



Invitation to Tender - ZNB01979/00000/00/HOD/GEN/22/T

KwaZulu-Natal– Department of Transport

Suitable service providers are invited to bid for PROVISION OF SUBSIDISED PUBLIC PASSENGER TRANSPORT SERVICES BETWEEN KWADUKUZA AND MANDENI, KWASITHEBE, DARNAL AREAS FOR THE PERIOD OF 7 YEARS

The Department reserves the right to **not award this bid**.

MANDATORY REQUIREMENT

It is mandatory that the interested bidder must provide a valid Operating License or valid operating license from the local associations with the routes stipulated on this bid document as proof that they are in a public transport service registered with the Department. The operating license/s provided must cover the period of 5 years and reflect routes in the operation areas contained in this bid. In addition, the bidder must fill and sign the declaration of previous performance, provided as Form A. Failure to fill and sign form A will render the bid nonresponsive. If the declaration is found to be false, the bid shall be disqualified. Further Operations Manager must have at least 5 years of experience in operating a subsidized public transport service and attach detailed CV with clear references.

A bidder who lacks any of the mandatory requirements is regarded non-responsive and the Bid invalid.

Collection of Bid Documents

The physical address for collection of Tender documents is ***Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg, 3200***, Documents may also be collected during working hours from **08H00 to 15H30 between Monday to Friday from the 04th of August 2023**

Free download of tender documents will be available on the www.kzntransport.gov.za and www.etenders.gov.za

Collection of Document there is a tender fee of R610. payable at Cashier's office: 6th Floor A-block ***Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg, 3200***,

Briefing Session Non-compulsory

Time: 10h00
Date: 16 August 2023
Venue: L Block – McDonald Theatre – 172 Burger Street, PMBurg, 3201

Queries relating to the issue of these documents may be addressed to Senzo Thwala- Tel. No. (033) 355 8853 e-mail Senzo.Thwala@kzntransport.gov.za

The closing time for receipt of Tenders is **11h00 08 September 2023** at the offices of the **KZN Department of Transport located at 172 Burger Street Pietermaritzburg.**

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

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A
INVITATION TO BID**

(Supplier to complete & return. Failure to complete, offer will be invalid)

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT					
BID NUMBER:	ZNB01979/00000/00/HOD/GEN/23/T	Closing Date	08 September 2023	Closing Time	11h00
DESCRIPTION	Provision of Subsidised Public Transport Service between KwaDukuza, KwaSithebe, Darnall and surrounding areas for the period of (7) seven years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
Department of Transport, Head Office		Under no circumstances must suppliers submit their quotation offers/ responses to the official whose name appear on the enquiries.			
Nkosi Mhlabunzima Maphumulo House					
172 Burger Street					
Pietermaritzburg, 3201 Mon to Fri: 07:30 until 16:00					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Sandile Nkala	CONTACT PERSON	Senzo Thwala		
TELEPHONE NUMBER		TELEPHONE NUMBER	033 355 8853		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	Sandile.Nkala@kzntransport.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	
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]		
B3: 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
(Supplier to complete & return. Failure to complete, offer will be invalid)

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000, NATIONAL LAND TRANSPORT ACT,5 of 2009 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

IF THE BID WAS INVITED THROUGH A CLOSE QUOTATION PROCESS; WHERE SUPPLIERS WERE SOURCED FROM CSD USING THE COMMODITY PROCESS; SUPPLIERS WHO WERE NOT INVITED WILL NOT BE CONSIDERED.

USE OF OMISSION IN THE DOCUMENT IS PROHIBITED, ALL CORRECTIONS MUST BE INITIALLED BY TENDERR AND USE OF CORRECTION FLUID IS PROHIBITED.

FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING NON-RESPONSIVE.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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."

COMPLIANCE AND RETURNABLES: THE FOLLOWING RETURNABLE DOCUMENTS MUST RETURNED WITH THE QUOTATION DOCUMENT

- SBD 1 INVITATION TO QUOTE (SBD1 PART A)
- SBD 1 – TERMS AND CONDITIONS FOR BIDDING (SBD1 PART B)
- SBD 3 – OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE
- SBD 3.3 – PRICING SCHEDULE – PROFESSIONAL SERVICES
- SBD 4 - DECLARATION OF INTEREST FORM

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 A
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.
13. Use of correcting fluid is prohibited
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.
17. Bidder must initial each and every page of the bid document.

a) Acceptable Proof for the allocation of Specific Goals Points

The specific goals allocated points in terms of this tender	Points	Acceptable Proof for Allocation of Points
South African owned Enterprise	10	CIPC company registration documents
EME or QSE which is at least 51% owned by Black People	5	CIPC company registration documents and CSD report and BBB-EE Certificate
EME or QSE which is at least 51% owned by Black Youth	5	CIPC company registration documents and CSD report and BBB-EE Certificate

b) **Rights to Award**

- KZN Department of Transport reserves the right to call for presentations from shortlisted suppliers or Reserves the Right to accept bids in Whole or In Part.”
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

c) **Price Negotiation.**

KZN DoT reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

**SECTION B
AUTHORITY TO SIGN**

Bid/Quotation no.ZNB01979/00000/00/HOD/GEN/22/T – PROVISION OF SUBSIDISED PUBLIC PASSENGER TRANSPORT SERVICES BETWEEN KWADUKUZA AND MANDENI, KWASITHEBE, DARNAL AREAS Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader
Name: _____

Registration Number:_____

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc RESOLVED that

_____, in his/her capacity as

_____, is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

(sole member still must sign this resolution)

Signature of members:

Name	Signature	Date
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

**Specimen signature of the appointed Signatory:
(Please sign)**

_____ 

Failure to complete, sign and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected.

SECTION C
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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.

Prospective suppliers should self-register on the CSD website www.csd.gov.za

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; 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.

The same principles as set out in paragraph above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION D

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 E
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Tender Reference No: ZNB01979/00000/00/HOD/GEN/22/T

Service/Work PROVISION OF SUBSIDISED PUBLIC PASSENGER TRANSPORT SERVICES BETWEEN KWADUKUZA AND MANDENI, KWASITHEBE, DARNAL AREAS

This is to certify that (bidder's representative name)

On behalf of (company name) _____ -

Attended the Briefing on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

**SECTION F
PRICING SCHEDULE –**

Name of bidder..... Closing Time: 11h00	Bid number ZNB01979/00000/00/HOD/GEN/22/T Closing date: 08 September 2023
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OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Part A

Total Number of schedule km per annum K	452000				
Number of Buses	15				
Number of taxis	20				
	Year 1	Year 2	Year 3	Year 4	Year 5
Direct Cost A					
Fuel and Lubricants					
Maintenance					
Tyres and tubes					
Insurance					
Tracking					
Vehicle licensing					
Driver Salary					
Other Salaries					
Electronic Service Management (including equipment)					
Bus Instalment					
Minibus Taxi instalment					
Modification (3 buses and 3 minibuses)					
Service Vehicles Instalments					
SUB-TOTAL					
Indirect Costs B					
Computer (upgrades and maintenance costs)					
Cleaning equipment					
Staff Uniform					
Security					

Other Employee costs					
Rental and maintenance					
Communication					
Training and development					
Staff welfare					
Net Profit					
TOTAL COSTS C					
Fare Revenue D	R6 000 000	R6000 000	6 100000	6 200 000	6300 000
Total short fall Cost per Annum X					
Total Cost minus fare revenue C – D (C minus D)					

Rate per kilometre for first five years

$X \div K$ (X divide by K)	Rate per KM
	R

Total cost for first five years (minus fare revenue)

Years	Year 1	Year 2	Year 3	Year 4	Year 5	Total for Five (5) years X
Cost						
Total cost for five years in words..... Signature.....						

PART B

Number of kilometres per annum K	452000	
Number of Buses	15	
Number of Taxis	20	
	Year 6	Year 7
Direct Cost F		
Fuel and Lubricants		
Maintenance		
Tyres and tubes		
Insurance		
Tracking		
Vehicle licensing		
Driver Salary		
Other Salaries		
Electronic Service Management upgrade and maintenance		
Bus Depreciation		
Minibus Taxi instalment Minibus must be replaced after 5 years		
Modification (3 taxis)		
Service Vehicles depreciation cost (use asset depreciation formula)		
SUB-TOTAL		
Indirect Costs G		
Computer (upgrades and maintenance costs)		
Cleaning equipment		
Staff Uniform		
Security		
Other Employee costs		
Rental and maintenance		
Communication		
Training and development		

Staff welfare (staff benefits)		
Net Profit		
TOTAL COSTS H		
Fare Revenue I	R6 000 000	R6 000 000
Total Short Fall Cost Y (Total cost - fare revenue) (H minus I)		

Rate per kilometre for last two years

$Y \div K$ (y divide by K)	Rate per KM
	R

Total cost for last two years (minus fare revenue)

Years	Year 6	Year 7	Total for last two (2) years Y
Cost			
Total cost for two years in words..... Signature.....			

TOTAL OFFER FOR SEVEN YEAR PERIOD

X	Y	TOTAL (X plus Y)
R	R	R
Total cost for two years in words.....		

Signature.....

Amount in words _____

I (full name) _____, **in my capacity as** _____, **the duly authorized representative of** _____ **(business name) hereby declares**

that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.

Signature of duly authorised representative

Date:

Nota Bene

- a) Remuneration of employees must be in line with the relevant bargaining council rates. If employee costing is not in line with the valid and applicable bargaining council rates, the price offer shall not be accepted and shall be passed over
- b) Costing for Year 1 shall apply for the first five years of the of the contract. Costing for the first five years based on the determination that the vehicles are under instalment payment
- c) Costing for last two years shall apply on 6th and 7th year of contract. This is based on the determination that the bus instalment costs are paid up. For this period the price should include depreciation and maintenance costs.
- d) Minibus taxis will be replaced after five years
- e) Refer to schedule 5 for further guidance

Bidder Signature

Date.....

SECTION G

SBD 4

BIDDER'S DISCLOSURE

PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

If so, furnish particulars:

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

Failure to provide particulars of all related enterprise/s shall render the bid non responsive

DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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.

² 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION H
SBD 6.1
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African Owned Enterprise	10	
EME or QSE which is at least 51% owned by Black People	5	
EME or QSE which is at least 51% owned by Black Youth	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

SECTION I
CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid

The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

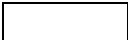
SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

2



**CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....
accept your bid under reference number dated.....for the rendering of
services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SECTION J
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 Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information, inspection.

- a. 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.
- b. 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.
- c. 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.
- d. 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:
 - 7.4 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
 - 7.5 a cashier's or certified cheque
- 7.6 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 purchase

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.

11.2. Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

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.
- 23.6.1. 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 Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period 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 willful 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.

**SECTION K
SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act, the National Land Transport Act 05 of 2009 and its regulations and the General Conditions of Contract (GCC) and the following applicable 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.

CONTRACT PERIOD

Seven (7) years

EVALUATION CRITERIA

The bids will be evaluated through three (3) phases Namely

Phase 1 -Administrative compliance and mandatory requirements

Phase 2- Functionality Evaluation

Phase 3- Calculation of Points and Price

Step 1 - 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
Part A	Invitation to Bid.			
Part B	Terms and Conditions for bidding			
Section A	Special instructions regarding completion of bid			
Section B	Authority to sign			
Section C	Registration on central suppliers' database			
Section D	Declaration that Information on Central Suppliers Database is correct and up to date.			
Section E	Official Briefing Session Form			
Section F	Pricing Schedule (SBD 3)			
Section G	Declaration of interest (SBD4)			
Section H	Contract Form (SBD7)			
Section I	Preference points Claim Form (SBD6.1)			
Section J	Conditions of contract			
Section K	Special conditions of contract			
Section L	Terms of reference/ Specification			
Section P	Declaration and undertaking in terms of regulation 5 National Land Transport Regulations on contracting for Public Transport Services (Annexure A)			

Step 2 – Mandatory Requirements

It is mandatory that the interested bidder must provide a valid Operating License or valid operating license from the local associations with the routes stipulated on this bid document as proof that they are in a public transport service registered with the Department. The operating license/s provided must cover the period of 5 years and reflect routes in the operation areas contained in this bid. In addition, the bidder must fill and sign the declaration of previous performance, provided as Form A. Failure to fill and sign form A will render the bid nonresponsive. If the declaration is found to be false, the bid shall be disqualified. Further Operations Manager must have at least 5 years of experience in operating a subsidized public transport service and attach detailed CV with clear references.

A Bidder who fails to meet mandatory requirement will be deemed non-responsive.

FORM A

Name of a bidder _____

Mark the relevant box <input type="checkbox"/>	YES	NO	Provide Details
Has the bidder provided subsidized public transport before?			Contracting Authority Contract Period-Start..... -End..... Ref contact Email..... Tel.....
Have you had a contract suspended or terminated before?			Reason
Has the bidder abandoned the provision of service before?			Reason
Has the bidder or any of its directors been declared insolvent			

Bidder Declaration:

I (name of bidder)declare that the information provided above is true and factual

Signature of Bidder.....

Step 4- Functionality Assessment

Functionality assessment will be applied to test the bidder’s ability to perform the provision of subsidized public transport services. The Bidder’s past performance in providing the public transport will be taken into consideration. For this assessment, 3 standards will be used.

Minimum qualification score for functionality will be 60%

- The Department reserves the right to invite Service Provider/s for interviews, should there be a need.
- The Department further reserves the right to utilize information received in the interviews process for evaluation purposes.
- Prospective service provider/s must clearly state in the proposal the involvement of previously disadvantaged individuals/HDI in the project.

CRITERIA		GUIDELINES FOR CRITERIA APPLICATION AND SCORING	POINTS
1.	Operational plan (40)		40
	<p>The bidder must submit the operational plan which must contain:</p> <ul style="list-style-type: none"> -Outline of how the service will be operated <p>Planning, management, monitoring, organogram (organogram must clearly indicate the role of each team member)</p> <p>Where a bid lacks any of the above, no points shall be allocated</p> <ul style="list-style-type: none"> -Scheduling of duties (Put example using the Saturday service on this bid) 	The bidder has provided an operation plan with:	
		Public Transport service Planning	5
		Monitoring	5
		Management	5
		Organogram clearly indicating the role of each team member	10
		Service duties for specified service	15
2	Fleet Management Plan (40)		40
	<p>The Bidder must provide a fleet management plan showing the details of depot facility and its location, show available vehicle or ability to acquire vehicles and outline of fleet maintenance.</p>	Details of depot facility location (Size, and address)	10
		Depot facility GIS Map attached	10

		Proof of available vehicle or approved finance facility for the required number of buses	10
		Fleet Maintenance-Indicate if inhouse fleet maintenance or maintenance contract. Provide details and how it will work	10
3.	Financial Plan (20)		
		Five (5) year cash projections	10
		Proof of access to finance (at least one million five hundred thousand rand -R1, 500, 000) for the first 3 month of the contract.	10

BID APPEAL TRIBUNAL

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 Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.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

SECTION L

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE OF WORK

The department is looking for service provider/s to provide subsidised public transport services in public transport routes around Mandeni and Darnall areas. The successful service provider will be required to:

1. Provide the required number of vehicles to transport people from point of origin to destinations
2. Provide required infrastructure and facilities
3. Provide travel smart cards and vending facilities
4. Provide vehicle scheduling and develop timetable
5. Communication with stakeholders
6. Conduct Passenger surveys
7. Conduct service marketing
8. Fare collection and maximisations
9. Put control measures to prevent fare loss
10. Provide Security and ensure for passengers on transit
11. Provide universal access for passengers
12. Provide Electronic fare management system
13. Provide all required personnel for service provision
14. Provide Public Transport in line with the service timetable
15. Schedule trips and regulation of service
16. Collect Service and maintain service data
17. Provide Supplementary services as and when required

2. SPECIFICATION

2.1. Application

These are 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

2.2. Duties of Bidder

2.2.1. 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 Biding. No claims of any nature will be entertained on the basis of a Bidder's failure to make such inquiries.

2.2.2. 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,

2.3. Data and other statistics

2.3.1 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 Biding. 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.

2.4. Information

2.4.1. 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.

2.4.2 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

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

2.4.4. 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.

2.5. Bid all inclusive

2.5.1. The Bidder must before Biding satisfy itself as to the correctness and sufficiency of the Bid and of the rates stated in SBD3 of the Bid Forms. Such rates shall, except as otherwise provided, cover all of the Bidder's obligations under the contract.

2.5.2. 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 relevant provisions 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, timetables, passenger numbers etc. may not necessarily be the same as those previously operated in the service area. The Bided rates are intended to compensate 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.

2.5.3 Monthly payments are not subject to Value Added Tax (VAT). VAT is payable by the service provider on certain items such as tyres and lubricants, and the Bided rates must provide for this. Any possible future increases in the rate of VAT will be reflected automatically in the escalation factor. Bids prices which include VAT shall be disqualified.

2.5.4. 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.

2.5.5. 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.

2.6. Historical Operational record

The historical operational record of the bidder shall be used to evaluate an Bidders'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

2.7. 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 details 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, page number). All pages on the proposal must be correctly numbered. Under the content, the bidder must also list all annexure with proper referencing.

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. This section must also include the organisational structure and detailed the role of each team member.

iii. **Proposed Operational Plan**

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, past and current services provided

v. **Fleet Management**

The bidder must state the available facilities and infrastructure required to operate the subsidised service. The depot facility should be within the operational areas to minimise dead mileage. The location address and map of the operational facilities must be provided

vi. **Financial Capability**

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,
- Statement of Financial Position for a 3 -year period

3. SPECIFICATION SCHEDULES

SCHEDULES	
Schedule 1	Specifications for rebuilt and rehabilitated buses
Schedule 2	General Vehicle specifications
Schedule 3	Specifications: Routes, distances, services, fares, timetables, stops and additional related information
Schedule 4	Performance monitoring
Schedule 5	Guide to costing
Schedule 6	Electronic Fare Equipment
Schedule 7	Occupational Health and Safety Agreement

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:

15 standard buses

20 Minibus taxis

The department only provides the timetable (M-F,SAT& SUN) and the successful bidder shall determine the number of buses required to fulfil the timetable

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 needs 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.

- 1.3 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.
- 1.2 In addition to the requirements of Item 1.1, the **Bidder must include a minimum of one (1) vehicle/s** that are more universally accessible to all special categories of passengers. The additional costs involved must be reflected and included in the Bidded 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 manufactures 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 10 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 bidder must provide proof of this. The Department 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 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	
Maximum standing capacity	None	None	27	
Minimum engine power	To be verified	To be verified	150kW	

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 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

To be specified by the Operator.

6. Communication equipment

To be specified by the Operator.

7. Monitoring equipment

To be specified by the Operator.

SCHEDULE 3:

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 bidder 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.

Route condition: Pick and drop off along the route.

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.

Route condition: Pick and drop off along the route.



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.

Route condition: Pick and drop off along the route.

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.

Route condition: Pick and drop off along the route.



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

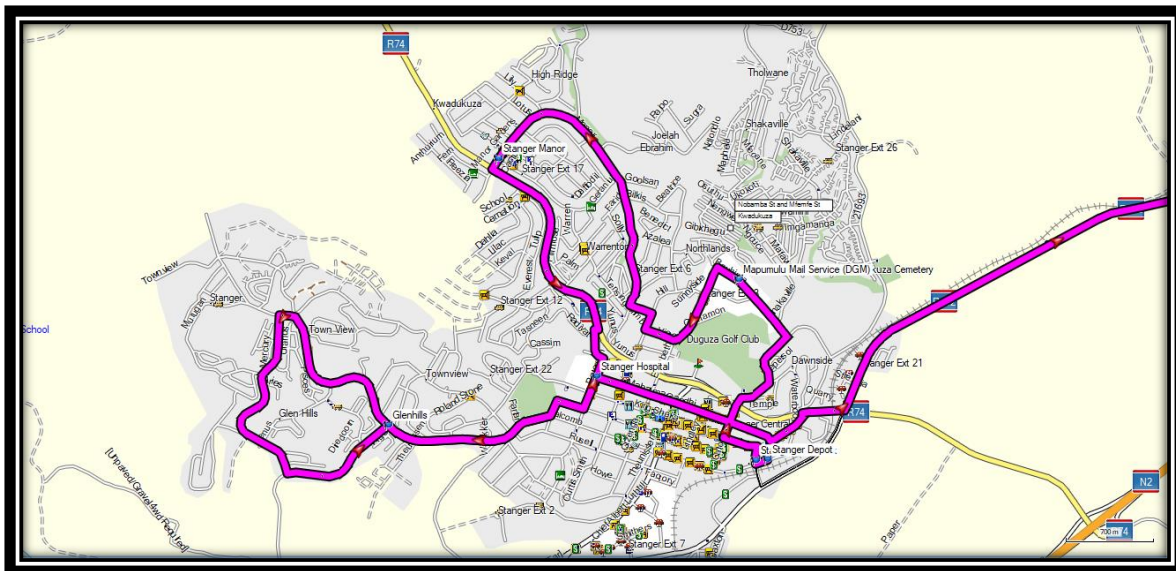
Isithebe Start/End Point (S29.10441 E31.41510). Get on Blue St and drive northwest 1 m. Get on Blue St and drive northwest 1.1 km. Turn right onto Blue St 1.8 km. Get on Yellow St and drive east 2.6 km. Turn left onto Yellow St 2.7 km. Get on Yellow St and drive northeast 3.4 km. Turn right onto Yellow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

Route condition: Pick and drop off along the route.

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.

Route condition: Pick and drop off along the route.





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

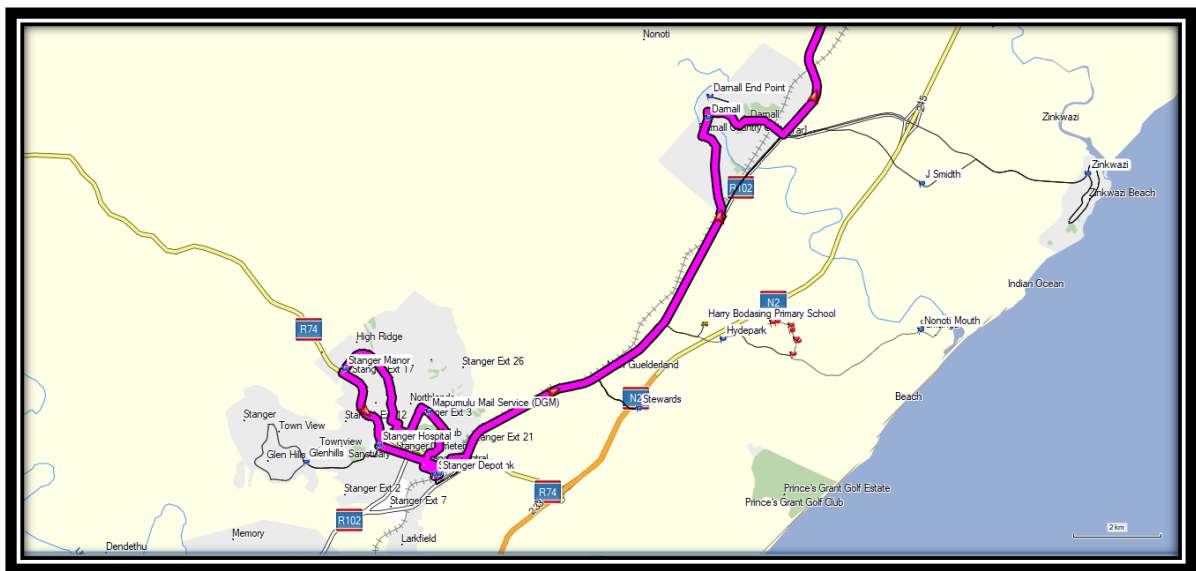
Isithebe Start/End Point (S29.10441 E31.41510). Get on Blue St and drive northwest 1 m. Get on Blue St and drive northwest 1.1 km. Turn right onto Blue St 1.8 km. Get on Yellow St and drive east 2.6 km. Turn left onto Yellow St 2.7 km. Get on Yellow St and drive northeast 3.4 km. Turn right onto Yellow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

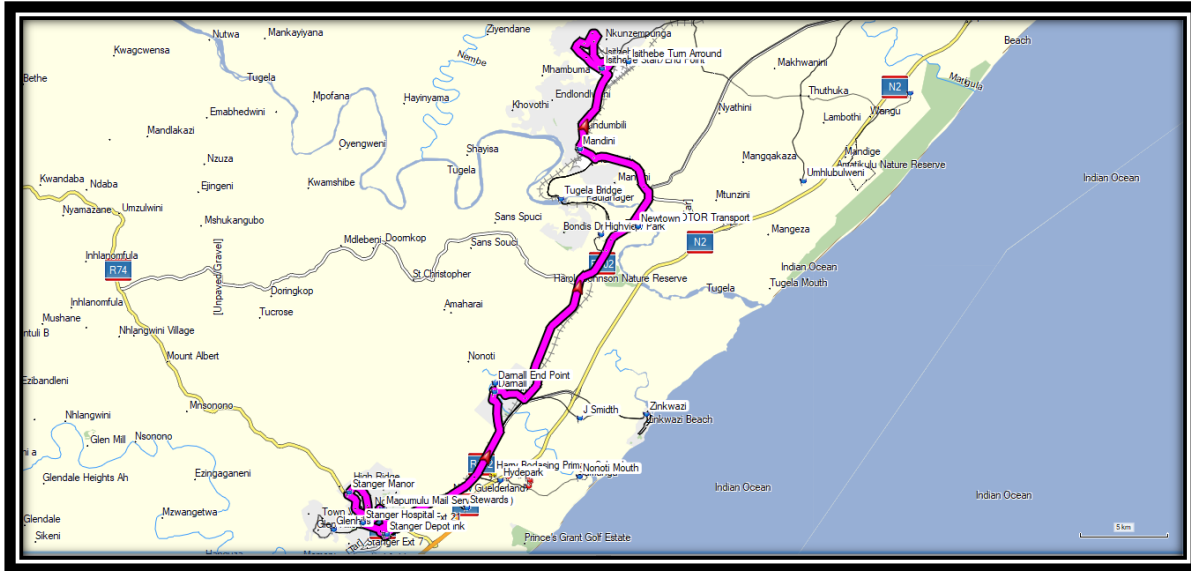
Route condition: Pick and drop off along the route.

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.

Route condition: Pick and drop off along the route.





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

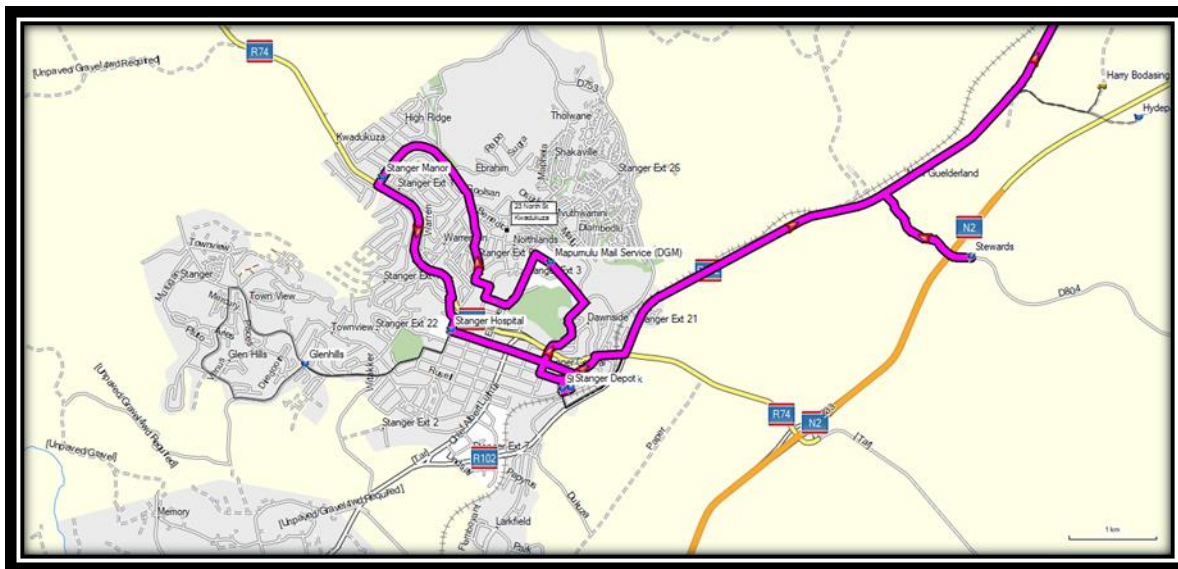
Isithebe Start/End Point (S29.10441 E31.41510). Get on Blue St and drive northwest 1 m. Get on Blue St and drive northwest 1.1 km. Turn right onto Blue St 1.8 km. Get on Yellow St and drive east 2.6 km. Turn left onto Yellow St 2.7 km. Get on Yellow St and drive northeast 3.4 km. Turn right onto Yellow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

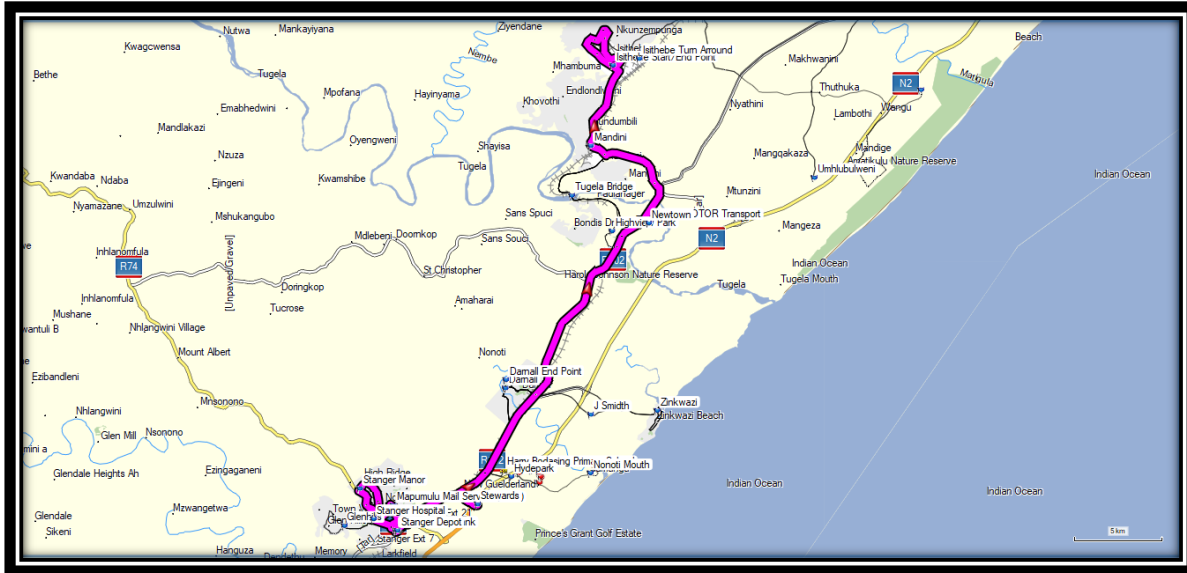
Route condition: Pick and drop off along the route.

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.

Route condition: Pick and drop off along the route.



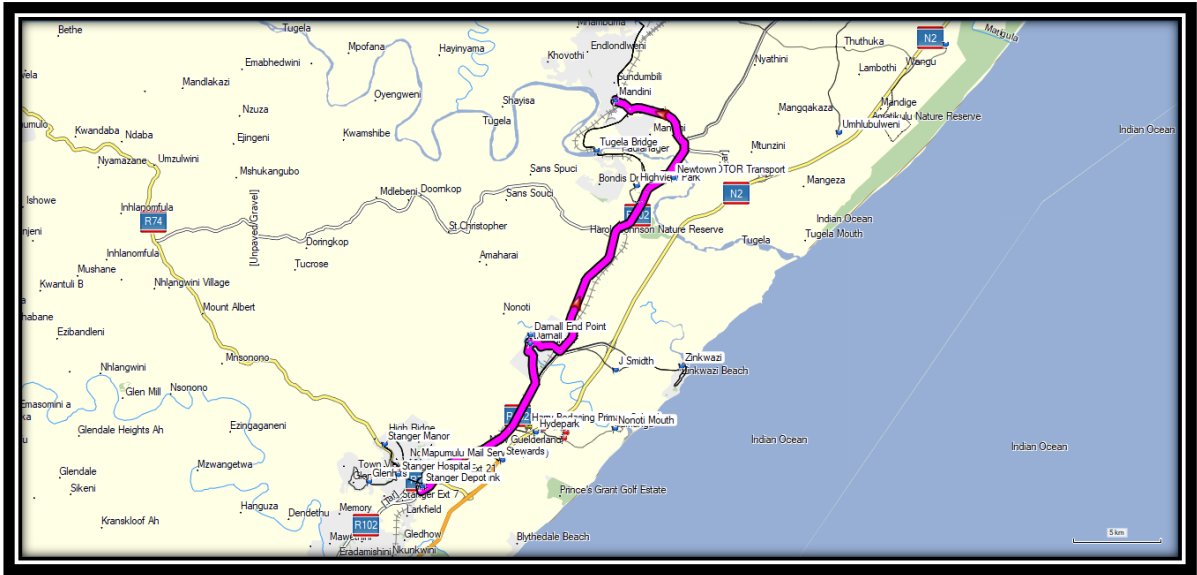


1F REVERSE SCHOOL MANDINI TO STANGER BUS RANK VIA DARNALL 32.9 KM

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. Route condition: Pick and drop off along the route.

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. Route condition: Pick and drop off along the route.

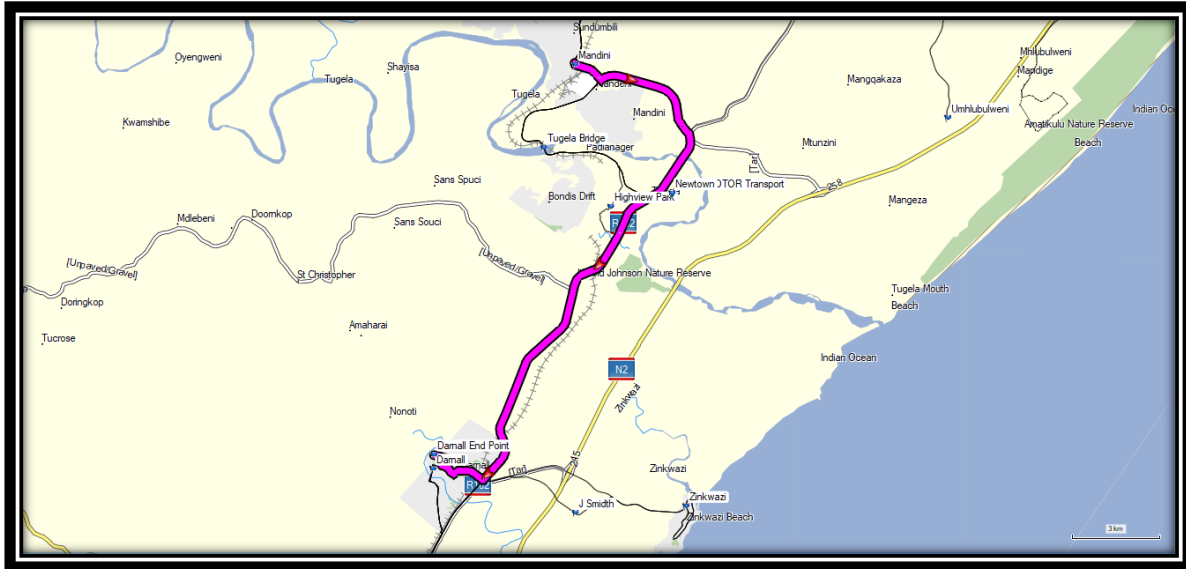


1G FORWARD SCHOOL DARNALL END POINT TO MANDINI STRAIGHT 21.5 KM

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. Route condition: Pick and drop off along the route.

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. Route condition: Pick and drop off along the route.



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. Route condition: Pick and drop off along the route.

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. Route condition: Pick and drop off along the route.



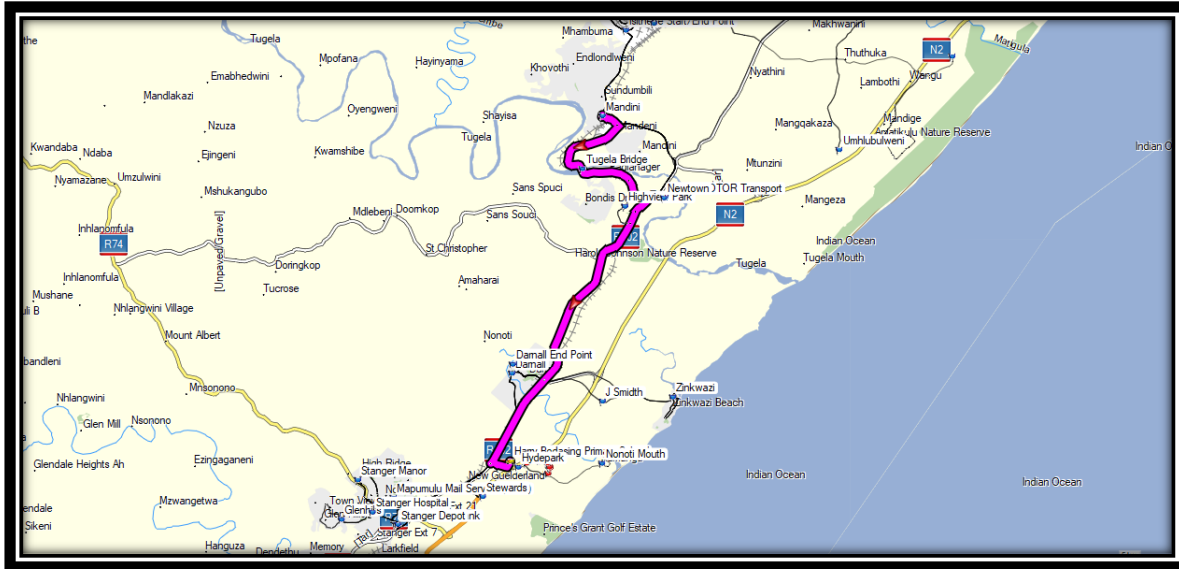
11 FORWARD HARRY BODASING PRIMARY SCHOOL TO MANDINI VIA TUGELA BRIDGE 27.7 KM

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. Route condition: Pick and drop off along the route

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. Route condition: Pick and drop off along the route.

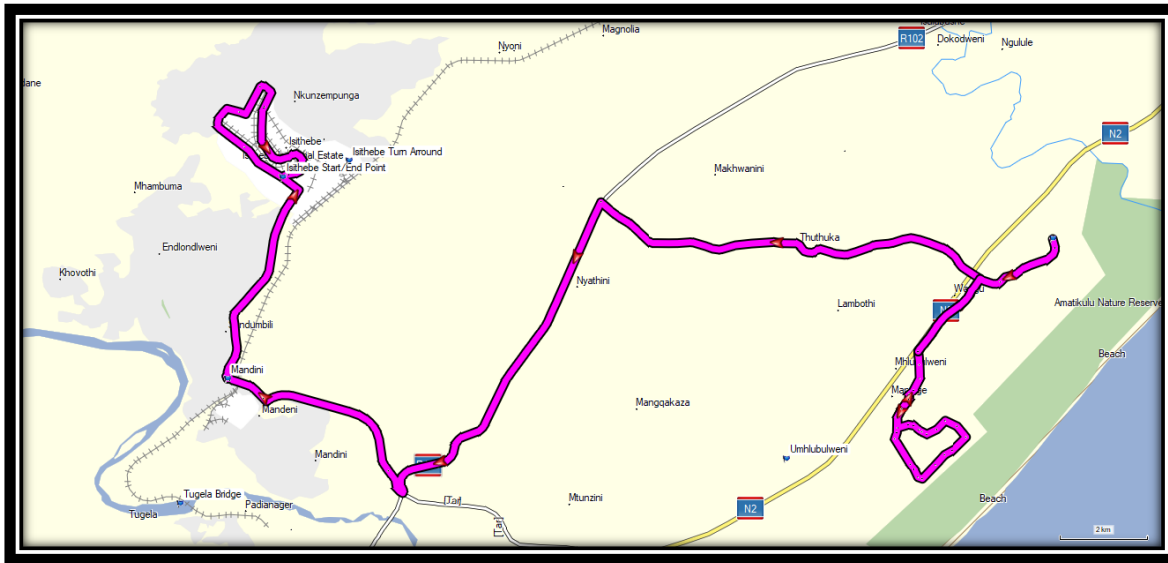


2A F FORWARD ZIKHALI TO ISITHEMBE VIA MANDINI 53.2 KM

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. Route condition: Pick and drop off along the route.

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. Route condition: Pick and drop off along the route.

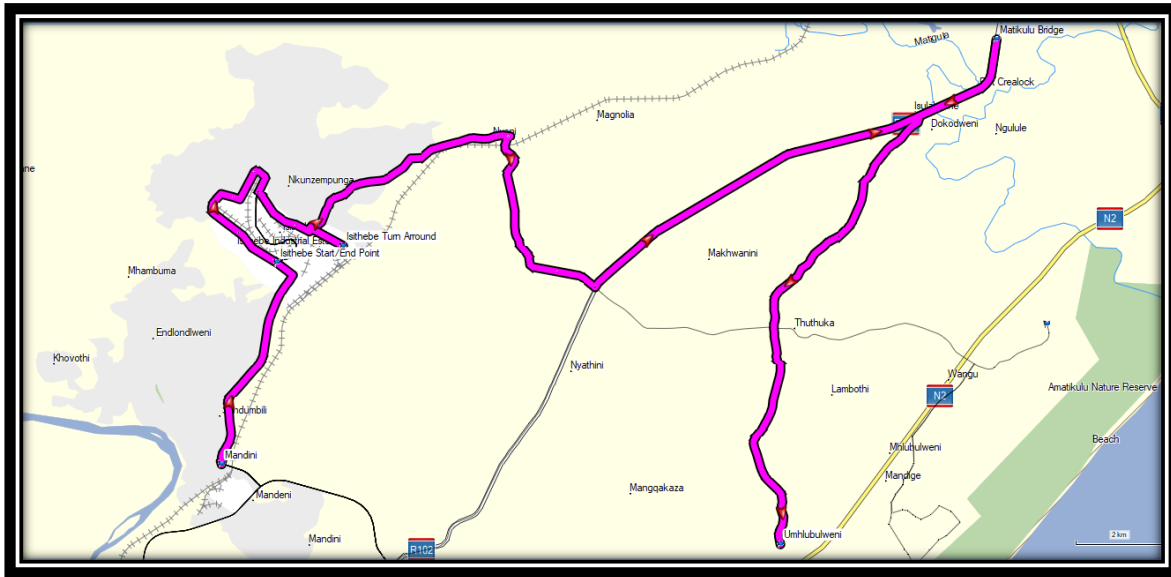


3A REVERSE MANDINI TO UMHLUBULWENI VIA ISITEMBE AND BETHEL MISSION 46.7 KM

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. Matikululu 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. Route condition: Pick and drop off along the route.

3A FORWARD UMHLUBULWENI TO MANDINI VIA BETHEL MISSION AND ISITEMBE 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. Matikululu 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. Route condition: Pick and drop off along the route.



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

Nonoti Mouth (S29.31237 E31.40295). Get on Road and drive southeast 2 m. Get on Road and drive northeast 373 m. Get on Unpaved Road and drive west 884 m. Take road right 4.3 km. Get on Road and drive west 6.3 km. Hydepark 6.6 km. Get on Unpaved Road and drive southwest 6.6 km. Turn right onto Road 8.1 km. Turn left onto R102 8.1 km. Turn left onto D804 9.8 km. Stewards 11.1 km. Get on D804 and drive west 11.1 km. Turn left onto R102 12.3 km. Get on R102 and drive southwest 16.4 km. Turn right onto Gledhow Mill Rd 16.6 km. Stanger Bus Rank (S29.34181 E31.29774) 16.9 km. Route condition: Pick and drop off along the route.

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. Route condition: Pick and drop off along the route.



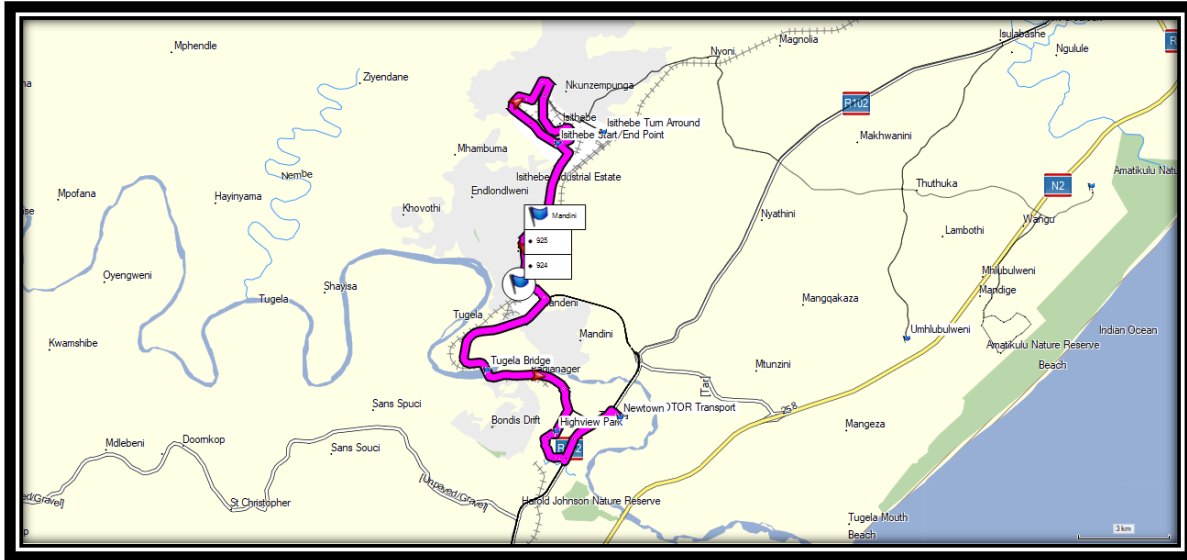
5A REVERSE ISITHEBE START/END POINT TO NEWTOWN VIA TUGELA BRIDGE AND HIGHVIEW PARK 25.6 KM

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. Route condition: Pick and drop off along the route.

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.



6A FORWARD STANGER BUS RANK TO ZINKWAZI VIA DARNALL 23.9 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 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. Route condition: Pick and drop off along the route.

6A REVERSE ZINKWAZI TO STANGER BUS RANK VIA DARNALL 23.8 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. Route condition: Pick and drop off along the route



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. Route condition: Pick and drop off along the route.

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. Route condition: Pick and drop off along the route.



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 & Darnall	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 and 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

<u>GLENHILLS TO ISITHEBE</u>	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

<u>MANDINI TO STANGER</u>	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

<u>MANDINI TO STANGER</u>	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

The fares for minibus taxis shall be 20% less than the fares charged by the closing of this bid

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
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 4: PERFORMANCE MONITORING

1. KPI Performance Benchmarks and score values

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

Table 1: KPI Benchmark and score values

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

(ii) adherence to Department & instructions	100%	<100% = 0; 100% = 1
(iii) staff training	100%	<100% = 0; 100% = 1
(iv) fit and maintain ticketing equipment		1<100% = 0; 100% = 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 or its Representative 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 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.

2.5 At the Contract Performance Review of year seven, all Customer Survey reports will be considered and any continued negativity in them may negate the contract extension.

3. Periodic Performance Reviews

3.1 The Operator must attend, 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; >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		
i) technical bus inspections	0 serious defects/bus	0 = 1; >0 = 0		
ii) maintenance procedures	1 other defect/bus	≤ 1 = 1; >1 = 0		
iii) RWC pass rate	100%	<100% = 0; 100% = 1		
iv) RWC pass rate	98%	<98% = 0; ≥98% = 1		
Safety	1%	<1% = 1; >1% = 0		
Passenger satisfaction	95%	<95% = 0; >95% = 1		
Contract compliance				
(i) information & reports	100%	<100% = 0; 100% = 1		
i) adherence to Department & DEPARTMENT	100%	<100% = 0; 100% = 1		
	100%	<100% = 0; 100% = 1		
	100%	<100% = 0; 100% = 1		

<p>REPRESENTATIVE instructions</p> <p>ii) staff training</p> <p>v) fit and maintain ticketing equipment</p>				
		<p>Maximum score = 19</p>	<p>Total score:</p>	
		<p>Signed: DEPARTMENT REPRESENTATIVE Representative: Operator: Date:</p>		

SCHEDULE 5: GUIDE TO CALCULATION OF SERVICE RATES

It is the intension of the Department to receive comparative rates per kilometre for all vehicle types from prospective bidders. 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 fixed cost section of "modification"*

1.2 The bidder must provide detailed information on each of the cost elements for each vehicle type. The information must be provided for each cost element for the first five years of the contract period. Also provide detailed costing for the remaining two years.

1.3 Kilometres operated by additional vehicles will be charged for at the same rates for the type of vehicle concerned.

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 "modification"*. A fixed contract rate (rate per vehicle) is therefore calculated per vehicle type.

2.2 To support the bidder's costing of labour to be used in the provision of the services the bidder must obtain relevant collective bargain rates for relevant labour category with all detailed benefits.

2.3 Upon award of the contract Tables 2A, 2B and 2C (to be provided) must be completed providing employee names and monthly salaries/wages and benefits and submitted to the Department.

2.4 The bidder must provide information on the financing cost and depreciation cost (calculated as per vehicle depreciation formula) of the vehicles to be operated per vehicle type

2.5 The monthly repayments for vehicles will considered to be over a 60-month period.

SCHEDULE 6: 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 Department Representative 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 7: 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 Mandatory mentioned below for the provision of public transport services to which this agreement is appended and hereinafter referred to as the "Employer")

And

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

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

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

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

AND WHEREAS the supplier, appointed by the Employer (contracting authority) to do work (as contemplated in the Act) is also liable in terms of section 37(3) of the OHS Act (and in its own right as employer) to comply with the provisions of the OHS Act applicable to its employees and 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 mandatory have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of that Act

;

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

1. The Mandatory hereby unconditionally accepts responsibility for compliance with the OHS Act in respect of the work in terms of section 37(2) of that Act.
2. The Mandatory hereby indemnifies the Employer against any patrimonial loss or damages which the Employer may suffer as a direct result of any claims and/or steps that may be instituted against the Employer due to non-compliance by the Mandatory (or employees and mandataries of the Mandatory) with the provisions of the OHS Act.
3. Without limiting the indemnity contemplated in 2 above, the Employer and Mandatory agree to the following arrangements and procedures to ensure compliance by the Mandatory 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)

CONFIDENTIAL DRAFT

Section P**Additional Returnable**

- Annexure 1: Affidavit regarding previous convictions for offences
- Annexure 2: Schedule of existing and previous public transport services operated by Bidder
- Annexure 3: Operating licences or permits held by the Bidder
- Annexure 4: Declaration and undertaking in terms of regulation 5 of the National Land Transport Regulations on Contracting for Public Transport Services
- Annexure 5: Certificate of conditions of a loan, guarantee or other financial assistance provided to the Bidder

CONFIDENTIAL DRAFT

KWAZULU-NATAL DEPARTMENT OF TRANSPORT
ANNEXURE 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

ANNEXURE 2: 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

* *Delete whichever is not applicable*

CONFIDENTIAL DRAFT

KWAZULU-NATAL DEPARTMENT OF TRANSPORT

ANNEXURE 4: 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 Annexure 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 Act 5 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 f

alse 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

ANNEXURE 5: CERTIFICATE OF CONDITIONS OF A LOAN, GUARANTEE OR OTHER FINANCIAL ASSISTANCE PROVIDED TO THE BIDDER

Instructions:

The purpose of this Annexure is to illustrate to the evaluating committee what Annexures of assistance are provided to the Bidder by third parties. The evaluating committee will use the Annexure 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 Annexure 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 Annexure 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 Annexure must be signed by the bank manager. In the case of any other organisation, the Annexure 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 Annexure 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
.....
.....



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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: