



transport

Department:
Transport
Province of KwaZulu-Natal

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

BID DOCUMENT

(NET-BASED)

**PROVISION OF SUBSIDISED PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN KWADUKUZA AND MANDENI, KWASITHEBE AND DARNAL**

BID NOTICE AND INVITATION TO Bid - ZNB 00274/0000000/HOD/GEN/21/T

1. PROVISION OF SUBSIDISED PUBLIC PASSENGER TRANSPORT SERVICE

The Department of Transport invites Interested service providers, who can provide subsidized public passenger transport services who satisfy the criteria stated in the Bid Data, may submit Bid offers. The Department reserves the right to not award this bid.

2. PREQUALIFYING CRITERIA

2.1. The KwaZulu-Natal Department of Transport is applying pre-qualifying criteria for this bid in terms of Regulation four of the PPPFA Regulations, 2017. Only tenderers who meet the minimum pre-qualifying criteria will be considered for evaluation and award. The pre-qualifying criteria for this bid are as follows:

- A tenderer having a Level 1 B-BBEE Status Level of Contributor; and
- A tenderer who will sub-contract a minimum of 35% of the contract to an EME or QSE which is at least 51% owned by black people.

Proof of sub-contracting must be submitted together with the bid. Failure to submit proof of sub-contracting, (e.g. Sub-Contracting Agreement signed by both parties) will invalidate the bid.

1. Sub-Contractors are not allowed to bid as main contractors.
2. Any tenderer that fails to meet the minimum pre-qualification criteria will be deemed invalid.

3. MANDATORY REQUIREMENTS

1. The submitted bid document must comply with bid rules as prescribed in Section 8 and 9 of the bid documents (Volume1: BID RULES)

Note: non- compliance with the requirements prescribed in section 9 and 10 mentioned above shall lead to the Bid rendered non-responsive.

2. Bidders must submit proof of availability of funding or cash for at least 3 months operation. Proof of funding may include; Letters of Credit, Bank Statements indicating availability of funds or any other legal funding instrument. Proof of funding must be for a minimum of 3 months operation as per the tendered rates.

A non-refundable tender deposit of **R610.00** payable in cash for collection or www.etenders.gov.za and www.kzntransport.gov.za for download

COMPULSORY VIRTUAL BRIEFING SESSION:

TIME: 10H00
DATE: 29 SEPTEMBER 2021
VENUE: <https://bit.ly/ZNB00274> (TEAMS)

4. BID ENQUIRIES

Due to Covid-19 related protocols, a compulsory virtual briefing session will be held. Bidders are encouraged to raise in writing, any bid related enquiries with the below stated officials. Verbal bid enquiries will **NOT** be entertained.

1. Technical Enquiries are to be addressed to Mr. Senzo Thwala – Tel No. (033) 033 355 8876 and email address Senzo.Thwala@kzntransport.gov.za; and
2. Bid Document Enquiries are to be addressed to Mr. Sandile Nkala – Tel No. (033) 3558975 and e-mail address Sandile.nkala@kzntransport.gov.za

The physical address for collection of Bid documents is Kwa-Zulu-Natal Department of Transport, 172 Burger Street, Pietermaritzburg, 3201, Functions Hall

The closing time and date for the receipt of Bids is **11h00 on 15 October 2021** at the KZN Department of Transport, 172 Burger Street, Pietermaritzburg, 3201

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

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ANNEXURE A: STANDARD BIDDING DOCUMENT - SECTION A - PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNB00274/0000000/HOD/GEN/21/T		CLOSING DATE:	15 OCTOBER 2021	CLOSING TIME: 11H00
DESCRIPTION	Provision of Subsidised Public Passenger Transport Services Between KwaDukuza and Mandeni, KwaSithebe and Darnal				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
KZN Department of Transport					
172 Burger Street					
Pietermaritzburg					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sandile Nkala		CONTACT PERSON	Senzo Thwala	
TELEPHONE NUMBER	033- 355 8975		TELEPHONE NUMBER	033- 355 8853	
FACSIMILE NUMBER			FACSIMILE NUMBER	033- 355 0020	
E-MAIL ADDRESS	Sandile.Nkala@kzntntransport.gov.za		E-MAIL ADDRESS	Senzo.Thwala@kzntransport.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION C

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed, failure to do so will invalidate the bid.
13. Use of correcting fluid is prohibited. Should corrective fluid be use, the bid will be invalidated.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION D

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. **IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

SECTION E

DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

....., WHO REPRESENTS (state name of bidder)

.....

CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION F

PRICE SCHEDULE

Refer to Attached form 3

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, 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 bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(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 bid.
2. **In order to give effect to the above, the following questions must be completed and submitted with the bid.**
 - 2.1. The names of all directors / trustees / shareholders² / members/individuals, their individual identity numbers, tax reference numbers to inserted in the table below. If applicable, employee / PERSAL numbers must be indicated in the last column.

Full Name	Position held (shareholder, director, trustee, member, individual etc.)	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

If space provided is insufficient, details as specified above can be attached, however, this must be clearly indicated in this table

¹"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.

²"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.

2.2.	Full names of bidder or his or her representative:						
2.3.	Identity Number:						
2.4.	Position occupied in the Company (Director, trustee, shareholder, member)						
2.5.	Registration number of company, enterprise, close corporation, partnership, agreement or trust						
2.6.	Tax reference number:						
2.7.	VAT Registration number:						
2.8.	Are you or any person connected with the bidder presently employed by the state? Kindly mark the applicable answer with a tick ✓. If so, furnish the following particulars:	<table border="1"> <tr> <td>YES</td> <td><input type="checkbox"/></td> </tr> <tr> <td>NO</td> <td><input type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
YES	<input type="checkbox"/>						
NO	<input type="checkbox"/>						
2.8.1.	Name of person/director/trustee/shareholder/member:						
2.8.2.	Name of state institution at which you or the person connected to the bidder is employed:						
2.8.3.	Position occupied in the state institution:						
2.8.4.	Any other particulars: 						

2.9.	If you or any person connected with the bidder are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? Kindly mark the applicable answer with a tick √.	YES	
		NO	
		N/A	
2.9.1.	If yes, did you attach proof of such authority to the bid document? (Note: failure to submit proof of such authority, where applicable, may arise in the disqualification of the bid. Kindly mark the applicable answer with a tick √.	YES	
		NO	
2.9.2.	If no, furnish reasons for non-submission of such proof:		
2.10.	Did you or your spouse, or any of the company's directors/ trustees/ members of their spouses conduct business with the state in the previous twelve months? Kindly mark the applicable answer with a tick √.	YES	
		S	
		NO	
2.10.1	If yes, furnish particulars:		
2.11.	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation or adjudication of the bid? Kindly mark the applicable answer with a tick √.	YES	
		NO	
2.11.1	If yes, furnish particulars:		
2.12.	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? Kindly mark the applicable answer with a tick √.	YES	
		NO	
2.12.1	If yes furnish particulars.		

2.13.	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? Kindly mark the applicable answer with a tick v.	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES						
NO						
2.13.1	If yes, furnish particulars.					
2.13.2	Have you or any of the directors / trustees / shareholders / members of the company or the company in general provided any gifts, rewards, awards, sponsorships, donations or hospitality to the department or any of its employees or their family in the last 12 months? Kindly mark the applicable answer with a tick v.	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES						
NO						
2.13.3	If yes, furnish particulars, including estimated value.					
3.	<p>DECLARATION</p> <p>I, THE UNDERSIGNED</p> <p>(NAME) _____</p> <p>CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT, AND I HAVE TAKEN REASONABLE DILIGENT STEPS (AS REQUIRED BY S76 OF THE COMPANIES ACT, 2011, WHERE APPLICABLE), TO ENSURE THAT THE INFORMATION PROVIDED IS CORRECT.</p> <p>I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</p> <p>NAME OF BIDDER: _____</p> <p>POSITION: _____</p> <p>SIGNATURE: _____</p> <p>DATE: _____</p>					

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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 R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2 a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable at quotation stage after the award;

- 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 Bidder to provide goods or services in accordance with specifications as set out in the Bid 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 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

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	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

4.2. EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(c) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(d) who became citizens of the Republic of South Africa by naturalisation-</p> <p>III. before 27 April 1994; or</p> <p>IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(g) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(i) Black people living in rural and under developed areas;</p> <p>(j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

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		NO	
-----	--	----	--

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		NO	
-----	--	----	--

- 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 last 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
- ☐ Company
- ☐ (Pty) Limited

[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:.....

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)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids 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 bid of any bidder may be disregarded if that bidder, 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 bid.**

Item	Question	Yes	No
4.1	Is the bidder 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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? Register for Bid 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 bidder 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 bidder 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 Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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 bidding (or bid rigging).² Collusive bidding is a *pe 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 bid of any bidder if that bidder, 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 bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) 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 bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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 Bidder)

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

6. The bidder has arrived at the accompanying bid 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 bidding.
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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

SECTION K

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid 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 Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

.....

.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....

SIGNATURE OF BIDDER OR DULY

NAME IN BLOCK LETTERS

AUTHORISED REPRESENTATIVE

ON BEHALF OF (BIDDER’S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

ANNEXURE B: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to Cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the Case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no Case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its Cause (s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which Case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the Case of a supplies contract, the purchaser shall, without Cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to Cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each Case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in Cases of criminal negligence or wilful misconduct, and in the Case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

ANNEXURE C

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

This will be an eighty- four (84) month contract in line with section 41 of the National Land Transport Act, act 5 of 2009.

2. EVALUATION CRITERIA

There are four main stages in the selection process, namely:

1. Pre- qualifying criteria;
2. Ensuring that the bid complies with administrative requirements;
3. Functionality Evaluation; and
4. Pricing and Preference Points Evaluation

****NB – In addition to the evaluation criteria above, the KwaZulu-Natal Department of Transport WILL apply a compulsory price risk assessment to the financial forecasts of bidders whose tendered rates are at least ten percent (10%) below those of the Departmental projections and estimates. Failure to address the risks identified by the Department will invalidate the bid.**

2.1. Step1 – Pre-Qualifying Criteria

- 2.1.1. The KwaZulu-Natal Department of Transport is applying pre-qualifying criteria for this bid aligned to Regulation four (4) of the PPPFA Regulations, 2017. Only Bidders who meet the minimum pre-qualifying criteria will be considered for evaluation and award.

The pre-qualifying criteria for this bid are as follows:

- A Bidder having a Level 1 B-BBEE Status Level of Contributor;
- 35% of sub-contracting to black persons will be use as a pre- qualifying criterion.

- 2.1.2. Any Bidder that fails to meet the minimum pre-qualification criteria will be deemed invalid.

2.2. Step 2 – Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

Criteria		Yes	No	Remarks
Section A	Invitation to bid.			
Section B	SBD 1 - terms and conditions for bidding			
Section C	Special instructions regarding completion of bid			
Section D	Registration on central supplier database			
Section E	Declaration that information on central supplier database is correct and up to date			
Section F	Pricing schedule			
Annexure B Section G	Declaration of interest			
Section H	Preference points claim form (SBD6.1)			
Section I	Declaration of bidders past supply chain Management practice (SBD8)			
Section J	Certificate of independent bid determination (SBD9)			
Section K	Conditions of bid			
Annexure D	Special conditions of contract (SCC)			
Section M	Authority to sign a bid			
Annexure E	Specifications			
Section N	Schedule of variation from goods or services Information			
Section O	Schedule of alternative bids			
Section P	Volume 3 Forms			

2.3. Step 3 – Functionality Assessment

CRITERIA	WEIGHT FACTORS	POINTS	SCORE
OPERATIONAL PLAN <ul style="list-style-type: none"> A bidder gets a scores of 30 if the proposed operational plan displays full understanding of how to operate a scheduled public transport services and has included all 6 areas required as alluded in the weight factors 	<ul style="list-style-type: none"> Patronage Management (5) Scheduling (5) Time-table development (illustrate timetable) (5) Fleet Management (5) Cash, coupon and electronic management (5) Service monitoring (5) 	30	
<ul style="list-style-type: none"> A bidder gets a scores of 25 if the operational plan covers 5 areas as alluded in the weight factors 	<ul style="list-style-type: none"> Patronage Management Scheduling Time-table development (illustrate timetable) Fleet Management Cash, coupon and electronic management Service monitoring 	25	
A bidder gets a scores of 20 if the operational plan covers 5 areas as alluded in the weight factors	<ul style="list-style-type: none"> Patronage Management Scheduling Time-table development (illustrate timetable) Fleet Management Cash, coupon and electronic management Service monitoring 	20	
<ul style="list-style-type: none"> A bidder gets a scores of 15 if the operational plan covers 3 areas as alluded in the weight factors 	<ul style="list-style-type: none"> Patronage Management Scheduling Time-table development (illustrate timetable) Fleet Management Cash, coupon and electronic management Service monitoring 	15	
<ul style="list-style-type: none"> A bidder gets a scores of 10 if the operational plan covers 2 areas as alluded in the weight factors 	<ul style="list-style-type: none"> Patronage Management Scheduling Time-table development (illustrate timetable) Fleet Management Cash, coupon and electronic management Service monitoring 	10	
<ul style="list-style-type: none"> A bidder gets a scores of 5 if the operational plan covers 1 area as alluded in the weight factors 	<ul style="list-style-type: none"> Patronage Management Scheduling Time-table development (illustrate timetable) Fleet Management Cash, coupon and electronic management Service monitoring 	5	
<ul style="list-style-type: none"> A bidder gets a score of 0 if none of the 6 areas are covered in the operational plan 	<ul style="list-style-type: none"> Patronage Management Scheduling Time-table development (illustrate timetable) Fleet Management Cash, coupon and electronic management Service monitoring 	0	
FLEET MANAGEMENT PLAN	WEIGHT FACTORS	POINTS	SCORE
FLEET MANAGEMENT PLAN	<ul style="list-style-type: none"> Infrastructure (5) Fleet Management systems (5) Vehicle availability (5) 	20	

<ul style="list-style-type: none"> A bidder gets a scores of 20 if the fleet management plan covers all 4 areas alluded to in the weight factors 	<ul style="list-style-type: none"> Fuel Management (5) 		
<ul style="list-style-type: none"> A bidder gets a scores of 15 if the fleet management plan covers 3 of the 4 areas alluded to in the weight factors 	<ul style="list-style-type: none"> Infrastructure Fleet Management systems Vehicle availability Fuel Management 	15	
<ul style="list-style-type: none"> A bidder gets a scores of 10 if the fleet management plan covers 2 of the 4 areas alluded to in the weight factors 	<ul style="list-style-type: none"> Infrastructure Fleet Management systems Vehicle availability Fuel Management 	10	
<ul style="list-style-type: none"> A bidder scores 0 if the fleet management plan covers none of the 4 areas alluded to in the weight factors. 	<ul style="list-style-type: none"> Infrastructure Fleet Management systems Vehicle availability Fuel Management 	0	
CRITERIA	WEIGHT FACTORS	POINTS	SCORE
EXPERIENCE OF PERSONNEL IN PUBLIC TRANSPORT SERVICES (attach CV as proof) experience in transport related field <ul style="list-style-type: none"> The Bidder scores 15 if the CV is attached as a proof of experience in the public transport related field 	<ul style="list-style-type: none"> A minimum of 3 years of proven experience in public transport related field will be required (attach CV) (15) 	15	
<ul style="list-style-type: none"> The Bidder scores 0 if the CV is NOT attached as a proof of experience in the public transport related field 		0	
CRITERIA	WEIGHT FACTORS	POINTS	SCORE
FINANCIAL PLAN <ul style="list-style-type: none"> Bidder scores 10 if submitted audited/reviewed Annual Financial Statements 	<ul style="list-style-type: none"> Submission of audited/reviewed Annual Financial Statements (AFS) for a period of 3 years 	10	
<ul style="list-style-type: none"> Bidder scores 0 if failed to submit audited/reviewed Annual Financial Statements 	<ul style="list-style-type: none"> 	0	

Minimum qualification score for functionality will be 50 points

2.4. Step 4 – Pricing and Preferential Points Evaluation

Bidders are advised that 90/10 preference points system shall be applied in the evaluation of bids.

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

90/10

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

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

2.4.1. Points awarded for B-BBEE Status Level of Contribution

- 2.4.1.1. 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 (90/10system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 2.4.1.2. Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

- 2.4.1.3. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 2.4.1.4. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by SANAS accredited verification agency will be considered for preference points.
- 2.4.1.5. A bidder who qualifies as a EME or QSE in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 2.4.1.6. Bidders other than EMEs or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a verification agency accredited by SANAS to qualify for preference points. A list of approved agencies can be found on the SANAS website at www.sanas.co.za/directory/bbbeedefault.php. The certificate must be valid at the time of bid closing.
- 2.4.1.7. Failure on the part of the bidder to comply with paragraphs 2.3.1.2 and 2.3.1.4 will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

3. ENQUIRIES

All enquiries regarding technical matters, should be directed to: Mr. Senzo Thwala Tel: 033 355 8853

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Bid Bulletin which is published every week on Friday and may be down loaded from the website www.Bidbulletin.gov.za.

The address provided for the lodging of appeals is:

**The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200**

FAX NO.: (033) 897 4501

4. COMPULSORY/MANDATORY BID REQUIREMENTS

- 4.1. Complete and signed SBD documents, i.e. SBD 4; SBD 6.1; SBD 8 and SBD 9 which form part of the Bid document must be submitted.
- 4.2. Complete all Forms which form part of the Bid document and submit them as part of the Bid submission.
- 4.3. Bidders who are listed in the National Treasury's register of defaulters and restricted suppliers will automatically be disqualified.
- 4.4. No Bid 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 Bidder, or performing services on behalf of, or in the Capacity as agent of the Bidder*) does not operate according to business principles with financial ringfencing, 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.
- 4.5. Any public transport provider who was previously convicted of being involved in public transport related conflict shall not qualify to contract under this Bid or to subcontract on behalf of any successful bidder. Where such exclusion arises in respect of nominated subcontractors, the department reserves the right to nominate an appropriate sub-contractor in the stead of the one disqualified on the grounds mentioned herein in the stead of the sub-contractor nominated by the Bidder. DOT will exclude the bid if either the bidder or sub- contractor is previously convicted for violence in the public transport. The reservation of the right by the DOT to engage in the investigations referred to in paragraph 5.11 above, applies with equal force hereto.

5. BID ALL-INCLUSIVE

- 5.1. The Bidder must before bidding satisfy itself as to the correctness and sufficiency of the Bid and of the rates stated in the Rates-Form of the Bid Forms. Such rates shall, except as otherwise provided, cover all the Bidder's obligations under the contract.
- 5.2. The Bidder must allow in the Bid 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 Bid documents. The Bidder's attention is drawn to the fact that the services may be varied during the contract period under the Conditions of Contract, which could lead to an increase or decrease of monthly revenue kilometres. Bidders are advised that the services may have to be rationalised and/or restructured and certain routes, timetables, passenger numbers etc. may not necessarily be the same as those operated by previous operators in the service area. The Bided rates are intended to compensate the Operator fully for all costs and expenses and no additional claims of whatever nature will be entertained. Bided rates will be fixed for the contract period, subject to the Conditions of Contract.
- 5.3. Monthly payments to the operator are subject to Value Added Tax (VAT). VAT is payable by the Operator on items such as tyres and lubricants, and the Bidder's rates must provide for this. Any possible future increases in the rate of VAT will be reflected automatically in the escalation factor.
- 5.4. The Bidder must allow in the Bid for increases and decreases in scheduled kilometres, for example due to changes in demand; *vis maior*; lockdowns owing to epidemics or pandemics; events like war

or unrest, and seasonal factors and for reduced services during holiday periods, as contemplated in the Conditions of Contract, as well as any other factors which the Bidder may consider relevant.

- 5.5. Bidders are advised to take cognisance of the implications of their current and future labour forces; of the length of the contract period, subject to the Conditions of Contract.

6. DISQUALIFICATION OF BIDDER

- 6.1. The Department may consider any decision of any departmental procurement structures of a province or national state department or other organ of State regarding the restriction of a Bidder in the evaluation process.
- 6.2. Decisions of the Department to disqualify any person, firm or corporation in terms of the above and any revocation or variation of such decisions may be communicated by the Department to the departmental procurement structures of any other Organ of State.
- 6.3. The Bid of any Bidder which does not conform to these Bid Rules and the instructions reflected in the official Bid notice, shall be void, and shall not be considered in the further stages of adjudication.

SECTION M
AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the Case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

2.

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....
..... (whose signature appears
below) has been duly authorised to sign all documents in connection with this bid on behalf of
(Name of Company)

IN HIS/HER Capacity AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

1.
2.

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the
sole owner of the business trading as
.....

.....
SIGNATURE **DATE**

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as:.....

hereby authoriseto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection
with this bid and /or contract on behalf of

.....
SIGNATURE	SIGNATURE	SIGNATURE

.....
DATE	DATE	DATE

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been
authorised to sign all documents in connection with this bid on behalf of (Name of co-
operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER Capacity AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER Capacity AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER Capacity AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER Capacity AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER Capacity AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER Capacity AS:

SIGNATURE:

DATE:

ANNEXURE D - SPECIFICATIONS

Volume 1: BID RULES

1. Application

These are Bid Rules of Bid and the instructions given in the official Bid notice are binding on all Bidders submitting Bids to provide the services. The bidder is required to fully familiarise herself/himself/itself with, and to sign the attached "Signature Page" acknowledging thereby an acceptance of the Rules of Bid

2. Duties of Bidder

2.1. The Bidder must inform and satisfy himself/herself fully as to the nature and extent of the services and conditions in respect of which it is Bidding. No claims of any nature will be entertained on the basis of a Bidder's failure to make such inquiries.

2.2. If any meeting of Bidders arranged by the Department, except the service area inspection, have not been attended by the Bidder himself or herself, or by an authorised representative of the Bidder who must be—

- (a) suitably qualified to comprehend the implications of the services to be provided; and
- (b) in the direct employ of the Bidder; or
- (c) a consultant or agent commissioned by the Bidder,

3. Data and other statistics

3.1. All data and statistics of whatever nature provided in these Bid documents concerning existing or former services are provided in good faith as the best information available to the Department at the time of publication of this Bid, to assist Bidders in Bidding. No guarantee of the correctness of the data and statistics provided in these Bid documents is given by the Department and no claims by Bidders 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 Bidder will be entertained. Bidders must note that services required to be provided in terms of these Bid documents might differ from existing or former services provided in the service area and passenger numbers may differ over time.

4. Information

4.1. The Bidder must submit with the Bid all applicable information and data as may be required in terms of these Bid documents, including that required in terms of the proposal, certificates, schedules and forms.

4.2. The Bidder must make sufficient allowance in the relevant Bid rates for all costs in connection with the preparation and furnishing of any information that may be required by the Department as contemplated in rule 11.1.

4.3. All written information submitted by the Bidder together with and in support of the Bid will form part of the Bidder's offer.

4.4. No oral representations or statements by any officer, employee or agent of the Department shall affect or modify any terms or obligations of these Bid documents. The Department will not be responsible for any oral instructions, nor for any written information provided by any person other than the Department.

5. Bid all inclusive

- 5.1. The Bidder must before Bidding satisfy itself as to the correctness and sufficiency of the Bid and of the rates stated in Form 4 of the Bid Forms. Such rates shall, except as otherwise provided, cover all of the Bidder's obligations under the contract.
- 5.2. The Bidder must allow in the Bid 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 Bid documents. The Bidder'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. Bidders are advised that the services may have been rationalized and/or restructured and that routes, time tables, passenger numbers etc. may not necessarily be the same as those operated by previous operators in the service area. The Bided rates are intended to compensate the Operator fully for all costs and expenses and no claims of whatever nature will be entertained. Bided rates will be fixed for the contract period, subject to escalation clauses in Conditions of Contract.
- 5.3. Monthly payments to the operator are subject to Value Added Tax (VAT). VAT is payable by the Operator on certain items such as tyres and lubricants, and the Bidders rates must provide for this. Any possible future increases in the rate of VAT will be reflected automatically in the escalation factor.
- 5.4. The Bidder must allow in the Bid 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 the Conditions of Contract, as well as any other factors which the Bidder may consider relevant.
- 5.5. Bidders are advised to take cognisance of the implications for their current and future labour forces of the length of the contract period, subject to Conditions of Contract.

6. Alternative Bids

- 6.1. The Bid documents are drafted on the basis that the services are to be provided with the type of vehicles as specified in Schedule 2 of the Conditions of Contract and Bided to be used on Form 11.
- 6.2. No alternative Bid will be considered in this case.

7. Historical Operational record

The historical operational record of the bidder shall be used to evaluate an Operator's track record when it previously operated public transport services in order to determine reliability of the service and cost-effectiveness to Government. Such a determination shall include additional costs to contract in the form of substitution of the service, penalties and wastage of fiscal revenue on litigation in the past

8. Bid Documents

In order for the Department to evaluate bids fairly and competently, Bids should follow the format set forth herein and provide all of the information requested. Bids must be submitted in a sealed envelope/package with the name of the bidder and the relevant Bid name and number on the front.

a) Cover page

This must include the Bid name, title and the complete bidder name and mailing addresses.

b) Cover letter

The cover letter must include contact details of organisations to be contacted regarding reference. A representative authorised to make contractual obligations must sign the cover letter.

c) Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of the document readily. In addition, identify each section using content numbering as contained under “**Table of Content**” (e.g Section A). All pages on the proposal must be correctly numbered.

d) Bidder Proposal

The proposal must cover elements outlined below:

i. Executive Summary

Provide a high-level overview of the approach, the distinguishing characteristics of the proposal, and the importance of this project to your overall operation. What difference in terms of improvement the organisation will bring in the public transport sector.

ii. Brief Description of the organisation

The contractor must provide a brief description of the organisation including legal status of the bidder; years the organisation has been in public transport services provision whether contracted or not; type of services provided.

iii. Approach

The bidder’s proposal must demonstrate full and clear understanding of the business and operating environment and how the bidder will deliver the requirement of the service.

iv. Description of Services Provided in the past

This section must outline the bidders’ experience in provision of similar service, current services provided as per Form

v. Financial Plan

This section, supported by proof, must demonstrate access to cash/finance for at least 3 – months (from the first month of operation). Bidder must also demonstrate financial sustainability during the contract period (*outlining indicative secured capital, cost of capital etc., for the contract duration*). This must include:

- Financial Forecasting Statements (Statement of cashflows for 3-year period, (showing profitability)
- Statement of financial performance (three years)
- Statement of Financial Position for a 3 -year period

vi) Operational Plan

In this section, outline operational plan for subsidised public transport services. This include determination of patronage management, scheduling, development of timetable, fleet allocation, cash and coupon management and service monitoring.

Patronage Management	5
Scheduling	5
Time table development (illustrate timetable)	5
Fleet Management	5
Cash, coupon and electronic management	5
Service monitoring	5

vii)

Fleet Management Plan

Bidder must present a plan which demonstrate the ability to manage fleet which will be used for services. This include infrastructure, fleet management systems, vehicle availability and fuel

Infrastructure	5
Fleet Management systems	5
Vehicle availability	5
Fuel Management	5

9. Completion and signing of forms

- 9.1. All appropriate Bid forms, schedules and certificates contained in Part 1 of Volume 3 (specifications Forms) must be fully and properly completed, signed and witnessed where indicated, in black ink, as provided for, and submitted with the other Bid documents as part of the Bid. Every page of the Bid Forms which is not signed, must be initialled by or on behalf of the Bidder. Persons signing or initialling must be duly authorised.
- 9.2. Form 4 of the Bid Forms must be fully priced and totalled in the currency of the Republic of South Africa to show the amount of the Bid. ***Bidders should also note that the kilometres indicated are only estimates and may not necessarily be the kilometres operated over the contract period.***
- 9.3. 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 Bid documents. All such schedules must be signed, witnessed and initialled as specified in rule.
- 9.4 A Bid submitted by a consortium of two or more parties must be accompanied by a signed memorandum of understanding 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 Department. Loose business arrangements will not be considered.
- 9.5. If all Bid forms are not fully and properly completed, signed, the Bid shall be regarded as non-responsive.

NOTE:

Non-compliance or non-observance of the above requirements, shall lead to the Bid rendered non-responsive

10. GUIDELINES FOR BIDDERS

The Department 's intent on procuring such services envisaged above to meet the needs of the South African commuters envisaged in the introduction above, thereby:

- a. alleviating financial strain and embarrassment of not being able to afford costs of transport for household's dependant on public transport;
- b. allowing bread-winners to commute cheaply and efficiently between their homes in rural areas and their urban work-places to avoid migrant-type labour practices, where their children or families are left alone for weeks, months or longer periods of time on end, to fend for themselves, or in the Case of young and school-going children, to be raised and reared without the continued day-to-day guidance, support and mentorship of a parent;
- c. thereby, the Department aims to build a society, and a future for all South Africans based on the introduction into society and the economy, of patriotism and respect for the values enshrined in the Constitution, for the achievement of such values enshrined in the Bill of Rights to be realistically achieved by all South Africans, by being included in and considered valuable contributory members of the growth of South African Nationalism, unity, pride, the development of the economy and the equal development and enjoyment by all sectors of society in all the rights enshrined under the Bill of Rights;

- d. promoting respect for such development of all our fellow South Africans has until now been relegated to the realms of secondary importance when it comes to the rights of marginalised and rural communities;
- e. consequently, given that the rights enshrined under the Bill of Rights are to be achieved for the enjoyment of all South Africans, and given that the matrix and fabric of South African society is divided along lines of ethnicity; language; culture and regional attributes, preference shall be given to service providers who:
- f. embody such values as are enshrined under the Constitution and all its related legislation insofar as government procurement is concerned;
- g. employ and appoint drivers, conductors, support staff, and lease lay-off areas within such communities to achieve the goals of economic upliftment, and the enjoyment of governmental expenditure by the said marginalised and/or rural communities, in addition to job creation.

In this way, the goals which are aimed to be achieved under the provisions of Broad Based Black Economic Empowerment shall be practically and effectively set into motion.

VOLUME 2: CONDITIONS OF CONTRACT

SCHEDULES		
Schedule 1	Specifications for rebuilt and rehabilitated buses	Note and comply
Schedule 2	General Vehicle specifications	Note and comply
Schedule 3	Specifications for advertising on vehicles	Note and comply
Schedule 4	Contract Management Plan, Business Plan and Monthly / Annual Reports	Note and comply
Schedule 5	Penalties	Note and comply
Schedule 6	Specifications: Routes, distances, services, fares, timetables, stops and additional related information	Note
Schedule 7	Performance monitoring	Note
Schedule 8	Calculation of service rates	Note and comply
Schedule 9	Electronic Fare EE Operation	Note comply
Schedule 10	Style Guide for Image and Marketing	Note and comply
Schedule 11	Journey Analysis Report	Note
Schedule 12	Occupational Health and Safety Agreement	Complete, sign and return
Schedule 13	Pro forma sub-contracting agreement	Complete, sign and return (

Note: failure to return schedule 12 and 13 will lead to disqualification

SCHEDULE 1: SPECIFICATIONS FOR REBUILT AND REHABILITATED BUSES

1. Rebuilt bus

“Rebuilt bus” means that a new body has been built on a rebuilt chassis, that all the compulsory vehicle standards applicable to the body as laid down by the latest requirements of the South African Bureau of Standards (SABS), the Standards Act 29 of 1993 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 and SABS-approved 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 1,75m;
- (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 scragged 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.

Midibuses and minibuses may not be rebuilt.

2. Rehabilitated bus

“Rehabilitated bus” means that only the floor and the inner and outer cladding of the body must be removed to facilitate close *in situ* examination and repair of the superstructure framing, that new cladding and floor is fitted and that all the compulsory requirements (excepting rollover conforming to SABS 1563) as laid down by the latest requirements of the SABS, the Standards Act 29 of 1993 and /or the National Road Traffic Act 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 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 1,75m;
 - (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 scragged 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 to front wheels, and new or newly retreaded tyres to rear wheels, 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.

Midibuses and minibuses may not be rehabilitated.

SCHEDULE 2: GENERAL VEHICLE SPECIFICATIONS

The Operator must provide at least the following numbers and types of vehicles by the commencement date to operate the services as indicated on the timetables in Schedule 7, in addition to the 10% spare capacity required by clause 24.2 of the Conditions of Contract:

The Operator may choose to provide larger vehicles than those specified, if they meet the requirements of this Schedule and Schedule 2, but the Operator will not receive additional compensation for such larger vehicles unless their introduction is necessitated by additional revenue kilometres approved as a variation under clause 16 of the Conditions of Contract and is approved by the Department in writing, and subject to Item 2.8 of Schedule 9.

All vehicles used to provide the services in terms of this contract must comply with the following specifications:

1. Accessibility requirements

- 1.1 All vehicles must adhere to and comply with the following accessibility requirements by the date contemplated in clause 21 of the Conditions of Contract:
- door opening to be 850mm wide with 1450mm head clearance;
 - first step to be a maximum of 250mm above ground (retractable first step is also permissible), following steps with a maximum height of 230mm and a minimum depth of 250mm;
 - use of high-contrast colours on steps, grab rails, seat frames and edges of stairs, which conform to the requirements of SANS 10400 (S) for persons with disabilities and which increase the visual clarity of the interior;
 - sufficient grab rails or handles adjacent to the entry and exit points, seats and by all steps shall be fitted with 25 to 35mm diameter and at a comfortable height from finished floor level for all special need's passengers, with suitable visual clarity. The aim is to ensure that special needs passengers can enter the vehicle, gain access to their seat, and leave the vehicle in safety, comfort and convenience;

Equipment and reserved seating:

- equipment to display the route and destination externally on the front of vehicle shall be provided by the operator, where it is visible to passengers. Lettering on all signs inside the vehicle to be at least 25mm for a viewing distance of 7,5m unless different sizes are required for specific signs; and
- reserved seating next to the entrances for persons with disabilities, elderly people, pregnant women or passengers with any other mobility difficulties.

Steps:

- The rise of each tread step must be the same height and not exceed 170mm.
- Solid risers must be provided in all accessible routes.
- A stairway must be provided with handrails on both sides of the stairway. The stairway may not include any winders as defined in SANS 10400-M.
- No spiral stairway may form part of an accessible route.
- Nosings must effectively contrast with their immediate surroundings. The minimum dimensions of each nosing must be 40mm by 40mm.

Grabrails:

The tube of any grabrail must have an outside diameter between 32mm and 38mm.

Visual clarity:

Colour, tone and luminance contrast should be used to aid the identification of critical surfaces. Externally, critical surfaces include guiding walls, steps, rails and textured guidance surfaces. Internally, critical surfaces that require an effective light reflective value (LRV) are ceilings, walls floors, stairways, doors and significant fixtures and fittings.

LRV is measured by a spectrophotometer being the light reflected from a surface in standard conditions and expressed on a scale of 0 to 100 where black is about 5 and white about 90.

- 1.2 The Operator must comply with any regulations that may be made in terms of section 8(1)(y) of the Act at the Operator's cost.
- 1.3 In addition to the requirements of Item 1.1, the **Bidder must include a minimum of one (1) vehicle/s, a 22 seater** must be provided that are more universally accessible to all special categories of passengers. The additional costs involved must be reflected and included in the Bided rates. In such a case the Bidder's proposals and rates will be evaluated as part of the Bid evaluation process. The universal accessible vehicle/s must comply with the following minimum standards:
 - door and entry widths to allow for wheelchair access,
 - installation of a deployable ramp or lift to allow for wheelchair access,
 - boarding ramp gradient compliance to best practice
 - priority seating

- wheelchair bay – rear facing
- manoeuvring space for wheelchair
- seat belt restraint system
- grab rails
- stop buttons
- required signage
- flip down seats for additional seating
- contrasting floor colours

It is incumbent upon the bidder to obtain details of universal access vehicle specification from manufacturers to enable accurate costing.

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 1, it must provide full details of the work carried out 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 1, 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 11.

2.6 Vehicles must conform to the following requirements:

	Vehicle type			
	Minibus	Midibus	Standard bus	Bus-train
Minimum seated capacity for contract	16	35	65	Not applicable
Maximum standing capacity	None	None	27	Not applicable
Minimum engine power	To be verified	To be verified	150kW	Not applicable

3. Livery

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

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.

5 Electronic destination equipment

6 Communication equipment

To be specified by the Operator.

7. Monitoring equipment

The Department will specify standard of electronic monitoring equipment or specification that requires a standard data to feed to the database of the Department.

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 accordance with marketing laws and regulations and respect generally accepted advertising standards and codes of ethics.
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 or nationality, nor offend people's 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 Department.
11. All advertisements must be submitted to the Department for pre-assessment as to whether the particular advertisement meets the above conditions. The Department may also assess future or existing advertisements of its own accord. The Operator must respect the decisions and instructions of the Department 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. Where the Department owns the vehicles, it is entitled to 30% of the gross advertising revenue and fees received by the Operator from an advertiser. The Department may set off the advertising revenue due to it under this clause against the payments for services to be made to the Operator.

**SCHEDULE 4: CONTRACT MANAGEMENT PLAN, BUSINESS PLAN AND
MONTHLY AND ANNUAL REPORTS** (to be submitted 14 days after
Signing of contract)

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 it's requirements are met in terms of this contract.
- (iii) How the Operator proposes to handle penalty verification and contesting of penalties as required.
- (iv) 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.
- (v) Details of the fleet replacement program, if vehicles will be replaced during the term of the contract, as proposed in Form 4.

- (vi) The contingency plans that the Operator will implement if unable to provide the services.
- (vii) The plans that the Operator will implement in emergencies.
- (viii) How the Operator plans to meet the Key Performance Indicators, including details of–
 - the method of advising the Department or Representative of any missed trips; and
 - complaints handling and the Operator's defects register.
- (ix) 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 Department 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 Department and re-submit it to the Department for final approval within 10 working days of receiving the Department'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

- 4.1 No later than 30 days after the commencement date and 30 days after the anniversary of that date each year during the duration of the contract the Operator must prepare and submit to the Department a draft Business Plan for the services operated in terms thereof for a period covering the following three years.

4.2 The Business Plan must–

- a) Include a detailed 3-year financial forecast for the Operator and each sub-contractor based on the costs and revenue projections which were originally provided to the Department;
 - b) Comply with and incorporate (where applicable) the information and reporting requirements or other reasonable requirements prescribed by the Department from time to time;
 - c) Identify any differences from the previous Business Plan, together with the reasons for those differences
 - d) Include a reconciliation demonstrating that the sub-contractor's revenues and costs forecasts in respect of the services have been incorporated into the Operator's forecast; and
 - e) Include details of any amendments to sub-contracting arrangements.
- 4.3 Within 15 working days of submission of a draft Business Plan under Item 4.2 the Department 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 Department 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 Department–
- (a) The final updated Business Plan with a statement of reasons why the Department'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 and each sub-contractor 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 Department with a monthly operational report outlining the monthly operations of the Operator and each sub-contractor within 07th day of the following month. The monthly report will provide information outlined in Items 5.3 to 5.4 below.

- 5.2 The Department 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 Department 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 Department 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 provide a report detailing how he/she proposes to meet its reporting requirements under this contract.

7. Sub – Subtracting

- 7.1 The Operator must maintain, and ensure that each sub-contractor maintains, 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.
- 7.2 The Operator must provide, and ensure that each sub-contractor provides to the Department as soon as practicable (and in any event not later than three months) after the end of each 12month 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.
- 7.3 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 Department.
- 7.4 Any changes to the Operator's accounting policies should be notified to the Department on submission of the accounts. The Operator must draw the Department's attention to any differences between its normal accounting policies and generally accepted accounting procedures.
- 7.5 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.
- 7.6 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: PENALTIES

1. General

- 1.1 Penalties shall be imposed against the Operator for each offence in accordance with this Schedule and the Department 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 Department may terminate the contract in terms of clause 47.3(m) of the Conditions of Contract.
- 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 Department 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 (a) Where a trip is not operated on the Thursday prior to an Easter weekend or the Tuesday after an Easter weekend, a penalty of R10 000,00 will apply, and the variable contract rate will not be paid.

- (b) Where a trip is not operated on any Friday or Monday due to bus and/or driver availability problems stemming from private hires, a penalty of R10 000,00 will apply, 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 Where a trip is not operated on any other day of the week (i.e Tuesday to Thursday, Saturday & Sunday), a penalty of R2 000,00 will apply, and the variable contract rate will not be paid.
- 2.4 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.
- 2.5 Despite the above, no penalty will be imposed where trips are cancelled for reasons specified in clause 15 of the Conditions of Contract.
- 3. Providing trips that depart late or early**
- 3.1 Subject to clause 15 of the Conditions of 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 Conditions of 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 1 and 2.

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 operating licence, permit 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 1 and 2 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 (can be different manufacturer but must be same seat capacity, and same engine capacity) in Schedule 2 of the same 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 21 of the Conditions of Contract and as specified in Schedule 2 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 1 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 Conditions of Contract; and
 - (d) Failing to co-operate and provide information as contemplated in clause 8.6 of those Conditions of contract.
- 10.2 If, in the opinion of the Department the Operator has provided such or any other misleading information as contemplated in item 10.1, the Department may request that the necessary corrective action be taken. If the Operator fails to do so within seven days or as requested by the Department to the satisfaction of the Department, 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 Department with any additional information applicable to the operations or where the Operator is so requested by the Department in terms of this contract. If the Operator fails to do so within seven days or as requested by the Department, 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 Electronic Fare Verification Equipment (EFVE) has been installed as required by clause 33 of the Conditions of 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. While Electronic Fare Verification Equipment (EFVE) has not been so installed, the information on patronage must be observed by other methods, such as waybills. 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 the trips provided on all routes in terms of the contract.

12. Failing to install or to have operational Electronic Fare Verification Equipment (EFVE)

12.1 The Operator shall install and commission Electronic Fare Verification Equipment (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 Department, 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 Department. 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 33 of the Conditions of 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 33 of the Conditions of Contract by using manual methods, intensive monitoring or other methods approved by the Department. This must be done from the beginning of the second month of operation to the satisfaction of the Department. 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 Department 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 item is subject to the provisions of the contract which provide that the Department may decide not to pay any claim without adequate documented proof of the required information and data.

13. Failing to implement the BBBEE Codes of Good Practice

If the Operator fails to comply with the targets and milestones of the BBBEE 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 Department. 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 Department in contravention of clause 18 of the Conditions of 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 Department for a change in ownership control as required by clause 4.2 and 4.3 of the Conditions of Contract, a penalty of R10 000,00 will be imposed, if the Department 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 Department in contravention of clause 23.4 of the Conditions of 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 Department.
- 16.2 Where the Operator fails to keep a Passenger Complaints Register as required by clause 23.5 of the Conditions of Contract, a penalty of R5 000,00 per month will be imposed until the Register is kept to the satisfaction of the Department.
- 16.3 Where the Operator fails to respond to a complaint from a passenger as required by clause 23.4 of the Conditions of Contract or has not addressed complaints by the public to the satisfaction of the Department 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 Department in contravention of clause 32.4(ii) of the Conditions of 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 Department.
- 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.

18. Failing to pay a sub-contractor

Where there is subcontracting, If the Operator fails to pay a sub-contractor within the time specified in clause 18 of the contract, a penalty of R50 000,00 or five percent of the amount payable to the sub-contractor, whichever is the highest, will be imposed in the month following the failure to pay. Should three failures in any 12 months occur the penalty will be increased to R150 000,00 or 100% of the amount payable to the sub-contractor, whichever is the highest.

- 18.1 In the event of the Sub-contractor not carrying out Main Operator written instructions regarding any matter of this contract, the Main Operator shall report such sub-contractor to the Department within fourteen (14) days.

19. Amending a sub-contracting agreement without approval

Where the Operator amends a sub-contracting agreement without the prior approval of the Department in contravention of clause 18.8 of the contract, a penalty of R10 000,00 per month will be imposed until the contract is amended or replaced to conform to the *pro forma* contract in Schedule 11 to the satisfaction of the Department. Failure to maintain the 35% of Sub-contracting must be in place for the entire duration of the contract and cancellation of the contract if they fail to replace the sub- contractor within two months.

SCHEDULE 6:

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

1. Route Descriptions

Please note that not all route descriptions might be attached to this schedule and it is the responsibility of the Operator to familiarise themselves with the details of the routes to be operated. The following route descriptions were available at the time for this contract:

1A REVERSE MANDINI TO STANGER BUS RANK STRAIGHT 30.6 KM

Mandini (S29.14546 E31.40314). Get on Road and drive north 0 m. Turn right onto Road 75 m. Turn right onto Mr459 116 m. Get on Mr459 and drive southeast 1.1 km. Turn left onto Mr415 1.1 km. Get on Road and drive southeast 4.7 km. Take left ramp onto R102 4.9 km. Turn right onto R102 5.1 km. Get on R102 and drive southwest 24.4 km. Get on R102 and drive southwest 30.1 km. Turn right onto Gledhow Mill Rd 30.4 km. Stanger Bus Rank (S29.34181 E31.29774) 30.6 km.

1A FORWARD STANGER BUS RANK TO MANDINI STRAIGHT 30.6 KM

Stanger Bus Rank (S29.34181 E31.29774). Get on Gledhow Mill Rd and drive south 0 m. Turn left onto R102 209 m. Get on R102 and drive northeast 512 m. Get on R102 and drive northeast 4.6 km. Turn left onto Road ramp 25.6 km. Turn right onto Road 25.7 km. Get on Road and drive northwest 26.0 km. Turn right onto Mr459 29.5 km. Get on Mr459 and drive northwest 29.6 km. Turn left onto Road 30.5 km. Turn left onto Road 30.6 km. Mandini (S29.14546 E31.40314) 30.6 km.



1B REVERSE MANDINI TO STANGER BUS RANK VIA TUGELA BRIDGE 32.6 KM

Mandini (S29.14546 E31.40314). Get on Road and drive north 0 m. Turn right onto Road 75 m. Turn right onto Mr459 116 m. Get on Mr459 and drive southeast 1.1 km. Turn right onto Mr415 1.1 km. Tugela Bridge 5.5 km. Get on [Tar] and drive southeast 5.5 km. Get on [Tar] and drive southeast 9.7 km. Turn right onto R102 9.8 km. Get on R102 and drive southwest 32.1 km. Turn right onto Gledhow Mill Rd 32.4 km. Stanger Bus Rank (S29.34181 E31.29774) 32.6 km.

1B FORWARD STANGER BUS RANK TO MANDINI VIA TUGELA BRIDGE 32.6 KM

Stanger Bus Rank (S29.34181 E31.29774). Get on Gledhow Mill Rd and drive south 0 m. Turn left onto R102 209 m. Get on R102 and drive northeast 512 m. Turn left onto [Tar] 22.8 km. Get on [Tar] and drive northwest 22.9 km. Tugela Bridge 27.1 km. Get on [Tar] and drive northwest 27.1 km. Turn left onto Mr459 31.4 km. Get on Mr459 and drive northwest 31.5 km. Turn left onto Road 32.5 km. Turn left onto Road 32.5 km. Mandini (S29.14546 E31.40314) 32.6 km.



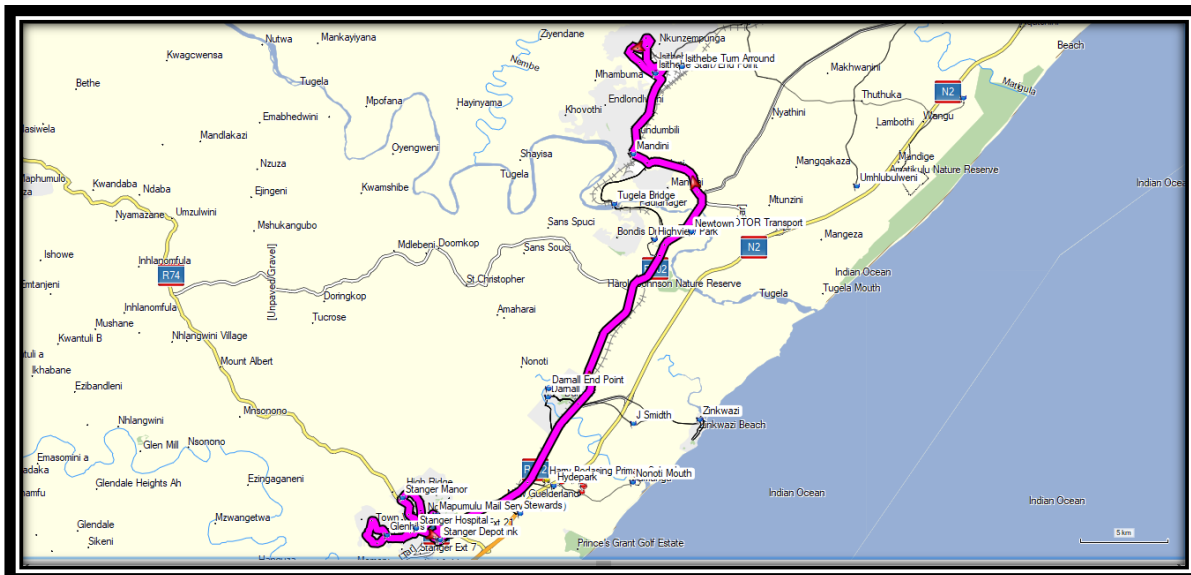
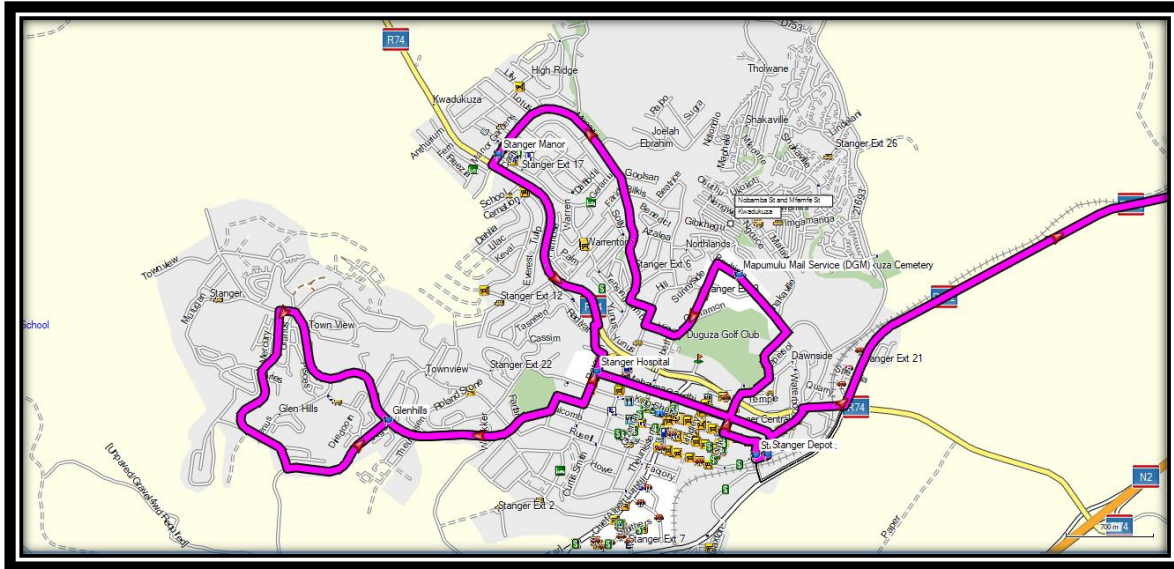
1C REVERSE ISITHEBE START/END POINT TO STANGER DEPOT VIA GLENHILLS 59.0 KM

Isithebe Start/End Point (S29.10441 E31.41510). Get on Blue St and drive northwest 1 m. Get on Blue St and drive northwest 1.1 km. Turn right onto Blue St 1.8 km. Get on Yellow St and drive east 2.6 km. Turn left onto Yellow St 2.7 km. Get on Yellow St and drive northeast 3.4 km. Turn right onto Yellow St 3.4 km. Get on Yellow St and drive southwest 4.0 km. Get on Red St and drive west 6.5 km. Isithebe Start/End Point 6.7 km. Turn left onto Blue St 6.7 km. Turn right onto White St 7.1 km. Get on Mr459 and drive southeast 12.7 km. Turn left onto Mr415 12.8 km. Get on Road and drive southeast 16.3 km. Take left ramp onto R102 16.5 km. Turn right onto R102 16.7 km. Get on R102 and drive southwest 37.7 km. Turn right onto R74 41.2 km. Get on R74 and drive west 41.2 km. Turn left towards King Shaka Rd 41.5 km. Get on King George Rd and drive southwest 41.7 km. Turn right onto Mahatma Gandhi St 41.8 km. Get on Mahatma Gandhi St and drive west 43.1 km. Turn left onto Paterson St 43.2 km. Turn right onto Hulett St 43.5 km. Get on Hulett St and drive west 43.7 km. Turn left onto Saunderson St 43.7 km. Turn right onto Townview Rd 43.8 km. Turn left onto Jupiter Dr 45.1 km. Get on Jupiter Dr and drive west 45.7 km. Turn right onto Jupiter Dr 46.0 km. Turn right onto Murugan Rd 47.5 km. Get on Murugan Rd and drive east 47.6 km. Turn right onto Townview Rd 47.7 km. Turn right onto Jupiter Dr 49.0 km. Glenhills 49.0 km. Get on Jupiter Dr and drive northeast 49.0 km. Turn right onto Townview Rd 49.0 km. Turn left onto Saunderson St 50.3 km. Turn right onto Hulett St 50.4 km. Get on Hulett St and drive east 50.4 km. Turn left onto Paterson St 50.6 km. Stanger Hospital 50.9 km. Turn left onto Colenbrander 51.0 km. Turn right onto Road 51.3 km. Turn left onto R74 51.3 km. Get on R74 and drive north 52.0 km. Turn right onto Manor Dr 53.0 km. Enter roundabout 54.4 km. Take the 2nd left onto Ebrahim Dr 54.5 km. Get on Ebrahim Dr and drive south 55.0 km. Turn left onto Seaview Rd 55.5 km. Turn right onto Hill Cres 55.6 km. Turn left onto Victory Rd 55.8 km. Turn left onto Hibiscus Rd 56.0 km. Turn right onto Bauhinia Rd 56.7 km. Mapumulu Mail Service (DGM) 56.9 km. Get on Bauhinia Rd and drive southeast 56.9 km. Turn right onto Road 57.5 km. Turn right onto Flamboyant Dr 57.9 km. Turn right onto Road 58.1 km. Turn left onto Cato St 58.1 km. Get on Cato St and drive south 58.4 km.

Turn left onto King Shaka St 58.5 km. Turn right onto Gledhow Mill Rd 58.6 km. Turn left onto Clark St 58.8 km. Stanger Depot (S29.34172 E31.29863) 58.9 km.

1C FORWARD STANGER DEPOT TO ISITHEBE START/END POINT VIA GLENHILLS 58.9 KM

Stanger Depot (S29.34172 E31.29863). Get on Clark St and drive west 0 m. Turn right onto Gledhow Mill Rd 90 m. Turn left onto King Shaka St 233 m. Turn right onto Cato St 492 m. Get on Cato St and drive north 558 m. Turn right onto Road 835 m. Turn left onto Flamboyant Dr 914 m. Turn left onto Road 1.1 km. Turn left onto Bauhinia Rd 1.5 km. Mapumulu Mail Service (DGM) 2.1 km. Get on Bauhinia Rd and drive northwest 2.1 km. Turn left onto Hibiscus Rd 2.3 km. Turn right onto Victory Rd 3.0 km. Turn right onto Hill Cres 3.2 km. Turn left onto Seaview Rd 3.3 km. Turn right onto Ridge Rd 3.5 km. Keep left onto Ebrahim Dr 3.6 km. Get on Ebrahim Dr and drive north 4.0 km. Enter roundabout 4.5 km. Take the 1st left onto Ebrahim Dr 4.5 km. Turn left onto R74 5.9 km. Get on R74 and drive south 7.0 km. Turn right towards Colenbrander St 7.6 km. Turn left onto Colenbrander 7.6 km. Turn right onto Paterson St 7.9 km. Stanger Hospital 8.1 km. Turn right onto Hulett St 8.3 km. Get on Hulett St and drive west 8.5 km. Turn left onto Saunder St 8.5 km. Turn right onto Townview Rd 8.7 km. Turn left onto Jupiter Dr 10.0 km. Glenhills 10.0 km. Get on Jupiter Dr and drive northeast 10.0 km. Turn left onto Townview Rd 10.0 km. Turn left onto Murugan Rd 11.3 km. Get on Murugan Rd and drive west 11.4 km. Turn left onto Jupiter Dr 11.4 km. Turn left onto Jupiter Dr 12.9 km. Get on Jupiter Dr and drive east 13.2 km. Turn right onto Townview Rd 13.8 km. Turn left onto Saunder St 15.1 km. Turn right onto Hulett St 15.3 km. Get on Hulett St and drive east 15.3 km. Turn left onto Paterson St 15.5 km. Turn right onto Mahatma Gandhi St 15.7 km. Get on Mahatma Gandhi St and drive east 15.8 km. Turn left onto King George Rd 17.1 km. Get on King George Rd and drive northeast 17.3 km. Turn right onto R74 17.5 km. Get on R74 and drive east 17.7 km. Turn left onto R102 towards Gingindlovu/Empangeni 17.8 km. Get on R102 and drive northeast 21.2 km. Turn left onto Road ramp 42.2 km. Turn right onto Road 42.4 km. Get on Road and drive northwest 42.6 km. Turn right onto Mr459 46.1 km. Get on Mr459 and drive northwest 46.2 km. Turn left onto Blue St 51.8 km. Isithebe Start/End Point 52.3 km. Turn right onto Red St 52.3 km. Get on Red St and drive east 52.4 km. Get on Yellow St and drive northeast 54.9 km. Get on Yellow St and drive southwest 55.5 km. Turn right onto Yellow St 56.2 km. Get on Yellow St and drive west 56.4 km. Get on Blue St and drive southeast 57.9 km. Isithebe Start/End Point (S29.10441 E31.41510) 58.9 km.



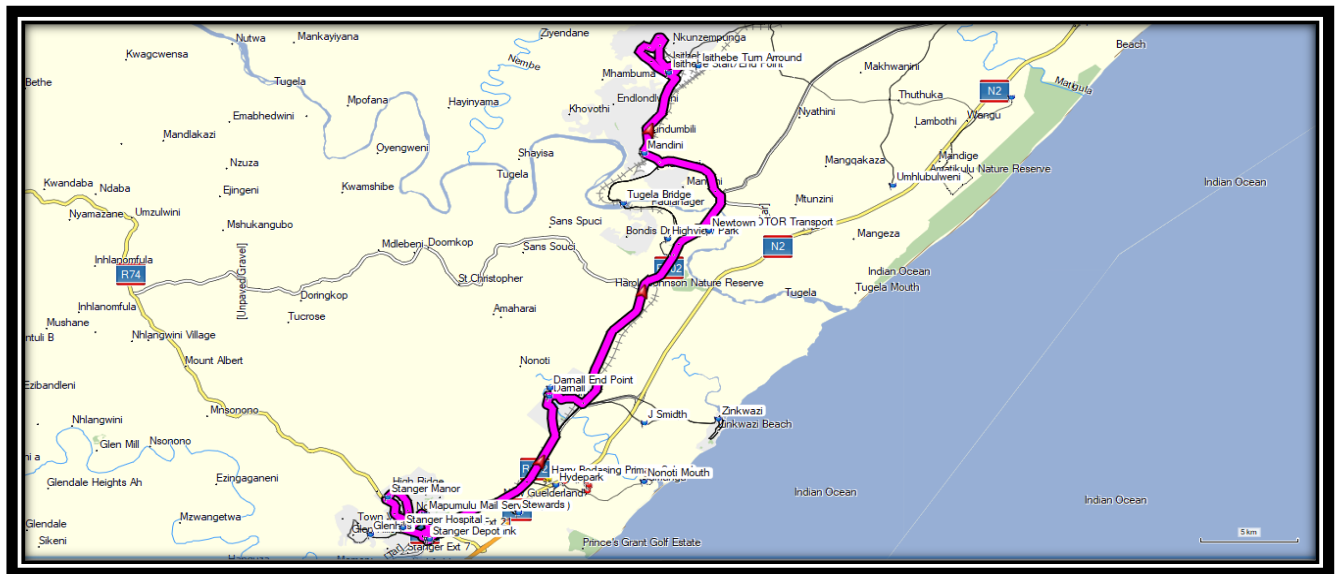
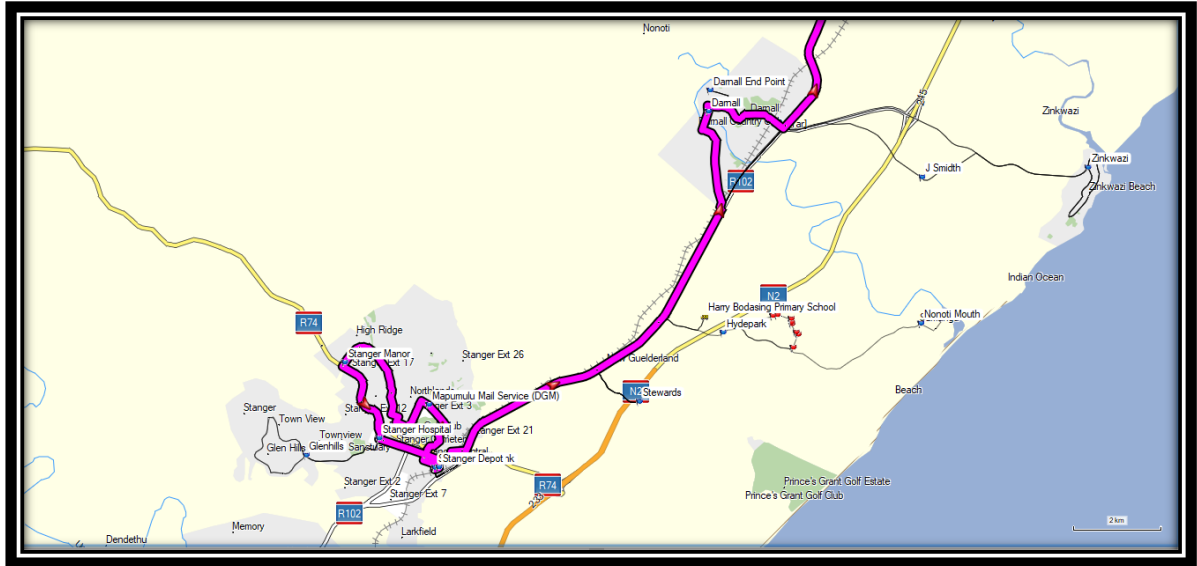
1D REVERSE ISITHEBE START/END POINT TO STANGER DEPOT VIA STANGER MANOR AND DARNALL **53.5 KM**

Isithebe Start/End Point (S29.10441 E31.41510). Get on Blue St and drive northwest 1 m. Get on Blue St and drive northwest 1.1 km. Turn right onto Blue St 1.8 km. Get on Yellow St and drive east 2.6 km. Turn left onto Yellow St 2.7 km. Get on Yellow St and drive northeast 3.4 km. Turn right onto Yellow St 3.4 km. Get on Yellow St and drive southwest 4.0 km. Isithebe Start/End Point 6.7 km. Turn left onto Blue St 6.7 km. Turn right onto White St 7.1 km. Get on Mr459 and drive southeast 12.7 km. Turn left onto Mr415 12.8 km. Get on Road and drive southeast 16.3 km. Take left ramp onto R102 16.5 km. Turn right onto R102 16.7 km. Turn right onto Road 30.8 km. Turn right onto Road 31.3 km. Enter roundabout 31.3 km. Take the 1st left onto Hulett Dr 31.4 km. Enter roundabout 31.8 km. Take the 1st left onto Mill Rd 31.8 km. Bear right onto Mill Rd 31.9 km. Turn left onto Samandhee Dr 32.7 km. Darnall 32.9 km. Get on Samandhee Dr and drive south 32.9 km. Turn left onto D159 33.3 km. Turn right onto

R102 35.4 km. Turn right onto R74 43.4 km. Turn left towards King Shaka Rd 43.7 km. Get on King George Rd and drive southwest 43.9 km. Turn right onto Mahatma Gandhi St 44.0 km. Get on Mahatma Gandhi St and drive west 45.3 km. Turn right onto Paterson St 45.4 km. Turn left onto Colenbrander 45.6 km. Turn right onto Road 45.8 km. Turn left onto R74 45.9 km. Get on R74 and drive north 46.5 km. Turn right onto Manor Dr 47.5 km. Stanger Manor 47.6 km. Get on Manor Dr and drive northeast 47.6 km. Enter roundabout 49.0 km. Take the 2nd left onto Ebrahim Dr 49.0 km. Get on Ebrahim Dr and drive south 49.5 km. Turn left onto Seaview Rd 50.0 km. Turn right onto Hill Cres 50.2 km. Turn left onto Victory Rd 50.3 km. Turn left onto Hibiscus Rd 50.5 km. Turn right onto Bauhinia Rd 51.2 km. Mapumulu Mail Service (DGM) 51.4 km. Get on Bauhinia Rd and drive southeast 51.4 km. Turn right onto Road 52.0 km. Turn right onto Flamboyant Dr 52.4 km. Turn right onto Road 52.6 km. Turn left onto Cato St 52.7 km. Get on Cato St and drive south 52.9 km. Turn left onto King Shaka St 53.0 km. Turn right onto Gledhow Mill Rd 53.3 km. Turn left onto Clark St 53.4 km. Stanger Depot (S29.34172 E31.29863) 53.5 km.

1D FORWARD STANGER DEPOT TO ISITHEBE START/END POINT VIA STANGER MANOR AND DARNALL 53.5 KM

Stanger Depot (S29.34172 E31.29863). Get on Clark St and drive west 0 m. Turn right onto Gledhow Mill Rd 90 m. Turn left onto King Shaka St 233 m. Turn right onto Cato St 492 m. Get on Cato St and drive north 558 m. Turn right onto Road 835 m. Turn left onto Flamboyant Dr 914 m. Turn left onto Road 1.1 km. Turn left onto Bauhinia Rd 1.5 km. Mapumulu Mail Service (DGM) 2.1 km. Get on Bauhinia Rd and drive northwest 2.1 km. Turn left onto Hibiscus Rd 2.3 km. Turn right onto Victory Rd 3.0 km. Turn right onto Hill Cres 3.2 km. Turn left onto Seaview Rd 3.3 km. Turn right onto Ridge Rd 3.5 km. Keep left onto Ebrahim Dr 3.6 km. Get on Ebrahim Dr and drive north 4.0 km. Enter roundabout 4.5 km. Take the 1st left onto Ebrahim Dr 4.5 km. Stanger Manor 5.9 km. Get on Manor Dr and drive southwest 5.9 km. Turn left onto R74 5.9 km. Get on R74 and drive south 7.0 km. Turn right towards Colenbrander St 7.6 km. Turn left onto Colenbrander 7.6 km. Turn right onto Paterson St 7.9 km. Turn left onto Mahatma Gandhi St 8.1 km. Get on Mahatma Gandhi St and drive east 8.2 km. Turn left onto King George Rd 9.5 km. Get on King George Rd and drive northeast 9.6 km. Turn right onto R74 9.8 km. Turn left onto R102 towards Gingindlovu/Empangeni 10.1 km. Turn left onto D159 18.1 km. Turn right onto Samandhee Dr 20.1 km. Darnall 20.6 km. Get on Samandhee Dr and drive north 20.6 km. Turn right onto Mill Rd 20.7 km. Enter roundabout 21.7 km. Take the 3rd left onto Hulett Dr 21.7 km. Enter roundabout 22.1 km. Take the 2nd left onto Road 22.2 km. Turn left onto R102 22.7 km. Turn left onto Road ramp 36.8 km. Turn right onto Road 37.0 km. Get on Road and drive northwest 37.2 km. Turn right onto Mr459 40.7 km. Get on Mr459 and drive northwest 40.8 km. Turn left onto Blue St 46.4 km. Isithebe Start/End Point 46.9 km. Turn right onto Red St 46.9 km. Get on Yellow St and drive northeast 49.5 km. Get on Yellow St and drive southwest 50.1 km. Turn right onto Yellow St 50.8 km. Get on Yellow St and drive west 51.0 km. Get on Blue St and drive southeast 52.5 km. Isithebe Start/End Point (S29.10441 E31.41510) 53.5 km.



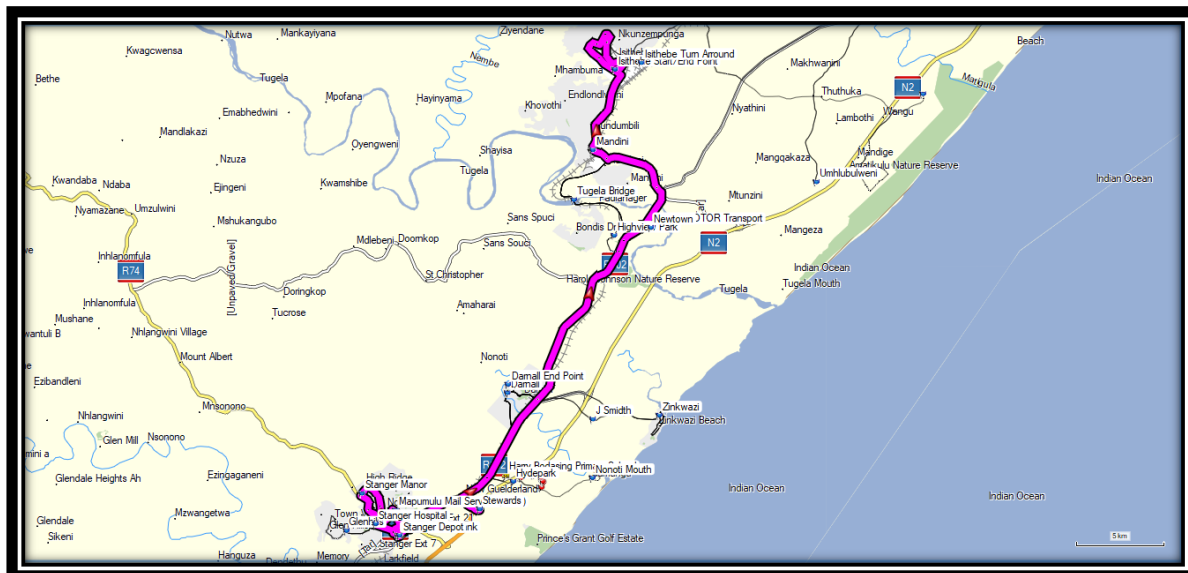
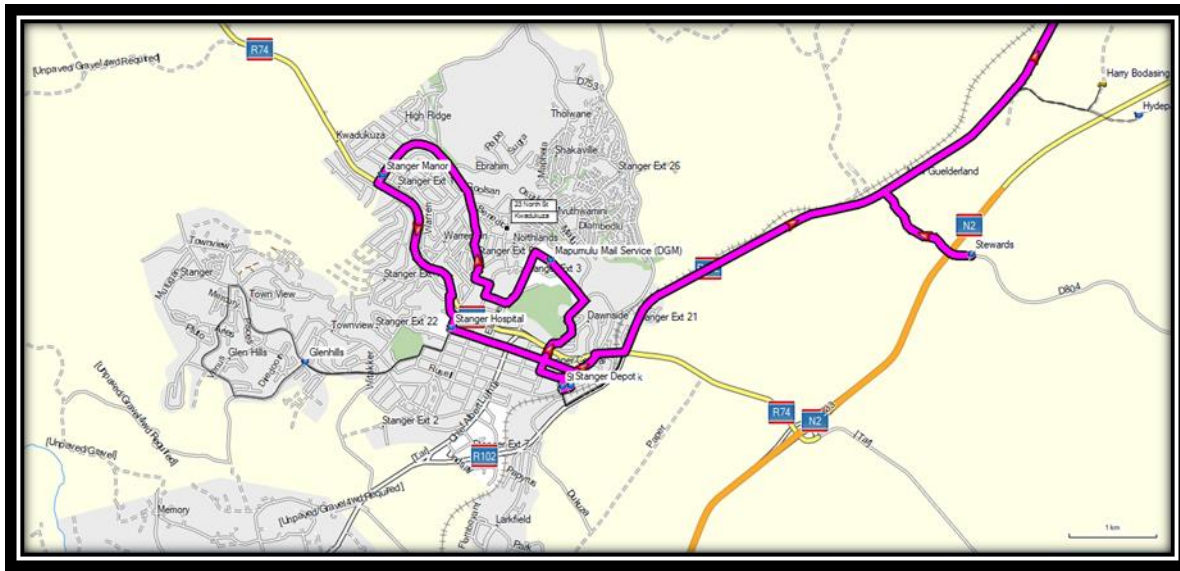
1E REVERSE ISITHEBE START/END POINT TO STANGER DEPOT VIA STEWARDS & STANGER HOSPITAL **53.8 KM**

Isithebe Start/End Point (S29.10441 E31.41510). Get on Blue St and drive northwest 1 m. Get on Blue St and drive northwest 1.1 km. Turn right onto Blue St 1.8 km. Get on Yellow St and drive east 2.6 km. Turn left onto Yellow St 2.7 km. Get on Yellow St and drive northeast 3.4 km. Turn right onto Yellow St 3.4 km. Get on Yellow St and drive southwest 4.0 km. Get on Red St and drive west 6.5 km. Turn left onto Blue St 6.7 km. Isithebe Start/End Point 6.7 km. Turn left onto Blue St 6.7 km. Turn right onto

White St 7.1 km. Turn left onto Mr415 12.8 km. Get on Road and drive southeast 16.3 km. Take left ramp onto R102 16.5 km. Turn right onto R102 16.7 km. Turn left onto D804 37.7 km. Stewards 39.0 km. Get on D804 and drive west 39.0 km. Turn left onto R102 40.3 km. Turn right onto R74 43.7 km. Get on R74 and drive west 43.7 km. Turn left towards King Shaka Rd 44.0 km. Get on King George Rd and drive southwest 44.2 km. Turn right onto Mahatma Gandhi St 44.3 km. Get on Mahatma Gandhi St and drive west 45.6 km. Stanger Hospital 45.7 km. Turn right onto Paterson St 45.7 km. Turn left onto Colenbrander 45.9 km. Turn right onto Road 46.1 km. Turn left onto R74 46.2 km. Get on R74 and drive north 46.8 km. Turn right onto Manor Dr 47.8 km. Enter roundabout 49.2 km. Take the 2nd left onto Ebrahim Dr 49.3 km. Get on Ebrahim Dr and drive south 49.8 km. Turn left onto Seaview Rd 50.3 km. Turn right onto Hill Cres 50.5 km. Turn left onto Victory Rd 50.6 km. Turn left onto Hibiscus Rd 50.8 km. Turn right onto Bauhinia Rd 51.5 km. Mapumulu Mail Service (DGM) 51.7 km. Get on Bauhinia Rd and drive southeast 51.7 km. Turn right onto Road 52.3 km. Turn right onto Flamboyant Dr 52.7 km. Turn right onto Road 52.9 km. Turn left onto Cato St 53.0 km. Get on Cato St and drive south 53.2 km. Turn left onto King Shaka St 53.3 km. Turn right onto Gledhow Mill Rd 53.6 km. Turn left onto Clark St 53.7 km. Stanger Depot (S29.34172 E31.29863) 53.8 km.

1E FORWARD STANGER DEPOT TO ISITHEBE START/END POINT VIA STANGER HOSPITAL AND STEWARDS 53.8 KM

Stanger Depot (S29.34172 E31.29863). Get on Clark St and drive west 0 m. Turn right onto Gledhow Mill Rd 90 m. Turn left onto King Shaka St 233 m. Turn right onto Cato St 492 m. Get on Cato St and drive north 558 m. Turn right onto Road 835 m. Turn left onto Flamboyant Dr 914 m. Turn left onto Road 1.1 km. Turn left onto Bauhinia Rd 1.5 km. Mapumulu Mail Service (DGM) 2.1 km. Get on Bauhinia Rd and drive northwest 2.1 km. Turn left onto Hibiscus Rd 2.3 km. Turn right onto Victory Rd 3.0 km. Turn right onto Hill Cres 3.2 km. Turn left onto Seaview Rd 3.3 km. Turn right onto Ridge Rd 3.5 km. Keep left onto Ebrahim Dr 3.6 km. Get on Ebrahim Dr and drive north 4.0 km. Enter roundabout 4.5 km. Take the 1st left onto Ebrahim Dr 4.5 km. Turn left onto R74 5.9 km. Get on R74 and drive south 7.0 km. Turn right towards Colenbrander St 7.6 km. Turn left onto Colenbrander 7.6 km. Turn right onto Paterson St 7.9 km. Stanger Hospital 8.1 km. Turn left onto Mahatma Gandhi St 8.1 km. Get on Mahatma Gandhi St and drive east 8.2 km. Turn left onto King George Rd 9.5 km. Get on King George Rd and drive northeast 9.6 km. Turn right onto R74 9.8 km. Get on R74 and drive east 10.0 km. Turn left onto R102 towards Gingindlovu/Empangeni 10.1 km. Turn right onto D804 13.5 km. Stewards 14.8 km. Get on D804 and drive west 14.8 km. Turn right onto R102 16.0 km. Turn left onto Road ramp 37.1 km. Turn right onto Road 37.3 km. Get on Road and drive northwest 37.5 km. Turn right onto Mr459 41.0 km. Turn left onto Blue St 46.7 km. Isithebe Start/End Point 47.1 km. Turn right onto Red St 47.1 km. Get on Red St and drive east 47.3 km. Get on Yellow St and drive northeast 49.7 km. Get on Yellow St and drive southwest 50.4 km. Turn right onto Yellow St 51.1 km. Get on Yellow St and drive west 51.2 km. Get on Blue St and drive southeast 52.7 km. Isithebe Start/End Point (S29.10441 E31.41510) 53.8 km.



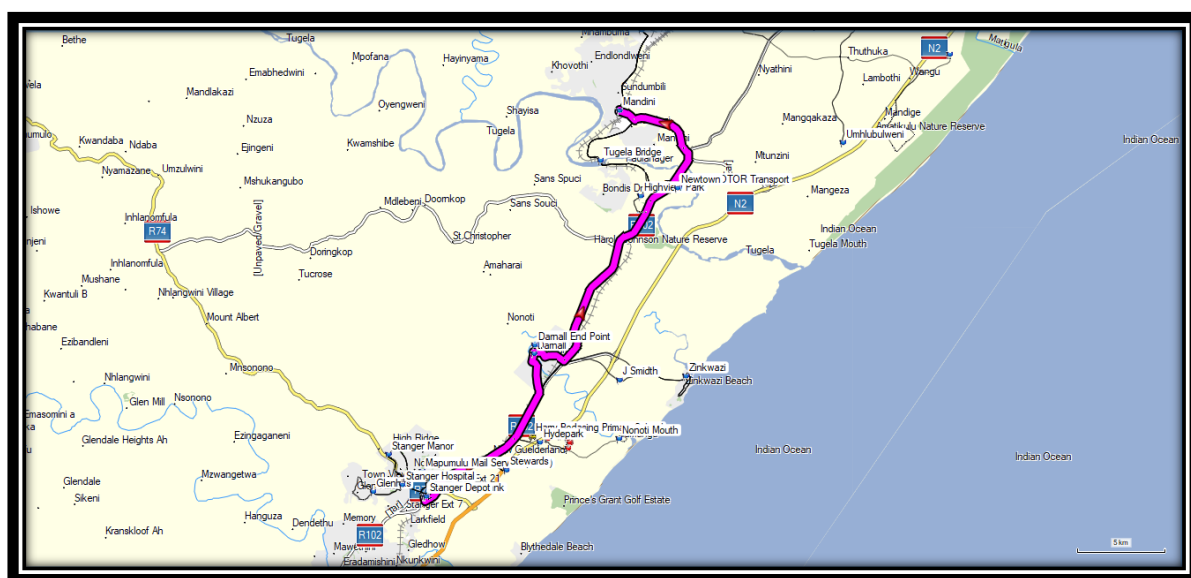
1F REVERSE SCHOOL MANDINI TO STANGER BUS RANK VIA DARNALL 32.9 KM

Mandini (S29.14546 E31.40314). Get on Road and drive north 0 m. Turn right onto Road 75 m. Turn right onto Mr459 116 m. Turn left onto Mr415 1.1 km. Get on Road and drive southeast 4.7 km. Take left ramp onto R102 4.9 km. Turn right onto R102 5.1 km. Turn right onto Road 19.2 km. Turn right onto Road 19.6 km. Enter roundabout 19.7 km. Take the 1st left onto Hulett Dr 19.7 km. Enter roundabout 20.1 km. Take the 1st left onto Mill Rd 20.2 km. Bear right onto Mill Rd 20.3 km. Turn left

onto Samandhee Dr 21.1 km. Darnall 21.3 km. Get on Samandhee Dr and drive south 21.3 km. Turn left onto D159 21.7 km. Turn right onto R102 23.7 km. Get on R102 and drive southwest 32.3 km. Turn right onto Gledhow Mill Rd 32.7 km. Stanger Bus Rank (S29.34181 E31.29774) 32.9 km.

1F FORWARD SCHOOL STANGER BUS RANK TO MANDINI VIA DARNALL 32.9 KM

Stanger Bus Rank (S29.34181 E31.29774). Get on Gledhow Mill Rd and drive south 0 m. Turn left onto R102 209 m. Get on R102 and drive northeast 512 m. Turn left onto D159 9.1 km. Turn right onto Samandhee Dr 11.2 km. Darnall 11.6 km. Get on Samandhee Dr and drive north 11.6 km. Turn right onto Mill Rd 11.7 km. Enter roundabout 12.7 km. Take the 3rd left onto Hulett Dr 12.8 km. Enter roundabout 13.1 km. Take the 2nd left onto Road 13.2 km. Turn left onto R102 13.7 km. Turn left onto Road ramp 27.8 km. Take left ramp onto R102 28.0 km. Get on Road and drive northwest 28.2 km. Turn right onto Mr459 31.7 km. Turn left onto Road 32.8 km. Turn left onto Road 32.8 km. Mandini (S29.14546 E31.40314) 32.9 km.

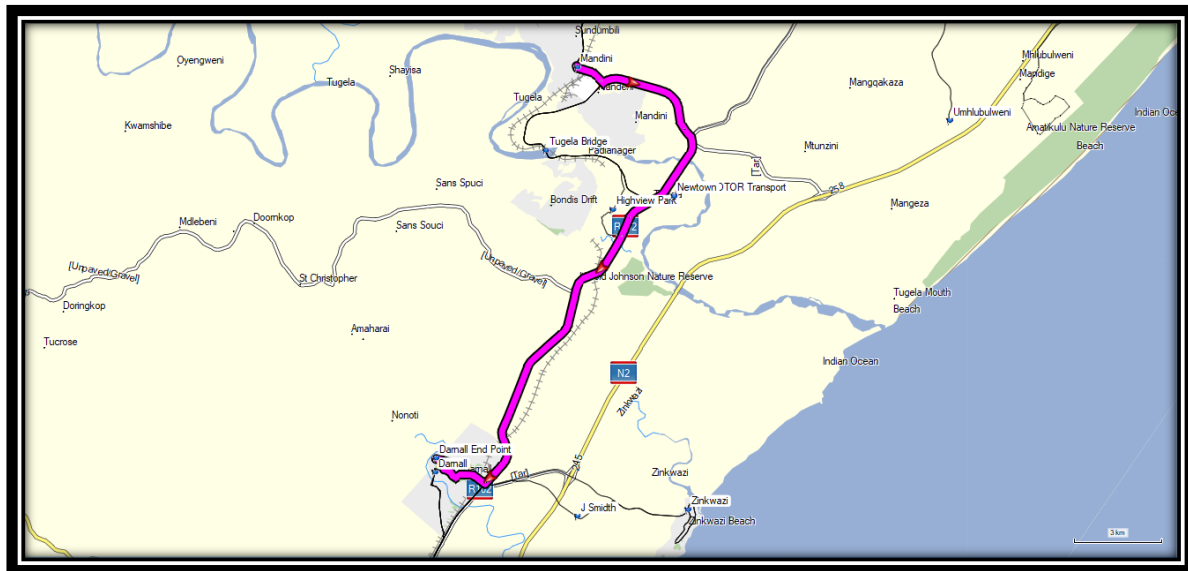


1G FORWARD SCHOOL DARNALL END POINT TO MANDINI STRAIGHT 21.5 KM

Darnall End Point (S29.26480 E31.35730). Get on Gemini Rd and drive east 2 m. Mala Rd and Gemini Rd 409 m. Turn right onto Mala Rd 409 m. Turn left onto Mill Rd 696 m. Enter roundabout 1.3 km. Take the 3rd left onto Hulett Dr 1.4 km. Enter roundabout 1.8 km. Take the 2nd left onto Road 1.8 km. Turn left onto R102 2.3 km. Turn left onto Road ramp 16.5 km. Turn right onto Road 16.7 km. Get on Road and drive northwest 16.9 km. Turn right onto Mr459 20.4 km. Turn left onto Road 21.4 km. Turn left onto Road 21.5 km. Mandini (S29.14546 E31.40314) 21.5 km.

1G REVERSE SCHOOL MANDINI TO DARNALL END POINT STRAIGHT 21.5 KM

Mandini (S29.14546 E31.40314). Get on Road and drive north 0 m. Turn right onto Road 75 m. Turn right onto Mr459 116 m. Turn left onto Mr415 1.1 km. Get on Road and drive southeast 4.7 km. Take left ramp onto R102 4.9 km. Turn right onto R102 5.1 km. Turn right onto Road 19.2 km. Turn right onto Road 19.6 km. Enter roundabout 19.7 km. Take the 1st left onto Hulett Dr 19.7 km. Enter roundabout 20.1 km. Take the 1st left onto Mill Rd 20.2 km. Bear right onto Mill Rd 20.3 km. Turn right onto Mala Rd 20.8 km. Mala Rd and Gemini Rd 21.1 km. Turn left onto Gemini Rd 21.1 km. Darnall End Point (S29.26480 E31.35730) 21.5 km.



1H FORWARD DARNALL END POINT TO MANDINI VIA TUGELA BRIDGE 23.5 KM

Darnall End Point (S29.26480 E31.35730). Get on Gemini Rd and drive east 2 m. Mala Rd and Gemini Rd 409 m. Turn right onto Mala Rd 409 m. Turn left onto Mill Rd 696 m. Enter roundabout 1.3 km. Take the 3rd left onto Hulett Dr 1.4 km. Enter roundabout 1.8 km. Take the 2nd left onto Road 1.8 km. Turn left onto R102 2.3 km. Get on R102 and drive northeast 2.4 km. Turn left onto [Tar] 13.8 km. Get on [Tar] and drive northwest 13.8 km. Tugela Bridge 18.0 km. Get on [Tar] and drive northwest 18.0 km. Turn left onto Mr459 22.4 km. Turn left onto Road 23.4 km. Turn left onto Road 23.5 km. Mandini (S29.14546 E31.40314) 23.5 km.

1H REVERSE MANDINI TO DARNALL END POINT VIA TUGELA BRIDGE 23.5 KM

Mandini (S29.14546 E31.40314). Get on Road and drive north 0 m. Turn right onto Road 75 m. Turn right onto Mr459 116 m. Turn right onto Mr415 1.1 km. Tugela Bridge 5.5 km. Get on [Tar] and drive southeast 5.5 km. Get on [Tar] and drive southeast 9.7 km. Turn right onto R102 9.8 km. Get on R102

and drive southwest 21.1 km. Turn right onto Road 21.2 km. Turn right onto Road 21.6 km. Enter roundabout 21.7 km. Take the 1st left onto Hulett Dr 21.7 km. Enter roundabout 22.1 km. Take the 1st left onto Mill Rd 22.1 km. Bear right onto Mill Rd 22.3 km. Turn right onto Mala Rd 22.8 km. Mala Rd and Gemini Rd 23.1 km. Turn left onto Gemini Rd 23.1 km. Darnall End Point (S29.26480 E31.35730) 23.5 km.



11 FORWARD HARRY BODASING PRIMARY SCHOOL TO MANDINI VIA TUGELA BRIDGE 27.7 KM

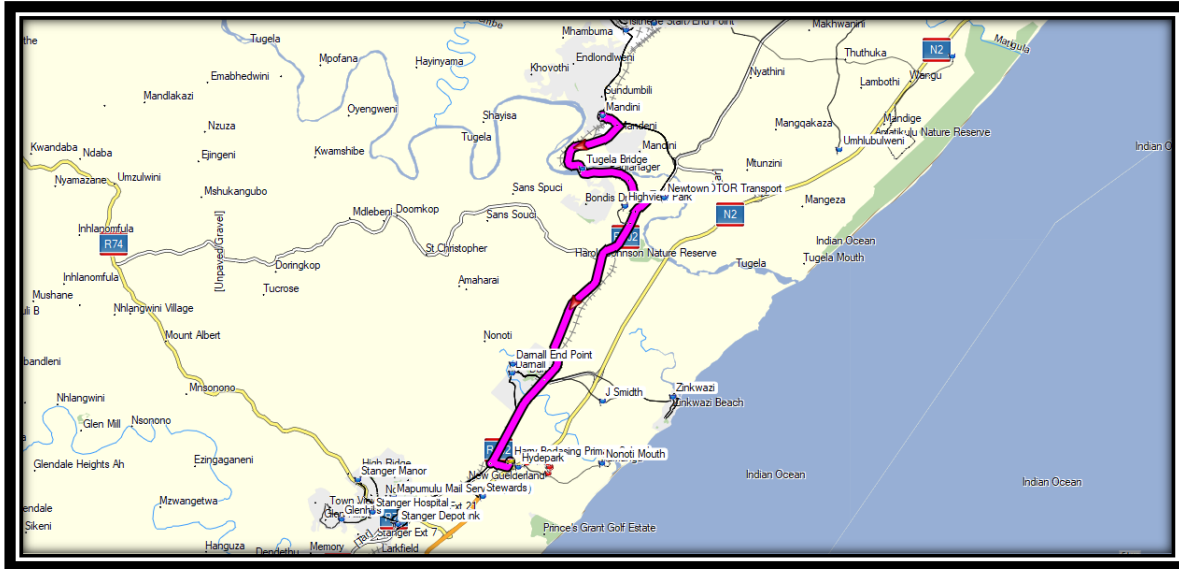
Harry Bodasing Primary School (S29.21092 E31.35616). Get on Unpaved Road and drive south 3 m. Turn right onto Unpaved Road 344 m. Turn right onto Unpaved Road 1.3 km. Turn right onto R102 1.3 km. Get on R102 and drive northeast 1.3 km. Turn left onto [Tar] 17.9 km. Get on [Tar] and drive northwest 17.9 km. Tugela Bridge 22.1 km. Get on [Tar] and drive northwest 22.1 km. Turn left onto Mr459 26.5 km. Turn left onto Road 27.6 km. Turn left onto Road 27.6 km. Mandini (S29.14546 E31.40314) 27.7 km.

11 REVERSE MANDINI TO HARRY BODASING PRIMARY SCHOOL VIA TUGELA BRIDGE 27.7 KM

Mandini (S29.14546 E31.40314).

Get on Road and drive north 0 m. Turn right onto Road 75 m. Turn right onto Mr459 116 m. Turn right onto Mr415 1.1 km. Tugela Bridge 5.5 km. Get on [Tar] and drive southeast 5.5 km. Get on [Tar] and drive southeast 9.7 km. Turn right onto R102 9.8 km. Get on R102 and drive southwest 26.4 km.

Turn left onto Unpaved Road 26.4 km. Turn left onto Unpaved Road 26.4 km. Turn left onto Unpaved Road 27.3 km. Harry Bodasing Primary School (S29.21092 E31.35616) 27.7 km.



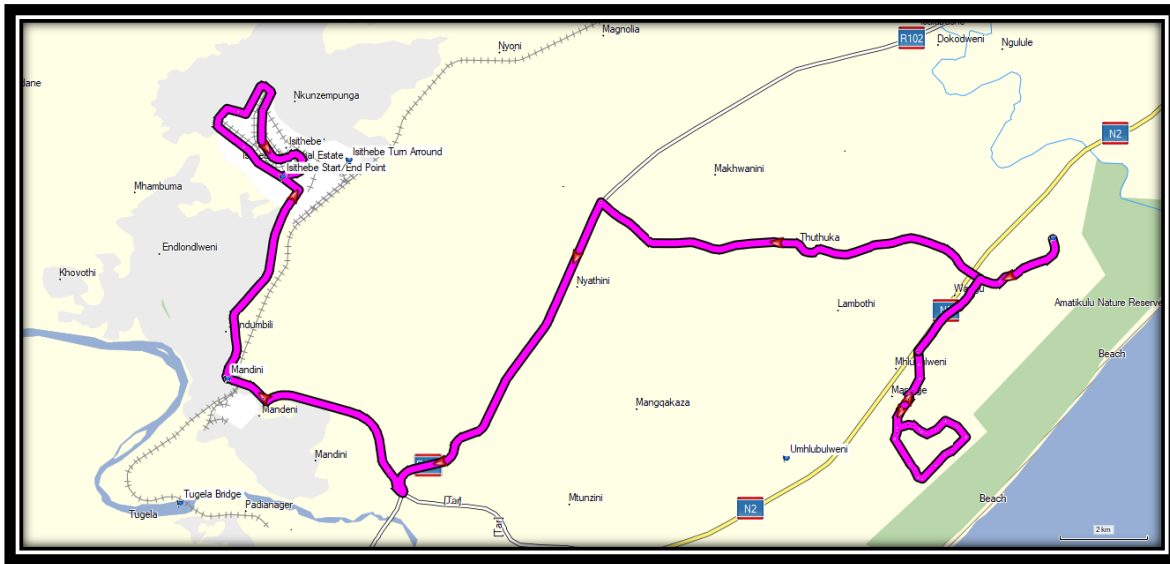
2A F FORWARD ZIKHALI TO ISITHEMBE VIA MANDINI 53.2 KM

Zikhali (S29.11691 E31.58180). Get on [Unpaved/Gravel] and drive south 0 m. Get on [Unpaved/Gravel] and drive southwest 1.7 km. Turn left onto Road 2.1 km. Turn left onto Road 4.3 km. Keep Right and follow road 5.9 km. Turn right 10.6 km. Turn right 12.5 km. Get on Road and drive northeast 16.8 km. Turn left [Unpaved/Gravel] 18.9 km. Turn right onto R102 26.8 km. Get on R102 and drive southwest 26.8 km. Exit left onto ramp onto [Tar] 35.8 km. Turn right onto [Tar] 36.1 km. Get on Road and drive northwest 36.7 km. Turn right onto Mr459 40.2 km. Turn left onto Road 41.3 km. Turn left onto Road 41.3 km. Mandini 41.4 km. Get on Road and drive north 41.4 km. Turn right onto Road 41.4 km. Turn left onto Road 41.5 km. Turn left onto Blue St 46.1 km. Isithebe Start/End Point 46.4 km. Get on Blue St and drive northwest 47.6 km. Turn right onto Blue St 48.4 km. Get on Yellow St and drive east 49.1 km. Turn left onto Yellow St 49.3 km. Get on Yellow St and drive northeast 49.9 km. Turn right onto Yellow St 50 km. Get on Yellow St and drive southwest 50.6 km. Get on Red St and drive west 53.1 km. Isithebe Start/End Point (S29.10441 E31.41510) 53.2 km.

2A REVERSE ISITHEMBE TO ZIKHALI VIA MANDINI 53.2 KM

Isithebe Start/End Point (S29.10441 E31.41510). Get on Red St and drive northeast 1 m. Get on Red St and drive east 167 m. Get on Yellow St and drive northeast 2.6 km. Get on Yellow St and drive southwest 3.3 km. Turn right onto Yellow St 4.0 km. Get on Yellow St and drive west 4.1 km. Get on Blue St and drive southeast 5.6 km. Isithebe Start/End Point 6.7 km. Turn right onto White St 7.1 km. Turn right onto Road 11.8 km. Turn left onto Road 11.8 km. Mandini 11.9 km. Get on Road and drive

north 11.9 km. Turn right onto Road 11.9 km. Turn right onto Mr459 12.0 km. Turn left onto Mr415 13.0 km. Get on Road and drive southeast 16.5 km. Take left ramp onto R102 16.8 km. Turn left onto R102 16.9 km. Get on R102 and drive southwest 24.9 km. Turn left onto [Unpaved/Gravel] 25.0 km. Turn right onto Road 33.8 km. Turn Left 36.0 km. Keep right follow circle route 37.6 km. Turn right 42.6 km. Turn right. Get on Road and drive northeast 44.2 km. Turn right onto Amatikulu 46.3 km. Get on [Unpaved/Gravel] and drive northeast 48.9 km. Zikhali (S29.11691 E31.58180) 53.2 km.



3A REVERSE MANDINI TO UMHlubulweni VIA ISITEMBE AND BETHEL MISSION 46.7 KM

Mandini (S29.14546 E31.40314). Get on Road and drive north 0 m. Turn right onto Road 75 m. Turn right onto Mr459 116 m. Turn left onto Blue St 4.7 km. Turn right onto Blue St 7.0 km. Get on Yellow St and drive east 7.7 km. Turn left onto Yellow St 7.9 km. Get on Yellow St and drive northeast 8.6 km. Turn right onto Yellow St 8.6 km. Get on Yellow St and drive southwest 9.2 km. Turn left onto Brown St 9.3 km. Get on Brown St and drive east 10.4 km. Turn left onto White St 10.7 km. Turn right onto Brown St 10.8 km. Isithebe Turn Around 11.6 km. Get on Brown St and drive northwest 11.6 km. Turn right onto White St 12.4 km. Get on White St and drive east 12.6 km. Get on Nyoni and drive east 17.2 km. Get on Nyoni and drive east 17.4 km. Turn right onto [Unpaved/Gravel] 17.5 km. Get on [Unpaved/Gravel] and drive east 21.3 km. Turn left onto R102 22.2 km. Get on R102 and drive northeast 22.2 km. Matikulu Bridge 32.8 km. Get on R102 and drive south 32.8 km. Turn left onto [Unpaved/Gravel] 35.5 km. Get on [Unpaved/Gravel] and drive southwest 38.8 km. Umhlubulweni (S29.16175 E31.52411) 46.7 km.

Umhlubulweni (S29.16175 E31.52411). Get on Road and drive northwest 0 m. Get on [Unpaved/Gravel] and drive northeast 7.9 km. Turn right onto R102 11.3 km. Matikulu Bridge 13.9 km. Get on R102 and drive south 13.9 km. Get on R102 and drive southwest 24.5 km. Turn right onto [Unpaved/Gravel] 24.5 km. Get on [Unpaved/Gravel] and drive west 25.4 km. Turn left onto Nyoni 29.2 km. Get on Nyoni and drive west 29.3 km. Get on Nyoni and drive west 29.5 km. Get on White St and drive west 34.1 km. Turn left onto Brown St 34.3 km. Isithebe Turn Around 35.1 km. Get on Brown St and drive northwest 35.1 km. Turn left onto White St 35.9 km. Turn right onto Brown St 36.0 km. Get on Brown St and drive west 36.3 km. Turn right onto Yellow St 37.5 km. Get on Yellow St and drive northeast 37.5 km. Get on Yellow St and drive southwest 38.1 km. Turn right onto Yellow St 38.8 km. Get on Yellow St and drive west 39.0 km. Turn right onto White St 42.0 km. Turn right onto Road 46.6 km. Turn left onto Road 46.6 km. Mandini (S29.14546 E31.40314) 46.7 km.



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4A REVERSE STANGER BUS RANK TO NONOTI MOUTH VIA STEWARDS 16.9 KM

Stanger Bus Rank (S29.34181 E31.29774). Get on Gledhow Mill Rd and drive south 0 m. Turn left onto R102 209 m. Get on R102 and drive northeast 443 m. Turn left onto D804 4.5 km. Stewards 5.8 km. Get on D804 and drive west 5.8 km. Turn left onto R102 7.0 km. Turn right onto Unpaved Road 8.7 km. Turn left onto Unpaved Road 8.8 km. Hydepark 10.3 km. Get on Unpaved Road and drive east 10.3 km. Keep left 10.7 km. Turn left. Get on Road and drive southeast 12.6 km. Turn right onto Road 15.8 km. Get on Road and drive northeast 16.1 km. Get on Unpaved Road and drive west 16.7 km. Turn left onto Road 16.9 km. Nonoti Mouth (S29.31237 E31.40295) 16.9 km.



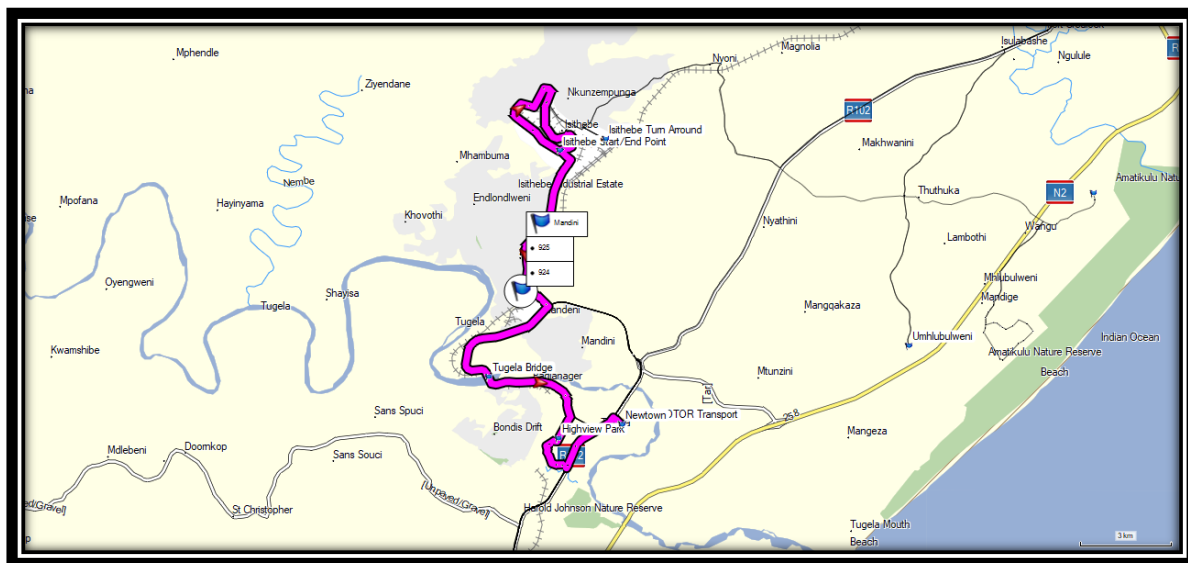
5A REVERSE ISITHEBE START/END POINT TO NEWTOWN VIA TUGELA BRIDGE AND HIGHVIEW PARK 25.6 KM

Isithebe Start/End Point (S29.10441 E31.41510). Get on Blue St and drive northwest 1 m. Turn right onto Blue St 1.8 km. Get on Yellow St and drive east 2.5 km. Turn left onto Yellow St 2.7 km. Get on Yellow St and drive northeast 3.4 km. Turn right onto Yellow St 3.4 km. Get on Yellow St and drive southwest 4.0 km. Get on Red St and drive west 6.5 km. Isithebe Start/End Point 6.7 km. Turn left onto Blue St 6.7 km. Turn right onto White St 7.1 km. Get on Mr459 and drive southeast 12.7 km. Turn right onto Mr415 12.8 km. Tugela Bridge 17.2 km. Get on [Tar] and drive southeast 17.2 km. Turn right onto

Road 19.8 km. Get on Road and drive southwest 19.8 km. Turn left onto Road 19.9 km. Turn right onto Road 20.6 km. Turn right onto Road 21.5 km. Get on Road and drive southwest 21.7 km. Turn left onto Road 21.9 km. Get on Road and drive east 22.6 km. Turn right onto Road 22.8 km. Turn left onto Road 22.8 km. Get on Road and drive southeast 22.8 km. Turn left onto R102 23.0 km. Get on R102 and drive north 23.1 km. Get on R102 and drive northeast 23.8 km. Turn right onto Road 25.2 km. Newtown (S29.18490 E31.43457) 25.6 km.

5A FORWARD NEWTOWN TO ISITHEBE START/END POINT VIA HIGHVIEW PARK AND TUGELA BRIDGE 25.6 KM

Newtown (S29.18490 E31.43457). Get on Road and drive northwest 0 m. Turn left onto R102 368 m. Get on R102 and drive southwest 1.9 km. Get on R102 and drive south 2.5 km. Turn right onto Road 2.6 km. Get on Road and drive northwest 2.8 km. Turn right onto Road 2.8 km. Turn left onto Road 2.8 km. Get on Road and drive west 3.0 km. Turn right onto Road 3.8 km. Get on Road and drive northeast 3.9 km. Turn left onto Road 4.1 km. Get on Road and drive northeast 5.8 km. Turn left onto [Tar] 5.8 km. Tugela Bridge 8.4 km. Get on [Tar] and drive northwest 8.4 km. Turn left onto Mr459 12.8 km. Get on Mr459 and drive northwest 12.9 km. Turn left onto Blue St 18.5 km. Isithebe Start/End Point 18.9 km. Turn right onto Red St 18.9 km. Get on Red St and drive east 19.1 km. Get on Yellow St and drive northeast 21.6 km. Get on Yellow St and drive southwest 22.2 km. Turn right onto Yellow St 22.9 km. Get on Yellow St and drive west 23.1 km. Isithebe Start/End Point (S29.10441 E31.41510) 25.6 km.



Stanger Bus Rank (S29.34181 E31.29774). Get on Gledhow Mill Rd and drive south 0 m. Turn left onto R102 209 m. Get on R102 and drive northeast 578 m. Turn left onto D159 9.1 km. Turn right onto Samandhee Dr 11.2 km. Darnall 11.6 km. Get on Samandhee Dr and drive north 11.6 km. Turn right onto Mill Rd 11.7 km. Enter roundabout 12.7 km. Take the 3rd left onto Hulett Dr 12.8 km. Enter roundabout 13.1 km. Take the 2nd left onto Road 13.2 km. Get on Nkwazi Dr and drive east 21.0 km. Get on Nkwazi Dr and drive southwest 21.9 km. Turn right onto Glen Dr 22.6 km. Get on Glen Dr and drive north 22.6 km. Zinkwazi (S29.28054 E31.43910) 23.9 km.

Zinkwazi (S29.28054 E31.43910). Get on Glen Dr and drive southeast 0 m. Turn right onto Glen Dr 740 m. Get on Glen Dr and drive south 1.2 km. Turn left onto Nkwazi Dr 1.3 km. Get on Nkwazi Dr and drive northeast 2.0 km. Get on Nkwazi Dr and drive west 2.9 km. Turn right onto Road 10.6 km. Enter roundabout 10.7 km. Take the 1st left onto Hulett Dr 10.7 km. Enter roundabout 11.1 km. Take the 1st left onto Mill Rd 11.1 km. Bear right onto Mill Rd 11.3 km. Turn left onto Samandhee Dr 12.1 km. Darnall 12.3 km. Get on Samandhee Dr and drive south 12.3 km. Turn left onto D159 12.7 km. Turn right onto R102 14.7 km. Get on R102 and drive southwest 23.3 km. Turn right onto Gledhow Mill Rd 23.6 km. Stanger Bus Rank (S29.34181 E31.29774) 23.8 km.



6B FORWARD STANGER BUS RANK TO ZINKWAZI VIA DARNALL AND J SMIDTH 24.2 KM

Stanger Bus Rank (S29.34181 E31.29774). Get on Gledhow Mill Rd and drive south 0 m. Turn left onto R102 209 m. Get on R102 and drive northeast 578 m. Turn left onto D159 9.1 km. Turn right onto Samandhee Dr 11.2 km. Darnall 11.6 km. Get on Samandhee Dr and drive north 11.6 km. Turn right onto Mill Rd 11.7 km. Enter roundabout 12.7 km. Take the 3rd left onto Hulett Dr 12.8 km. Enter roundabout 13.1 km. Take the 2nd left onto Road 13.2 km. Bear right onto Unpaved Road 14.6 km. J Smidth 17.1 km. Get on Unpaved Road and drive southeast 17.1 km. Get on Nkwazi Dr and drive east 21.3 km. Get on Nkwazi Dr and drive southwest 22.3 km. Turn right onto Glen Dr 22.9 km. Get on Glen Dr and drive north 23.0 km. Zinkwazi (S29.28054 E31.43910) 24.2 km.

6B REVERSE ZINKWAZI TO STANGER BUS RANK VIA J SMIDTH AND DARNALL 24.2 KM

Zinkwazi (S29.28054 E31.43910). Get on Glen Dr and drive southeast 0 m. Turn right onto Glen Dr 740 m. Get on Glen Dr and drive south 1.2 km. Turn left onto Nkwazi Dr 1.3 km. Get on Nkwazi Dr and drive northeast 2.0 km. Get on Nkwazi Dr and drive west 2.9 km. Turn left onto Unpaved Road 5.8 km. Turn right onto Unpaved Road 7.1 km. J Smidth 7.1 km. Get on Unpaved Road and drive northwest 7.1 km. Turn right onto Road 11.0 km. Enter roundabout 11.0 km. Take the 1st left onto Hulett Dr 11.1 km. Enter roundabout 11.5 km. Take the 1st left onto Mill Rd 11.5 km. Bear right onto Mill Rd 11.7 km. Turn left onto Samandhee Dr 12.5 km. Darnall 12.6 km. Get on Samandhee Dr and drive south 12.6 km. Turn left onto D159 13.1 km. Turn right onto R102 15.1 km. Get on R102 and drive southwest 23.6 km. Turn right onto Gledhow Mill Rd 24.0 km. Stanger Bus Rank (S29.34181 E31.29774) 24.2 km.



Timetables Weekdays

Time	Route No		From	Via	To	Kms
04:30	2A	F	Zikhali	Mandini	Isithebe	53.2
04:30	3A	F	Umhlubulweni	Bethel Mission & Isithebe	Mandini	46.7
05:30	1C	F	Stanger Depot	Glenhills	Isithebe	58.9
05:30	1D	F	Stanger Depot	Darnall & Stanger Manor	Isithebe	53.5
05:30	1E	F	Stanger Depot	Stanger Hospital & Stewards	Isithebe	53.5
05:30	5A	F	Newtown	Highview Park & Tugela Bridge	Isithebe	25.6
06:00	1A	R	Mandini	Straight	Stanger Rank	30.6
06:00	1A	R	Mandini	Straight	Stanger Rank	30.6
06:00	6A	F	Stanger Rank	Darnall	Zinkwazi	23.8
06:10	4A	F	Nonoti Mouth	Hydepark & Stewards	Stanger Rank	16.9
06:30	1A	R	Mandini	Straight	Stanger Rank	30.6
06:30	1A School	R	Mandini	Straight	Stanger Rank	30.6
06:30	1A School	R	Mandini	Straight	Stanger Rank	30.6
06:30	1A School	R	Mandini	Straight	Stanger Rank	30.6
06:30	1A School	R	Mandini	Straight	Stanger Rank	30.6
06:30	1F School	R	Mandini	Darnall	Stanger Rank	32.9
06:30	1G School	R	Mandini	Straight	Darnall	21.5
06:30	1H School	R	Mandini	Tugela Bridge	Darnall	23.5
06:30	1I School	R	Mandini	Tugela Bridge	Harry Bodasing (N.G>Land)	27.7
07:00	1A	F	Stanger Rank	Straight	Mandini	30.6
07:00	1A	R	Mandini	Straight	Stanger Rank	30.6
07:00	6B	R	Zinkwazi	J Smidth & Darnell	Stanger Rank	24.2
08:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
08:00	1A	R	Mandini	Straight	Stanger Rank	30.6
08:50	1A	F	Stanger Rank	Straight	Mandini	30.6
10:30	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
10:30	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
12:30	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
13:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
14:00	1A	F	Stanger Rank	Straight	Mandini	30.6
14:30	1I School	F	Harry Bodasing (N.G.Land)	Tugela Bridge	Mandini	27.7
14:45	1A School	F	Stanger Rank	Straight	Mandini	30.6
14:45	1A School	F	Stanger Rank	Straight	Mandini	30.6
14:45	1A School	F	Stanger Rank	Straight	Mandini	30.6
14:45	1A School	F	Stanger Rank	Straight	Mandini	30.6
14:45	1F School	F	Stanger Rank	Darnall	Mandini	32.9
14:45	1G School	F	Darnall	Straight	Mandini	21.5
14:45	1H School	F	Darnall	Tugela Bridge	Mandini	23.5
15:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
15:00	6B	F	Stanger Rank	Darnall & J Smidth	Zinkwazi	24.2
15:20	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
16:00	6A	R	Zinkwazi	Darnall	Stanger Rank	23.8
16:10	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
16:30	1A	F	Stanger Rank	Straight	Mandini	30.6
16:30	1A	F	Stanger Rank	Straight	Mandini	30.6
17:00	1A	R	Mandini	Straight	Stanger Rank	30.6
17:00	1C	R	Isithebe	Glenhills	Stanger Depot	58.9
17:00	1D	R	Isithebe	Stanger Manor & Darnall	Stanger Depot	53.5
17:00	1E	R	Isithebe	Stewards & Stanger Hospital	Stanger Depot	53.8
17:00	2A	R	Isithebe	Mandini	Zikhali	53.2
17:00	3A	R	Mandini	Isithebe & Bethel Mission	Umhlubulweni	46.7
17:00	5A	R	Isithebe	Tugela BridgeHighview Park	Newtown	25.6
17:10	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
17:10	4A	R	Stanger Rank	Stewards & Hydepark	Nonoti Mouth	16.9

Saturdays

Time	Route No		From	Via	To	Kms
04:30	2A	F	Zikhali	Mandini	Isithebe	53.2
04:30	3A	F	Umhlubulweni	Bethel Mission & Isithebe	Mandini	46.7
05:00	4A	R	Stanger Rank	Stewards & Hydepark	Nonoti Mouth	16.9
05:30	1C	F	Stanger Depot	Glenhills	Isithebe	58.9
06:00	4A	F	Nonoti Mouth	Hydepark & Stewards	Stanger Rank	16.9
06:00	6A	F	Stanger Rank	Darnall	Zinkwazi	23.8
07:00	1A	F	Stanger Rank	Straight	Mandini	30.6
07:00	1A	R	Mandini	Straight	Stanger Rank	30.6
07:00	6A	R	Zinkwazi	Darnall	Stanger Rank	23.8
08:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
08:00	4A	F	Nonoti Mouth	Hydepark & Stewards	Stanger Rank	16.9
08:50	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
09:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
09:30	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
10:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
10:30	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
11:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
11:30	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
12:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
12:30	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
13:00	1C	R	Isithebe	Glenhills	Stanger Depot	58.9
13:30	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
13:30	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
13:30	4A	R	Stanger Rank	Stewards & Hydepark	Nonoti Mouth	16.9
14:30	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
15:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6
15:30	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
16:00	1B	F	Stanger Rank	Tugela Bridge	Mandini	32.6
17:00	2A	R	Isithebe	Mandini	Zikhali	53.2
17:00	3A	R	Mandini	Isithebe & Bethel Mission	Umhlubulweni	46.7
17:00	1B	R	Mandini	Tugela Bridge	Stanger Rank	32.6

Fares to be charged

The Cash, MJT fares to be charged is attached below.

DAILY FARES (2020)

STANGER TO ISITHEBE R 32.00

MANDINI TO STANGER R 27.00

TUGELA TO STANGER R 25.00

MANDINI TO NEWARK R 19.00

MANDINI TO FORT PEARSON R 20.00

MANDINI TO ZINKWAZI R 21.00

MANDINI TO DARNALL	R 22.00
TUGELA TO DARNALL	R 20.00
DARNALL TO ISITHEBE	R 24.00
GLENHILLS TO ISITHEBE	R 30.00

MONTHLY WORKERS

GLENHILLS TO ISITHEBE	R 650.00
MANDINI TO STANGER	R 630.00
GLENHILLS TO MANDINI	R 640.00
STANGER TO ISITHEBE	R 640.00

SCHOLAR FARES (2020)

DAILY FARE

MANDINI TO STANGER	R 27.00
MANDINI TO N G LAND	R 22.00
MANDINI TO DARNALL	R 20.00
DARNALL TO STANGER	R 8.00

MONTHLY FARE

MANDINI TO STANGER	R 500.00
MANDINI TO N G LAND	R 480.00
MANDINI TO DARNALL	R 460.00
DARNALL TO STANGER	R 290.00

WEEKLY WORKERS

MANDINI TO STANGER	R 180.00
STANGER TO ISITHEBE	R 185.00
STANGER MANOR TO ISITHEBE	R 190. 00
STANGER MANOR TO MANDINI	R 180.00
DARNALL TO ISITHEBE	R 175.00
DARNALL TO MANDINI	R 170.00
GLENHILLS TO ISITHEBE	R 195.00
GLENHILLS TO MANDINI	R 190.00
N G LAND TO ISITHEBE	R 180.00
HIGHVIEW PARK TO ISITHEBE	R 145.00
HIGHVIEWPARK TO MANDINI	R 140.00

Reported Passenger Information 2019

The following passenger numbers and revenue were reported for 2019. Please note that this was reported by the current operator on the services provided for the period and the Department cannot guarantee that the numbers and revenue has remained constant. Bidders are to use these figures as indicative only :

	MONTH		Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	TOTAL
Total	Passengers	Cash	34 464	31 597	29 617	30 711	30 702	29 397	30 025	30 820	30 378	30 287	29 925	26 890	364 813
		MJT	15 558	16 630	11 720	13 750	19 980	11 220	15 830	16 420	14 780	19 376	13 846	6 490	175 600
	Passenger revenue	Cash	R483 594	R481 979	R417 810	R589 428	R421 017	R401 493	R406 672	R424 426	R412 001	R453 978	R416 673	R372 965	R5 282 036
		MJT	R261 220	R325 190	R225 720	R274 500	R307 550	R193 740	R313 820	R288 420	R257 185	R337 080	R204 260	R93 260	R3 081 945

SCHEDULE 7: PERFORMANCE MONITORING

Note: All services contracted shall be monitored, in behalf of the department, by the monitoring firm appointed by the Department.

1. KPI Performance Benchmarks and score values

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

Table 1: KPI Benchmark and score values

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

1.2 It 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 Department as part of the Representative's monthly monitoring report.

2. Customer Satisfaction Surveys

2.1 The Department will undertake Customer Satisfaction Surveys during the contract period. These may be route focused or area focused as the Department 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 Department.

2.4 The final reports will be made available to the Operator on quarterly basis 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 Department, and the Operator will be allowed to question the conclusions of the report.

3. Periodic Performance Reviews

- 3.1 The Operator must attend, and ensure that any sub-contractors attend, meetings with the Department as requested by the Department 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 38.11 of the Conditions of 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 Department 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, or sub-contractors, as the case may be, must be of appropriate seniority and responsibility and must include those directors or senior managers of the Operator reasonably requested by the Department.
- 3.5 The officials attending the meetings on behalf of the Department 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 Department.

Table 2: Format for monthly performance evaluations

KPI	Benchmark value (standard)	Score values	Month:	
			KPI value	Score
Reliability	98%	$<98\% = 0; \geq 98\% = 1$		
Punctuality <ul style="list-style-type: none"> On-time departures at terminals & intermediate points On-time arrivals at terminals & intermediate points 	95%	$<95\% = 0; \geq 95\% = 1$		
	90%	$<90\% = 0; \geq 90\% = 1$		
Driver quality <ul style="list-style-type: none"> Passenger complaints Surveys 	2%	$\leq 2\% = 1; >2\% = 0$		
	2%	$\leq 2\% = 1; >2\% = 0$		
Bus availability	98%	$<98\% = 0; \geq 98\% = 1$		
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) RWC pass rate 	2%	$\leq 2\% = 1; >2\% = 0$		
	2%	$\leq 2\% = 1; >2\% = 0$		
	0 serious defects/bus	$0 = 1; >0 = 0$		
	1 other defect/bus	$\leq 1 = 1; >1 = 0$		
	100%	$<100\% = 0; 100\% = 1$		
	98%	$<98\% = 0; \geq 98\% = 1$		
Safety	1%	$\leq 1\% = 1; >1\% = 0$		
Passenger satisfaction	95%	$<95\% = 0; \geq 95\% = 1$		
Contract compliance				

(i) information & reports	100%	<100% = 0; 100% = 1		
(ii) adherence to Department &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 8: CALCULATION OF SERVICE RATES

It is the intension of the Department to receive comparative rates per km for all vehicle types (if required) from prospective bidders for the contract. It is therefore important to note that bidders are to provide for all the cost items that may be incurred during the contract period.

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. The universally accessible vehicle/s are expected to be a modified "standard bus" size, and therefore should be included under the variable cost section of "bus". 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 Table 1A, 1B, 1C and 1D of Form 4. 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 Department 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. As the universally accessible vehicle/s required for this contract are expected to be a modified "standard bus" the fixed cost portion/s for these vehicles are expected to be included under "bus". 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 4.
- 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 Department.
- 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 4. The information must be provided for the first year of contract.
- 2.6 The monthly repayments for vehicles will 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 Department 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 4.

3. Calculation of the total fixed and variable contract costs

The calculation of the total fixed and variable costs is to be done in terms of Table 6 on Form 4.

4. Calculation of the Contract Rate per km

The calculation of the rate per km is to be done in Table 7 on Form 4.

Bidders are to add all fixed costs, variable costs, and profit allocation for the complete first year of operation. The total projected Operating income is subtracted from the total cost of operations to determine the Total "shortfall".

The Total "shortfall" is to be divided by the Scheduled Km ONLY to determine the Contract Rate per km.

SCHEDULE 9: ELECTRONIC EQUIPMENT (EE) OPERATION**1. EE Support**

- 1.1 The EE is supported by software which is controlled, monitored and maintained by the Operator.
- 1.2 The Operator must allow the Department access to the hardware and software for the purpose of auditing as and when the Department deems necessary. The operator 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 should keep the EE in operational and working condition at all time.

2. Revenue Management**2.1 Patronage Data Collection and Analysis**

- 2.1.1 The EE / Ticketing System is the primary source of patronage data. The Operator must ensure on a daily or monthly basis or as required by the department the transfer of patronage data to the Department.
- 2.1.2 Accurate and timely collection of data is dependent upon proper operation of the EE 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 Department on request.

2.2 Patronage Data Adjustment

- 2.2.1 The operator is to as far as reasonably possible ensure that ALL patronage data is recorded on the EE and therefore adjustments only allowed should the system be offline or broken for a period of time.
- 2.2.2 The operator will provide a summary report of equipment failure data, including vehicle control units and validators for the contract area.
- 2.2.3 The Operator will provide the Department 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 an Operator-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 6 for failing to comply with fare evasion procedures.
- 2.3.5 Random audits will be undertaken by the Department or Representative to ensure that steps are being taken to minimise fare evasion.

2.4 Inspectors

- 2.4.1 The Department 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 The Operator is to appoint its own inspectors to also conduct random inspections.
- 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 filed and kept safe for future reference.

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 available in the Operational Area. This must be costed as part of the Bided rates.
- 2.5.2 Ticket outlet opening hours to the public for sales shall be at reasonable times during the operational day. Variations to these hours shall be at the discretion of the Operator to ensure that the passengers / community is served efficiently.
- 2.5.3 To allow for passengers not able to acquire tickets off-vehicle, the Operator must install in each vehicle ticket selling equipment which may be fixed or portable. Any contravention of this rule will constitute a serious breach of contract for which penalties will be applied.
- 2.5.4 Cash ticket sales on vehicles must be limited to a minimum and will be phased out of the system as soon as reasonably possible.
- 2.5.5 The Operator will supply its own tickets / cards for counter sales and for issue to all drivers for on-board sales.
- 2.5.6 The Operator must ensure that drivers have sufficient cash float to give change to passengers buying tickets.
- 2.5.7 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 relevant ticket / card suppliers when necessary.
- 2.5.8 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.

2.7 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.

2.9 Claims

The Operator may not claim or be entitled to claim from the Department any sum for inconvenience, loss or damage to the Operator due to—

- (a) vandalism or wilful 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 Operator 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 10: STYLE GUIDE FOR IMAGE AND MARKETING

[Department to prepare]

SCHEDULE 11: JOURNEY ANALYSIS REPORT

See next page.

CONFIDENTIAL DRAFT

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	Psngrs
-------	-----------	-------------	-----	------	-----	------------	-------------	--------	-------------	---------	---------	--------	--------

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

SCHEDULE 12: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This is an agreement between:

The Department of Transport

(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)

SIGNED at.....on20....

.....

(For and on behalf of the Mandatary)

SCHEDULE 13: PRO FORMA SUB-CONTRACTING AGREEMENT

This is an agreement between:

.....

(Registration number.....("the Operator"), herein represented by

in his/her capacity as

And

.....

(Identity/Registration number.....("the Sub-Contractor"), herein represented by

.....
in his/her capacity as

CONFIDENTIAL DRAFT

Contents

1. Definitions
2. Provision of services
3. Commencement date and duration
4. Payment for services
5. Escalation
6. Vehicles
7. Fares
8. Cession and delegation
9. Access and disclosure
10. Accounting matters
11. Powers and duties of the Operator and Department
12. Services outside of this Agreement
13. Timetables
14. Variations
15. Penalties
16. Confidentiality
17. Disputes
18. Termination of this Agreement
19. *Domicilia* and communication
20. Independent contractor
21. Insurance
22. Change in shareholding
23. Costs

Schedules

1. Timetables
2. Route descriptions and maps
3. Fare tables
4. Vehicle specifications
5. Penalties
6. Contract rates

WHEREAS:

The Operator has concluded a contract with the Municipality/Provincial Administration to provide public transport services in the area;

The Operator and Sub-Contractor have agreed that the Sub-Contractor will provide a part of those services as specified in this Agreement;

The Sub-Contractor agrees to provide the said services in terms of this Agreement:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement any word or expression to which a meaning has been assigned in the Main Contract or the National Land Transport Act, 2009 (Act No. 5 of 2009) ("the Act") or the National Road Traffic Act, 1996 (Act No. 93 of 1996) shall have the meaning assigned to it by the Main Contract and 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:

"Act" or "the Act" means the National Land Transport Act, 2009 (Act No. 5 of 2009);

"Agreement" or "this Agreement" means this Agreement between the Operator and the Sub-Contractor, together with all Schedules thereto;

"CA" means the Contracting Authority contemplated in the Main Agreement;

"contract rates" means the rates per kilometre payable to the Sub-Contractor in terms of this Agreement as set out in Schedule 6;

"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;

"Main Contract" means the abovementioned contract between the Municipality/Province and the Operator concluded at on

“Operator” means, being the Operator in the Main Contract;

“Party” or “Parties” means the Operator or the Sub-Contractor or both of them, as the context indicates; and

“services” means the public transport services to be provided in terms of this Agreement.

2. PROVISION OF SERVICES

2.1 The Sub-Contractor undertakes to operate the services in accordance with this Agreement as set out in Schedule 1: Timetables, Schedule 2: Route Descriptions and Maps and Schedule 3: Fare Tables.

2.2 All bus stops, including intermediate stops must be authorised by the Department and any relevant municipality with due consideration to by-laws and regulations of such municipality.

2.3. Cancellation of scheduled trips is not allowed unless authorised in writing by the Operator.

2.4. The Sub-Contractor must exercise the highest degree of skill, care and diligence in providing the services and operate the services strictly in accordance with this Agreement, to the satisfaction of the Operator. The Sub-Contractor must comply with and strictly adhere to the Operator’s reasonable instructions and directions regarding the operation of the services. The Sub-Contractor must take instructions and directions only from the Operator and the Department or the monitoring staff or duly authorised employees or agents of the Department.

2.5. Should the Sub-Contractor not carry out the Operator’s written instructions regarding any matter relating to this Agreement, the Operator may, within 14 days after having notified the Sub-Contractor of its intention to do so, take steps itself or have steps taken by others on its behalf to give effect to the Operator’s orders not carried out by the Sub-Contractor, without terminating this Agreement and without prejudice to any other rights of the Operator: Provided that if the Operator issues more than three such notices during the period of this Agreement it may terminate the Agreement.

2.6. The Sub-contractor may not refuse to convey a person on a trip or part thereof unless the passenger capacity will be exceeded at the time in question, or on the grounds of violent, abusive or otherwise offensive conduct on the part of that person or other grounds contemplated in applicable road traffic legislation, or because the person refuses to pay the fare.

2.7. Should the Sub-Contractor become aware of circumstances or problems which have prevented, are preventing or will prevent him or her from providing

the services as specified, he/she must, as soon as is reasonably possible after becoming so aware, advise the Operator of such circumstances or problems and also indicate the manner in which the provision of the services were, are or are going to be influenced thereby, if applicable. Such advice must be confirmed in writing as soon as reasonably possible.

- 2.8. If the Sub-Contractor is not able to provide a trip due to a vehicle or driver not being available, he/she must make a prior arrangement with the Operator to hire or borrow a vehicle and/or driver from the Operator.
- 2.9. The Sub-Contractor must screen all drivers to be used to provide the services, who must be in possession of the required professional driving permits, and must comply with the reasonable requirements of the Operator and Department.

3. COMMENCEMENT DATE AND DURATION

3.1. This Agreement shall commence on and terminate on, subject to earlier termination in terms of clause 18.

3.2 The Sub-Contractor shall commence the services on

3.3 Upon expiry or termination of this Agreement or if the Main Contract is cancelled or terminated and the services under the Main Contract are operated for the Department in terms of a new or different contract, the Sub-contractor shall give his/her full co-operation to affect the transition of the services to the new operator and will continue to operate the services until this Agreement expires or is terminated.

4. PAYMENT FOR SERVICES

- 4.1 The Operator will pay the Sub-Contractor monthly for providing the services at the rates per kilometre for revenue kilometres actually provided by the Sub-Contractor, either in terms of the services specified in Schedule 1 or approved variations in accordance with clause 14.
- 4.2 The Sub-Contractor shall be paid in an amount calculated by multiplying the total revenue kilometres by the contract rates, less any penalties.
- 4.3 The amount payable as calculated in terms of clause 4.2 will be escalated in terms of clause 5, after which amounts to be withheld under clause 15 will be deducted. Actual route distances as shown in Schedule 1 shall be used to calculate revenue kilometres for

each trip, provided always that the onus is on the Sub-Contractor to prove that trips have been operated. The Sub-Contractor will not be paid for dead kilometres.

- 4.4 Not later than seven days after the end of each month, the Sub-Contractor must submit to the Operator a monthly claim form in the format prescribed by the Department.
- 4.5 To support the calculation of the Sub-Contractor's monthly claims and to enable proper monitoring of performance, the Sub-Contractor must supply the Operator monthly with the following written statistical data and information for each driver's duty/shift or part thereof in the format required by the Department:
 - (i) the scheduled and actual departure and arrival time of each trip, late and early trips, with proper identification of trip;
 - (ii) detail of trips not operated and reasons therefor;
 - (iii) revenue kilometres of each trip;
 - (iv) cash and multi-journey ticket (MJT) passenger numbers for each trip;
 - (v) the number of each type of MJT presented on each trip;
 - (vi) the value of the cash fares collected;
 - (vii) the value of MJT fares collected;
 - (viii) the number of each passenger type not required to pay for the trip being made (*i.e* pensioner, scholar, under-age child); and
 - (ix) any other information that may be required from time to time by the Department which may be relevant to the operation of the contract.

The Sub-Contractor must retain the abovementioned data and information and keep it available to the Department for inspection for at least three years after the end of the period of the Agreement.

- 4.6 The Sub-Contractor must total the revenue kilometres operated on each route for the particular month without rounding off any figures.
- 4.7 Claim forms must be prepared by the Sub-Contractor, and checked and certified as correct and payable by the Operator.
- 4.8 The monthly claim forms will only be certified by the Operator if it is satisfied with the contents and correctness thereof and all the information has been supplied as specified in this clause.

- 4.9 The Operator must submit the payment certificate to the Department as soon as possible, but not later than three working days after receipt thereof, error free, from the Sub-Contractor.
- 4.10 The Operator must pay the Sub-Contractor as soon as possible but not later than two business days after receipt of payment from the Department by payment into the dedicated bank account of the Sub-Contractor by electronic funds transfer. The Department may reject any payment certificate submitted by the Sub-Contractor that contains errors. The rejected certificate must be returned to the Operator for correction and no discussions in this regard will be entered into between the Department and the Sub-Contractor unless the Department decides otherwise.
- 4.11 The Department may refuse to pay the Sub-Contractor's claim without adequate documented proof of the required data and information that may be requested by the Department.
- 4.12 In addition to any information requested in terms of clause 4.11, the Department may at any time request the Operator to provide any information regarding the operation of this Agreement. The Sub-Contractor must comply with such a request submitted to the Sub-Contractor by the Operator within seven days, or such other period as the Department may allow. Failure to do so will result in penalties being imposed under clause 15.
- 4.13 If in the opinion of the Department the Sub-Contractor provides incorrect, false or fraudulent information linked to any claim which may prejudice the Department, then in addition to any other remedies the Department may have or action it may take, all future payments to the Sub-Contractor or a portion thereof as determined by the Department may be withheld until the amount (*quantum*) of the Department's damages can be determined. Thereafter the Department may deduct the outstanding amount of such damages from any moneys due to the Sub-Contractor. However, the services shall continue subject to the provisions of the contract. If the Department suspects that such incorrect, false or fraudulent information is being provided—
- (i) the Department may immediately appoint auditors to check and verify all books and records of the Sub-Contractor and the Sub-Contractor hereby accepts liability for all auditors', attorney and own client and other costs so incurred, unless it is found that no incorrect, false or fraudulent information has been provided as contemplated above;

- (ii) a certificate under the hand of the responsible officer of the Department shall be *prima facie* proof of the amount (*quantum*) of damages suffered by the Department; and
- (x) the onus of proof shall be on the Sub-Contractor to prove that its officials, servants or agents did not act in a collusive manner or with fraudulent intent or in a negligent manner.

5. ESCALATION

- 5.1 The contract rates will be escalated on the same basis applicable to the contract rates in terms of the Main Agreement.
- 5.2 The Operator must inform the Sub-Contractor timeously of any escalation applicable to such rates to enable the Sub-Contractor to complete his/her monthly claim certificates accordingly.

6. VEHICLES

- 6.1 The Sub-Contractor must provide the services with the vehicles specified in Schedule 4.
- 6.2 Vehicles must at all times comply with the specifications set out in Schedule 4.

When so ordered by the Operator the Sub-Contractor shall remove from the service any unsuitable vehicles. The approval or disapproval of any vehicle by the Operator shall not in any way release the Sub-Contractor from his/her obligation in terms of this Agreement.

The Sub-contractor shall equip, maintain and identify the vehicles in accordance with Schedule 4 and the destination and shift number shall be correctly displayed at the front of each vehicle for every trip.

Any accident damage must be repaired forthwith so that the vehicle complies with Schedule 4.

All vehicles must be clean inside and outside when they leave a depot.

No vehicles with hard seats will be permitted and all vehicles shall be painted in a uniform corporate appearance unless the Operator or Department decide otherwise.

[Note: If the Sub-Contractor will lease or borrow vehicles from the Operator, the Agreement will have to provide for terms and conditions in that regard.]

7. FARES

The onus of collecting fares will be on the Sub-Contractor and all fares collected by the Sub-contractor shall be paid to the Operator in the manner required by the Operator for transfer to the Department.

The cash and multi journey ticket fares to be charged by the Sub-Contractor on all routes operated in terms of this Agreement are subject to approval by the Operator and the Department and the onus will be on the Sub-contractor to comply with the Act in this regard, and if fares form part of the conditions of the Sub-Contractor's operating licences or permits, apply to the relevant Provincial Regulatory Entity for amendment thereof.

When so directed by the Operator or Department, the Sub-Contractor must implement fare increases as directed by them. The Sub-Contractor must give notice of change of fees to the passengers in the manner stipulated by the Operator or Department at least 28 days prior to the change.

The approved fare table shall be available in each vehicle and the Sub-Contractor must maintain proper records of fares as required by the Department.

- 7.1 Failure of the Sub-Contractor to issue valid tickets in respect of fares collected, is regarded as a material breach of contract and may lead to termination of this Agreement in terms of clause 18.

8. CESSION AND DELEGATION

8.1 The Sub-Contractor may not cede its rights or delegate its obligations in terms of this Agreement, or further sub-contract the services or dispose of any or all of its rights, title, obligation or interest in and to this Agreement to any other party without the prior written consent of both the Operator and the Department.

8.2 The Sub-Contractor may not contract out any support service, including but not limited to inspection, statistical analyses, tyre maintenance, salary and wage administration and any like service without the prior written consent of both the Operator and Department, which consent shall not be unreasonably withheld.

8.3 Failure to comply with this clause may be regarded as a material breach of this Agreement and entitle the Operator to terminate it in terms of clause 18.

8.4 Where the Operator has granted consent for a further sub-contract, it may at any time withdraw such consent on 30 days' written notice, and in that event no claim against the Operator by the Sub-Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained,

and the Sub-Contractor indemnifies the Operator against any claims and cost incurred.

9. ACCESS AND DISCLOSURE

9.1 The Operator and the Department, and any person duly authorised by them shall at all reasonable times have access to all vehicles, workshops, offices and depots of the Sub-Contractor for the purpose of monitoring service quality, patronage and ticket and general inspection, and the Sub-Contractor shall provide for and render every assistance regarding such access or in obtaining the right thereto.

9.2 The Sub-Contractor must inform all his/her employees of the identity, powers and duties of the Operator and monitoring staff appointed by the Department. For purposes of identification the Operator must provide such staff with a unique personal identity card and photograph.

9.3 The Sub-Contractor must, at the request of the Operator or the Department, produce proof of the validity of all licences, permits and other requirements necessary to perform this Agreement. Such proof shall be furnished not later than seven days from the date of receipt of a written request.

10. ACCOUNTING MATTERS

10.1 The Sub-Contractor must keep proper accounting and financial records in respect of this Agreement in accordance with generally accepted accounting practice and have such records audited annually. The Sub-Contractor must also annually, within six months of the end of his/her financial year, submit to the Operator copies of such financial statements, together with the auditors' report and such operating data as the Operator may require. All accounting records and waybills must be kept for at least three years after termination or expiration of this Agreement and may be kept on microfilm.

11. POWERS AND DUTIES OF OPERATOR AND DEPARTMENT

11.1 The Operator and the Department and their agents or representatives shall have the right to investigate any complaint, objection or representation made by passengers, local authorities or other interested persons relating to the services.

11.2 Should the Sub-Contractor become aware that any of his/her employees have threatened any such agent or representative, or the monitoring staff whilst carrying out their duties, he/she shall be obliged to take immediate disciplinary action against such employees.

11.3 The Sub-Contractor must meet with the Operator and representatives of the Department at least on a monthly basis to discuss issues related to this Agreement.

12. SERVICES OUTSIDE OF THIS AGREEMENT

12.1. In addition to the services that the Sub-Contractor must provide in terms of this Agreement, he/she may operate, with prior written approval from the Operator, any other passenger transport services, provided that the operation thereof will in no way interfere with or inhibit his/her ability to provide the services in terms of this Agreement.

13. TIMETABLES

- 13.1 The full route description and standard day timetables for each route to be provided in terms of this Agreement are set out in Schedule 1.
- 13.2 The Operator shall formulate a proposed timetable to apply during holiday periods at least 14 days prior to public holidays and/or holiday periods. Such a timetable will be binding on the Sub-Contractor for such holiday period.
- 13.3 Permanent changes to the passenger numbers being carried may necessitate changes to the timetables and the number of vehicles required to operate the service. The Sub-Contractor will be required to adjust his/her operations to meet the new circumstances, subject to clause 14 (variations).
- 13.4 No changes to the route descriptions and timetables are permitted unless prior written authority is given by the Operator authorising such a change.

14. VARIATIONS

The Operator may make the following variations to the services within the service area, provided that the prior consent of the Department is required before any variation that results in an increase in revenue kilometres is effected:

- a) to increase or decrease the number of scheduled trips on any route or routes;
- b) to omit any route or add a new route;
- c) to lengthen, shorten or alter an existing route, where "alter" means to change the route without increasing or decreasing the kilometre length thereof;
- d) to alter the number or location or authorised stops, in consultation with the relevant local authority and/or traffic authority where applicable and
- e) to change the timetable of any portion of the service.

- 14.1 No such variation shall in any way invalidate or vitiate this Agreement. The Operator must notify the Sub-Contractor in writing of any variations made to the existing services and the Sub-Contractor must comply with any such variations. Not less than seven days' notice, unless a shorter period is approved by the Operator, of any intended changes to the timetable must be given to passengers by the Sub-Contractor.
- 14.2 The Sub-Contractor may apply in writing to the Operator for a variation in the types of vehicles which are used in providing the services, on the basis of a change in passenger demand or the utilization of better suited vehicles with a different capacity from those included in the contract. Prior to the Operator consenting to such a variation the financial implications thereof on the contract rates and timetables shall be agreed upon in writing. The decision of the Operator in this regard shall be final and be communicated to the Sub-Contractor in writing.
- 14.3 If it appears to the Sub-Contractor that the passenger demand on a particular route or trip regularly exceeds vehicle passenger capacities, the Sub-Contractor may apply to the Operator for permission to introduce additional trips to cater for such passengers. If written permission is granted and additional trips introduced, the Operator shall compensate the Sub-Contractor therefor at the variable contract rate as from the first day of the month following the approval and all costs incurred by the Sub-Contractor prior to that day shall be for the Sub-Contractor's own account.
- 14.4 If it appears to the Sub-Contractor that the passenger demand on a particular route or trip is regularly less than fifty percent of the possible passenger kilometre capacity for a legally seated vehicle, the Operator may at the request of the Sub-Contractor approve that—
- (i) the vehicle on the particular route or trip be replaced with an alternative type of vehicle at the applicable fixed and variable contract rate for the vehicle with the lower seating capacity for the relevant kilometres; or
 - (ii) the Sub-Contractor continues operating the vehicle, in which case the Sub-Contractor will be paid at the applicable fixed and variable contract rate for the vehicle with the lower seating capacity as the Operator might consider appropriate for the circumstances for the relevant kilometres.

If the Operator does not approve the application, it will remove the trip or route from the timetable.

15. PENALTIES

The services shall be fully monitored in the first month of operation and all offences listed, but penalties will not be imposed in the first month. Thereafter penalties shall be imposed as set out in Schedule 5 and be deducted from each monthly claim. In all cases revenue kilometres shall only be paid for trips which have actually been operated.

16. CONFIDENTIALITY

The Parties shall keep confidential and not disclose without prior written consent of the other Party any trade, business or confidential information supplied by either Party in terms of or in executing this Agreement except where obliged to do so in terms of legislation or by a court of law.

17. DISPUTES

Should any dispute or difference arise between the Parties in connection with or arising from this Agreement the Party declaring the dispute or difference shall notify the other Party in writing, and the Parties shall attempt to resolve the matter by agreement within 21 days of receipt of the notice by the latter Party. If no resolution can be achieved within such period, the dispute or difference may be settled by way of mediation or arbitration if the Parties agree, in accordance with agreed procedures.

18. TERMINATION OF THE AGREEMENT

The Operator may, after not less than seven days' written notice to the Sub-Contractor or his/her executor, if applicable, terminate this Agreement and if appropriate claim damages or alternatively, at its option, the Operator may institute a claim for damages and/or sue for specific performance against the Sub-Contractor or claim any other lawful remedy if—

- a) application is made for the sequestration of the Sub-Contractors' estate;
- b) the Sub-Contractor publishes a notice of surrender of his/her estate or presents a petition for the acceptance of the surrender of his/her estate insolvent;
- c) the Sub-Contractor makes a compromise with his/her creditors or assigns in favour of his/her creditors;
- d) the Sub-Contractor agrees to carry out this Agreement under the supervision of a committee representing his/her creditors;
- e) the Sub-Contractor commits any other act of insolvency or goes into liquidation whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction);
- f) judicial execution is levied on the Sub-Contractors' goods;

- g) the Sub-Contractor cedes or assigns this Agreement or part thereof without the Operator's written consent;
- h) the penalties imposed in terms of Schedule 5 excluding amounts withheld in terms thereof, 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;
- i) the Operator has issued more than three notices contemplated in clause 2.5 or the Sub-Contractor
- aa) has offered, promised, or given a bribe or other gift or remuneration to any officer or employee in the service of the Operator or the Department in connection with the obtaining or execution of this Agreement,
- bb) has acted in a fraudulent manner or in bad faith in obtaining or executing a contract with any Government department, provincial administration, public body, company or person;
- cc) has abandoned his/her obligations in terms of this Agreement
- dd) has without reasonable excuse failed to commence the services on the commencement date or has suspended the services after receiving from the Operator written notice to proceed,
- ee) has acted in a manner that is dishonest, contrary to the public interest or in any other way undesirable for the purposes of this Agreement,
- ff) is discovered to have provided incorrect, false or fraudulent information as contemplated in clause 14.5;
- gg) has breached any material term of the Agreement not mentioned above; or
- hh) is deceased, in the case of the Sub-Contractor being a natural person;
- ii) is guilty of not issuing valid tickets as described in clause 7.5;
- jj) is fomenting labour unrest with the Operator's staff; or
- kk) has failed to notify the Operator and Department of a change in its ownership control in terms of clause 22.

If the Sub-Contractor–

- a) consistently fails to observe the terms of this Agreement despite the fact that penalties have been imposed, with the result that the quality of the services is unacceptable to the Operator or Department;
- b) fails to submit copies of annual financial statements and auditors report and other data as required by clause 10;
- c) has failed to take out or maintain insurance as required by clause 21,

the Operator may give the Sub-Contractor no less than 14 days' written notice to rectify the matter. If the Sub-Contractor does not rectify the matter as specified in the notice, the Operator may after seven days' written notice to the Sub-Contractor, terminate the Agreement and if appropriate claim damages, alternatively at its option the Operator

may institute a claim for damages and/or sue for specific performance against the Sub-Contractor or enforce any other lawful remedy.

On termination of this Agreement in terms of this clause, should the amounts the Operator must pay to complete the contract exceed the sum that would have been payable to the Sub-Contractor on due completion by him/her, the Sub-Contractor shall upon demand pay the Operator the difference which will be deemed a debt due by the Sub-Contractor to the Operator and shall be recoverable accordingly.

Termination of this Agreement shall be without prejudice and any rights of the Operator in respect of any antecedent breach of contract by the Sub-Contractor.

In the event of the Operator breaching any terms or conditions of this Agreement, the Sub-Contractor may give the Operator not less than 14 days' written notice of such breach, calling upon the Operator to remedy the same. Should the Operator fail to remedy the breach in accordance with the notice this Agreement may either be terminated after a further seven days' written notice or at the option of the Sub-Contractor, the Sub-Contractor may institute a claim for damages and/or sue for specific performance against the Operator or claim any other lawful remedy that the Sub-Contractor may have against the Operator.

This Agreement will terminate automatically if the Main Contract is terminated for any reason, with effect from the date that the Main Contract is terminated.

The Operator may for any reason other than those contemplated above terminate this Agreement on not less than three months' written notice of such termination given to the Sub-Contractor. In such case it will be obliged to pay the Sub-Contractor such damages as the Sub-Contractor is able to prove, provided that such damages shall not exceed ten percent of the value of the uncompleted services. Apart from the foregoing, the Sub-Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination of contract.

In the case of termination of this Agreement the Operator or Department may immediately appoint auditors to check and verify all relevant books, records and other data of the Sub-Contractor relating to the Agreement and the Sub-Contractor shall give full co-operation in this regard.

19. DOMICILIA AND COMMUNICATION

19.1. The *domicilia citandi et excutandi* of the Parties for the service of notices and legal documents for all purposes arising out of or in connection with this Agreement shall be:

The Operator

The Sub-contractor

The other particulars of the Parties are :

The Operator Telephone number :
 Telefax number :

The Sub-contractor Telephone number :
 Telefax number :

19.2. The Parties shall give notice in writing of any change of the abovementioned *domicilia* and other relevant particulars, at least 14 days prior to such new particulars becoming effective.

19.3. Communication shall be maintained by using the following methods:

- a) hand delivery,
- b) registered mail,
- c) Telefax, telegram or telex or,
- d) Courier

19.4. Any notice given in terms of this contract shall 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 day following date of posting, if sent by prepaid registered mail
- c) on the day after dispatch, if sent by telefax, telegram or telex, provided that the other Party has acknowledged receipt by the same method; or
- d) on the day after dispatch, if delivered by courier

20. INDEPENDENT CONTRACTOR

The Sub-Contractor shall act as an independent contractor and not as an employee or agent of the Operator and has no authority to bind the Operator contractually to any other party. In particular, the Operator shall not be liable to pay any retrenchment or severance pay to any of the employees of the Sub-Contractor on dismissal.

21. INSURANCE

21.1 The Sub-Contractor must take steps to ensure the safety of the passengers and property. The Operator shall not be liable for any loss or damages resulting from damage to property or the death of or injury to any person which is caused by an intentional or negligent act or omission of the Sub-Contractor or his/her agents or employees and the Sub-Contractor hereby indemnifies the Operator against all

claims, demands, lawsuits, damages, costs (including attorney and client costs), charges expenses whatsoever in this regard.

- 21.2 The Sub-Contractor must take out and maintain throughout the duration of the Agreement, at his/her own expense public liability insurance for at least ten million rand (R10m), and other insurance and in such amounts as the Operator may from time to time direct with an insurance company, chosen by the Sub-Contractor and acceptable to the Operator, properly registered in the Republic. Proof of such insurance must be submitted to the Operator prior to the commencement of the services and the Sub-Contractor must advise the Operator in writing of any changes thereto and provide the Operator with proof of payment of monthly premiums on demand.

22 CHANGE IN SHAREHOLDING

- 22.1 The Sub-Contractor must notify the Operator and Department in writing within seven days of any change in its shareholding or ownership, providing full details. Failure to do so will result in the imposition of a penalty in accordance with Schedule 5, and entitle the Operator to terminate this Agreement.

23 COSTS

Each Party will bear its own costs in relation to the drafting and negotiation of this Agreement.

Signed at on this day of

For: (Operator)

Full names:

Capacity:

Authority:

Witness 1:

Full names:

Witness 2:

Full names:

Signed at on this day of

For: (Sub-Contractor)

Full names:

Capacity:

Authority:

Witness 1:

Full names:

Witness 2:

Full names:

CONFIDENTIAL DRAFT

Section P

Volume 3: Forms

Part 1: Compulsory Forms

- Form 1: Affidavit regarding previous convictions for offences
- Form 2: Schedule of existing or proposed vehicles
- Form 3: Calculation of contract rates and contract amount
- Form 4: Proposed organisation structure of Bidder
- Form 5: Schedule of employees to be used on the contract
- Form 6: Declaration and undertaking in terms of regulation 5 of the National Land Transport Regulations on Contracting for Public Transport Services
- Form 7: Certificate of conditions of a loan, guarantee or other financial assistance provided to the Bidder

Part 2: Additional forms (Optional)

- Form 8: Schedule of existing and previous public transport services operated by bidder
- Form 9: Operating licences or permits held by the Bidder

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

FORM 1: AFFIDAVIT REGARDING PREVIOUS CONVICTIONS FOR OFFENCES

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

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

The Bidder and/or any director, member or other office bearer of the Bidder 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.***

CONFIDENTIAL DRAFT

KWAZULU-NATAL DEPARTMENT OF TRANSPORT**FORM 2: 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. All vehicles to be used must be registered in KwaZulu-Natal
3. The Operator must only supply details of those vehicles that are intended for use on this contract.
4. Certificates of homologation for all vehicle types to be used during the contract period must be attached to this Form.
5. A copy of the last vehicle license issued must be attached for vehicles that are currently owned by the Operator.
6. Where vehicles are to be purchased or leased a copy lease/purchase agreement and proof that they have been registered in terms of the National Traffic Information System (NaTIS) must be produced before the commencement date.
7. In Table A provided below the Operator must provide details of its current vehicle fleet to be used on this contract, including spare vehicles.
8. 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															
Vehicl e reg. no.	Type &model name of engine and chassis manufacturer	N/ U	P/L*	Type of vehicle according to classificati on standard: S Midi : M Train : T	Name of body manufactur er	Year of first registratio n of chassis	Year of rebuild/ rehabilitation		Age (years)		Engine			Passenger Capacity	
							Body	Chass is	Engin e	Curre nt body on chassi s	Typ e	Kwo ut- put	Year re- con	Seate d	Standin g

AVERAGE AGE : 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	
							Bod y	Chassi s	Engin e	Curre ntbod y on chassi s	Typ e	kwo ut-put	Year re-con	Seate d	Standin g

AVERAGE AGE : CHASSISBODIES * Copies of contracts to be provided if requested

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

FORM 3: CALCULATION OF RATES

Note:

1. The variable cost component

A variable contract rate(price per kilometre) is to be calculated per vehicle type. The universally accessible vehicle/s are expected to be a modified “standard bus” size, and therefore should be included under the variable cost section of “bus”.

The Bidder 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. As the universally accessible vehicle/s required for this contract are expected to be a modified “standard bus” the fixed cost portion/s for these vehicles are expected to be included under “bus”.

To support the Bidder’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 Bidder 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 Bidder 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 total fixed and variable contract costs

The calculation of the total fixed and variable costs is to be done in terms of Table 6.

4. Calculation of the Contract Rate per km

The calculation of the rate per km is to be done in Table 7. Bidders are to add all fixed costs, variable costs, and profit allocation for the complete first year of operation. The total projected Operating income is subtracted from the total cost of operations to determine the Total “shortfall”. The Total “shortfall” is to be divided by the Scheduled Km ONLY to determine the Contract Rate per km.

5. Escalation

- 5.1 The variable contract rate shall be escalated monthly, in the following manner:
- 5.2 The escalation formula set out in this clause is designed to compensate for variations in input costs affecting the agreed rate for the provision of the services.
- 5.3 The value of each payment certificate shall be increased or decreased by the amount obtained by multiplying “Ac” defined below, by the adjustment factor determined according to the formula:

$$F = (1 - x) \left[\left(a \times \frac{Lt}{Lo} \right) + \left(b \times \frac{Ft}{Fo} \right) + \left(c \times \left(\frac{CPI_t}{CPI_o} \right) \right) \right]$$

Where $a + b + c = 1$

And in which the symbols have the following meanings:

“x” is the proportion of fixed costs not subject to adjustment and its value is **15% (0,15)**.

“a” is the coefficient deemed to represent the proportionate value of labour costs linked to labour categories as determined by the Bargaining Council. A value of **0,25 (25.0%)** percentage shall be applied for this contract.

“b” is the coefficient deemed to represent the proportionate value of fuel. A value of **0,134 (13.4%)** percentage shall be applied for this contract.

“c” is the coefficient deemed to represent the proportionate value of all other costs (excluding Labour and Fuel). A value of percentage **0.616(61.6%)** percentage shall be applied for this contract.

“L” is the “Across the Board Increase” as stipulated in Clause 3 of the South African Road Passenger Bargaining Council (SARPBAC) Main Agreement as negotiated from time to time.

“F” is the Fuel Price that can be found at http://www.energy.gov.za/files/petroleum_frame.html on the table “**Comparing prices for Petrol, Diesel and Illuminating Paraffin**”, “0.05% sulphur diesel” “Reef” or “Coast” depending where the operations are located.

“CPI” is the Consumer Price Index as published monthly by Statistics South Africa.

The suffix "o" above denotes the basic indices and prices applicable to the base month. The base month shall be agreed to between the Department and the Operator or shall be the month prior to the month in which the commencement date falls.

The suffix "t" denotes the current indices and prices. The current indices and prices are applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

The amount “Ac” shall be determined by the formula $Ac = T + S - F$

The symbols in the formula have the following meaning:

“T” is the total value of revenue km as certified in the certificate under consideration before any adjustment made in terms of this clause.

“S” is the total value of standing km for the period of the certificate under consideration.

“F” is the total value of penalties imposed for the period of the certificate under consideration.

TABLE 1A: VARIABLE COST PROJECTION: BUS TRAINS (IF APPLICABLE)

	MONTH												TOTAL YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
A. OPERATING KILOMETRES													
Scheduled Contract Km (ito Timetable)													
Positioning Km													
Dead kilometres													
B. OPERATING COST													
Diesel @ R...../l													
Petrol @ R...../l													
Oil & lubricants													
Tyres & tubes													
Maintenance cost/spares													

TABLE 1B: VARIABLE COST PROJECTION: BUSES

	MONTH												TOTAL YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
A. OPERATING KILOMETRES													
Scheduled Contract Km (ito Timetable)													
Positioning Km													
Dead kilometres													
B. OPERATING COST													
Diesel @ R...../l													
Petrol @ R...../l													
Oil & lubricants													
Tyres & tubes													
Maintenance cost/spares													

TABLE 1C: VARIABLE COST PROJECTION: MIDI BUSES (IF APPLICABLE)

	MONTH												TOTAL YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
A. OPERATING KILOMETRES													
Scheduled Contract Km (ito Timetable)													
Positioning Km													
Dead kilometres													
B. OPERATING COST													
Diesel @ R...../l													
Petrol @ R...../l													
Oil & lubricants													
Tyres & tubes													
Maintenance cost/spares													

TABLE 1D: VARIABLE COST PROJECTION: MINI BUSES (IF APPLICABLE)

	MONTH												TOTAL YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
A. OPERATING KILOMETRES													
Scheduled Contract Km (ito Timetable)													
Positioning Km													
Dead kilometres													
B. OPERATING COST													
Diesel @ R...../l													
Petrol @ R...../l													
Oil & lubricants													
Tyres & tubes													
Maintenance cost/spares													

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 allowance	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															

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 allowance	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	-	
Despatcher, 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															

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 allowance	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															

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

[illegible]

TABLE 3B: FIXED COST PROJECTION: BUS TRAINS

	MONTH												TOTAL YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
VEHICLE RELATED COST													
Licensing													
Operating licenses/permits													
Insurance: Comprehensive													
Instalments: New vehicles ¹													
Instalments: Used vehicles ¹													
Vehicle depreciation ¹													
TOTAL													

TABLE 3C: FIXED COST PROJECTION: BUSES

	MONTH												TOTAL YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
VEHICLE RELATED COST													
Licensing													
Operating licenses/permits													
Insurance: Comprehensive													
Instalments: New vehicles ¹													
Instalments: Used vehicles ¹													
Vehicle depreciation ¹													
TOTAL													

TABLE 3D: FIXED COST PROJECTION: MIDIBUSES

	MONTH												TOTAL YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
VEHICLE RELATED COST													
Licensing													
Operating licenses/permits													
Insurance: Comprehensive													
Instalments: New vehicles ¹													
Instalments: Used vehicles ¹													
Vehicle depreciation ¹													
TOTAL													

TABLE 3E: FIXED COST PROJECTION: MINIBUSES

	MONTH												TOTAL YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
VEHICLE RELATED COST													
Licensing													
Operating licenses/permits													
Insurance: Comprehensive													
Instalments: New vehicles ¹													
Instalments: Used vehicles ¹													
Vehicle depreciation ¹													
TOTAL													

Notes:

1. To correlate with information provided in Table 3A

TABLE 4: GENERAL COSTS PROJECTION

	MONTH												YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
G. GENERAL COST													
Electronic equipment instalments: New													
Electronic equipment depreciation													
Service vehicle instalment: New													
Service vehicle instalment: Used													
Service vehicle depreciation													
Insurance: Other													
Insurance: Passenger liability													
Property rental													
Equipment rental													
Depot Maintenance													
Admin & Audit Fees													
Advertising and Promotions													
Bank Charges													
Cell Phones													
Cleaning and Refreshments													
Clothing (Protective & Promotional)													
Computer Expenses													
Donation and Sponsorships													
Electricity & Water													
Entertainment													
Postages & Courier													
Printing & Stationery													
Professional & Legal Fees													
Rates and Taxes													
Security Costs													
Skills Development Levy													
Subscriptions													
Telephone & Faxes													
Training													
Travel & Accommodation													
Washbay Expenses													
WCA (Compensation Commissioner)													
Safety Equipment (First Aid)													
Other													
TOTAL GENERAL COST													

TABLE 5: INCOME PROJECTION

	MONTH												TOTAL YEAR 1
	1	2	3	4	5	6	7	8	9	10	11	12	
A. OPERATING INCOME: BUS TRAINS													
Cash tickets													
MJT/Clip cards													
Scholars													
Special hires													
Contracts													
B. OPERATING INCOME: BUSES													
Cash tickets													
MJT/Clip cards													
Scholars													
Special hires													
Contracts													
C. OPERATING INCOME: MIDIBUSES													
Cash tickets													
MJT/Clip cards													
Scholars													
Special hires													
Contracts													
D. OPERATING INCOME: MINIBUSES													
Cash tickets													
MJT/Clip cards													
Scholars													
Special hires													
Contracts													
E. TOTAL OPERATING INCOME (A-D)													
Cash tickets													
MJT/Clip cards													
Scholars													
Special hires													
Contracts													

TABLE 6: SUMMARIZED FIXED AND VARIABLE COST 1ST YEAR						
COST CATEGORY		Bus trains	Buses	Midibuses	Minibuses	TOTAL
VARIABLE COSTS						
Fuel (Diesel and petrol)	<i>Table 1A-D</i>					
Tyres	<i>Table 1A-D</i>					
Maintenance and spares	<i>Table 1A-D</i>					
Oil and lubricants	<i>Table 1A-D</i>					
<u>A. TOTAL VARIABLE COSTS</u>						
FIXED COSTS						
Instalments	<i>Table 3B-E</i>					
Depreciation	<i>Table 3B-E</i>					
Insurance (vehicle insurance)	<i>Table 3B-E</i>					
License fees	<i>Table 3B-E</i>					
Operating licences and permits	<i>Table 3B-E</i>					
Drivers wages and cost ¹	<i>Table 2B</i>					
Traffic wages and cost ¹	<i>Table 2B</i>					
Engineering wages and cost ¹	<i>Table 2C</i>					
Administrative salaries and cost ¹	<i>Table 2A</i>					
Management salaries and cost ¹	<i>Table 2A</i>					
General costs ²	<i>Table 4</i>					
<u>B. TOTAL FIXED COSTS</u>						
<u>C. TOTAL COSTS (before profit)</u>						
<u>D. PROFIT ALLOCATION³</u>						
<u>E. TOTAL COSTS YEAR 1 (C + D)</u>						

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 YEAR 1					
		Bus trains	Buses	Midibuses	Minibuses
TOTAL VARIABLE COSTS	Table 6				
TOTAL FIXED COSTS	Table 6				
PROFIT	Table 6				
TOTAL COSTS + PROFIT					
Min: Operating income	Table 5				
Total Costs & Profit shortfall					
Number Scheduled of kilometres ¹					
Rate per kilometre (Rands) ²					
Note: 1. Scheduled Kms are those kms scheduled as part of the contract timetable and EXCLUDES any "positioning", "maintenace" and/or "dead kms." 2. Total Costs & Profit Shortfall divided Number of Scheduled Kilometers					

Based on the information in the above Tables, the following rates are hereby Bided (only for applicable vehicle type):

Rate per km:	Vehicle type: Bus Train	R..... per km
	Vehicle type: Bus	R..... per km
	Vehicle type: Midibus	R..... per km
	Vehicle type: Minibus	R..... per km

CALCULATION OF CONTRACT AMOUNT

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

Estimated kilometres over the contract period **Bus Train**: Km

..... km X R..... (Rate per km) = R.....

Estimated kilometres over the contract period **Bus**: Km

..... km X R..... (Rate per km) = R.....

Estimated kilometres over the contract period **Midibus**: Km

..... km X R..... (Rate per km) = R.....

Estimated kilometres over the contract period **Minibus**: Km

..... km X R..... (Rate per km) = R.....

TOTAL (CONTRACT AMOUNT) = **R**

Total Contract Amount in words _____

Name and Surname of Bidder _____

Signature _____

Date _____

KWAZULU-NATAL DEPARTMENT OF TRANSPORT**FORM 4: PROPOSED ORGANISATION STRUCTURE OF BIDDER**

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

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

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

FORM 5: SCHEDULE OF EMPLOYEES TO BE USED ON THE CONTRACT

Bidders are only to complete the categories that is required to operate the bid, categories not required are to be **left blank**.

BARGAINING UNIT JOB CATEGORIES		
JOB CATEGORY	NUMBER	MINIMUM WAGE*
A. TRAFFIC		
Driving Instructor		
Senior Inspector		
Inspector		
Driver/Conductor, Conductor, OMO		
Regulator, Transport Officer, Rank Despatcher, Point Controller		
Senior Regulator		
Despatcher, Route Despatcher, Sub-Depot Despatcher		
Sales Point Controller, Clipcard Seller, Season Ticket Seller		
Ticket Seller, cashier Mobile, Driver cashier Mobile		

Flycheck Driver, Chauffeur, Service Vehicle Driver		
Light Vehicle Driver, Mobile Driver		
Roster Clerk (Traffic), Traffic Clerk		
Private Hire Clerk, Special Hire Clerk		
Ticket Office Clerk, cashier, Setright Clerk		
Senior Ticket Office Clerk		
Senior Operations Clerk		
Senior cashier		
Operations Clerk, Clerk (Traffic)		
Duty Staff Bus Driver		
Operator		
Hostess, Steward		
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 Bid.
9. The Bidder 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).
10. The information provided on this form must correspond with the information provided in Tables 2A, 2B and 2C on Form 4.

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

**FORM 6: 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 Bid documents on behalf of the Bidder.]

I, in my capacity as of [the Bidder], 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 Act5 of 2009 (“the Act”), pertaining to the requirements for qualification as a Bidder for a subsidised service contract.

- I confirm that [the Bidder]—
- (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 Bid and any contract which may be awarded to the Bidder as a consequence of the present Bid, and will not for the duration of any contract which may be awarded to it pursuant to that Bid, 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 Bidder, or in termination of any contract awarded to the Bidder pursuant to the above Bid.

.....
Authorised signatory

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

**FORM 7: CERTIFICATE OF CONDITIONS OF A LOAN, GUARANTEE OR OTHER FINANCIAL
ASSISTANCE PROVIDED TO THE BIDDER**

Instructions:

The purpose of this form is to illustrate to the evaluating committee what forms of assistance are provided to the Bidder by third parties. The evaluating committee will use the form to determine provisionally whether a Bidder 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 Act 5 of 2009.

This form must be completed by any entity that provides or intends to provide assistance to the Bidder, 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 Bidder*
- *Expenditure paid on behalf of the Bidder*
- *Loan accounts (current and long term)*

Bidders are urged to ensure that this form is completed by any organisation which provides or intends to provide assistance to the Bidder. If in doubt, Bidders must discuss the question with the Department through the main contact person as indicated in the Bid documents.

In the case of the Bidder'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, Bidders must discuss the question with the Department through the main contact person as indicated in the Bid 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 Bidder) 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 Bidder 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 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

.....

.....

.....

[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 Bidder was based solely on commercial considerations, following an evaluation of the operations and financial position of the Bidder.

I specifically record that except as indicated above, the decision to provide financial assistance to the Bidder 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 Bidder, and that no undisclosed terms, conditions or warranties apply.

.....

Branch Manager/CEO

.....

Full names

.....

Date

Official stamp of Financier:

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

FORM 8: SCHEDULE OF EXISTING PUBLIC TRANSPORT SERVICES

OPERATED BY BIDDER

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

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

FORM 9: OPERATING LICENCES OR PERMITS HELD BY BIDDER

The Operator must provide details of all operating licences and permits held by it in terms of the Act.

Photocopies of the licences and permits must be attached.

Date of issue	Number of operating licence or permit	Expiry date	Issuing authority	Route(s)/Area(s)	Registration no. and description of vehicle