956	382 956	4 509 000,0
Days:	28	31	30	31	30	31	31	30	31	30	31	31	365
	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	18 175,07	18 175,07

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 <ul style="list-style-type: none"> • On-time departures at terminals & intermediate points • On-time arrivals at terminals & intermediate points 	95% 90%	<95% = 0; ≥95% = 1 <90% = 0; ≥90% = 1
Driver quality <ul style="list-style-type: none"> • Passenger complaints • Surveys 	2% 2%	≤2% = 1; >2% = 0 ≤2% = 1; >2% = 0
Bus availability	98%	<98% = 0; ≥98% = 1
Vehicle quality <ul style="list-style-type: none"> • General vehicle condition • Technical vehicle condition: <ul style="list-style-type: none"> (i) breakdowns (ii) technical bus inspections (iii) maintenance procedures (iv) Roadworthy certificate pass rate 	2% 2% 0 serious defects/bus 1 other defect/bus 100% 98%	≤2% = 1; >2% = 0 ≤2% = 1; >2% = 0 0 = 1; >0 = 0 ≤ 1 = 1; >1 = 0 <100% = 0; 100% = 1 <98% = 0; ≥98% = 1
Safety	1%	≤1% = 1; >1% = 0
Passenger satisfaction	95%	<95% = 0; ≥95% = 1
Contract compliance <ul style="list-style-type: none"> (i) information & reports (ii) adherence to CA & SMF instructions (iii) staff training 	100% 100% 100% 100%	<100% = 0; 100% = 1 <100% = 0; 100% = 1 <100% = 0; 100% =

1.2 It

(iv) fit and maintain ticketing equipment		1 <100% = 0; 100% = 1
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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.

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 1 other defect/bus	0 = 1; >0 = 0 ≤ 1 = 1; >1 = 0		
(iii) maintenance procedures	100%	<100% = 0; 100% = 1		
(iv) RWC pass rate	98%	<98% = 0; ≥98% = 1		
Safety	1%	≤1% = 1; >1% = 0		
Passenger satisfaction	95%	<95% = 0; ≥95% = 1		
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%	<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, 1C and 1D 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	MosimaneKgosi 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	MosimaneKgosi 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	R876.00	39	1	40
										R2 068.50	101	2	103
Route: N010													
08:10	122	MosimaneKgosi 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	MosimaneKgosi 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 Mandatary 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 “Mandatary”)

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 mandatary 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 mandataries;

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

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

1. The Mandatary 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 Mandatary 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