

**GAUTENG PROVINCIAL ADMINISTRATION/  
TRANSPORT AUTHORITY/CORE CITY**

**DIRECTORATE: PUBLIC TRANSPORT**

**THE PROVISION OF MIDI BUS PASSENGER TRANSPORT  
SERVICES  
BETWEEN PRETORIA STATION. AND .GALLAGHER ESTATES,  
MIDRAND**

**TENDER NO. DR06/0448**

**VOLUME 1: TENDER RULES (of 5 volumes)**

[Applicable to all tenders and apply except in so far as amended by the Special Conditions of Contract or other documents.]

The Director-General: Transport/Chief Executive Officer  
Directorate: .....  
P O Box .....

**TENDER NO. DR06/0448**

**TENDERER'S ADDRESS FORM FOR THE DELIVERY OF ADDENDA**

[*NOT PART OF TENDER RULES:* To be completed and handed to the Employer by each prospective tenderer on collection of tender documents.]

PARTICULARS OF TENDERER FOR THE PURPOSE OF DISPATCHING ADDENDA:

Name of prospective tenderer: .....

Name of contact person: .....

Physical address in the Republic of South Africa: ..  
.....  
.....  
.....

Postal address: ..  
.....  
.....  
.....

Telefax number: .....

Telephone number: .....

**ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS:**

I hereby acknowledge receipt of all five volumes of the Tender Documents

.....

**FOR PROSPECTIVE TENDERER**

.....

**DATE**

**DEFINITIONS**

Any word or expression used in these Tender Rules to which a meaning has been assigned in the General Conditions has that meaning, unless the context indicates otherwise.

**3. CHARGE FOR DOCUMENTS**

Upon collection of tender documents by a prospective tenderer, a charge as prescribed in the Tender Bulletin will be levied.

**6. VALIDITY PERIOD**

The period for which tenders are to remain valid and binding is indicated in the tender notice and is calculated from the closing time on the understanding that tenders are to remain in force and binding until the close of business on the last day of the period calculated. If this day falls on a Saturday, Sunday or public holiday, the tender is to remain valid and binding until the close of business on the following working day, unless the Employer informs the tenderer in writing before this time that the tender is no longer valid. The Employer reserves the right to extend the period for which the tender is to remain valid for a further thirty (30) days on written notice to the tenderer.

**7. DOCUMENTS TO ACCOMPANY TENDER**

7.1 In terms of section 31(4) of the Road Transportation Act, 1977 [*or replacing provincial legislation - if applicable*] the tenderer must request permission from the competent Local Road Transportation Board/Operating Licence Board (board) to submit a tender or tenders for the provision of the services if it is not already the holder of the necessary permits or operating licences. The letter of approval from the board must be attached to the tender documents (see Form 2 of the Tender Forms).

7.2 In addition to any other documents that may be required, the following documents must be attached to the tender, if applicable:

- (a) in the case of an operator who also undertakes unscheduled minibus taxi-type services, proof of registration with the Registrar by submitting the relevant certificate of registration or provisional registration;
- (b) a certificate or declaration from the Department of Labour that the tenderer has complied with section 53 of the Employment Equity Act, 1998 (Act No. 55 of 1998), once that section has been brought into effect;
- (c) A valid, original tax clearance certificate, and in the case of a consortium/association or the utilisation of sub-contractors, a valid original tax clearance certificate in respect of each sub-contractor or party to such consortium, issued by the office of the South African Receiver of Revenue (SARS) where the tenderer, sub-contractor or party concerned, is registered for tax purposes. (Submissions to the Receiver concerned are to be made on form ST5.1 "Application for Tax Clearance Certificate" which is available from the Receiver concerned.)
- (d) Where applicable, duly completed and signed undertakings/declarations/certificates in the form set out in Forms 18, 19 and 20 in Volume 5. In the case of Form 20 "Declaration of Financial Support by Owner", every firm or entity that exercises ownership control, as defined in section 48(6)(a) of the National Land Transport Transition Act, 2000 (Act No. 22 of 2000) (the Act), over the tenderer must complete the form. In the case of doubt, the tenderer must ask the Employer for written confirmation that completion thereof is or is not required.
- (e) All tenderers must complete the affidavit in Form 7 of Volume 5 regarding previous convictions for relevant offences (if any) committed by the tenderer or any of its

directors/members/office bearers.

## **9. TENDERER'S DUTY TO SATISFY HIM- OR HERSELF AS TO THE EXTENT OF SERVICES AND ATTENDANCE AT MEETINGS**

- 9.1 It is the duty of the tenderer to inform and satisfy him- or herself fully as to the nature and extent of the services and conditions in respect of which it is tendering. No claims of any nature will be entertained on the basis of a tenderer's failure to make such inquiries.
- 9.2 The Employer has arranged an information meeting for 24 May 2006 at the Employer's street address, attendance at which is compulsory. A service area inspection will be held after the information meeting, attendance of which is not compulsory. Attendance at all other meetings of tenderers is compulsory. Notice of such meetings will be given to all persons who have collected tender documents.
- 9.3 If any meeting of tenderers arranged by the Employer, except the service area inspection, have not been attended by the tenderer him- or herself, or a representative of the tenderer who must be—
  - (a) suitably qualified to comprehend the implications of the services to be provided; and
  - (b) in the direct employ of the tenderer; or
  - (c) a consultant or agent commissioned by the tenderer,
 this will disqualify the tenderer.
- 9.4 Minutes of the information meeting will be issued to tenderers as part of the addenda. Questions asked at such meeting and inspection will be minuted and replied to in addenda. Only replies minuted in such addenda will be binding on the Employer.

## **13. TENDER ALL-INCLUSIVE**

- 13.1 The tenderer must, before tendering, satisfy him- or herself as to the correctness and sufficiency of the tender and of the rates stated in the Schedule of Quantities (Form 12 of the Tender Forms). Such rates shall (except in so far as is otherwise provided) cover all the tenderer's obligations under the contract.
- 13.2 The tenderer must allow in the tender for full compensation for all general preliminaries, all expenses incurred in complying with the General and Special Conditions and Specifications, all other costs, positioning kilometres as well as everything else necessary for the execution of the contract in accordance with the tender documents. The tenderer's attention is drawn to the fact that the services may be varied during the contract period under clause 32 of the General Conditions, which could lead to an increase or decrease of monthly revenue kilometres. Tenderers are also advised and must be aware that passenger numbers on the various routes may vary from time to time, and that any passenger statistics that may be provided in the Specifications are only estimates that may turn out to be different in practice.
- 13.3 Monthly payments to the operator, as well as fares paid by passengers, are not subject to Value Added Tax (VAT). VAT is payable by the Operator on certain items such as tyres and lubricants, and the tendered rates must provide for this. Any possible future increases in the rate of VAT will be reflected automatically in the escalation factor.

## **14. TENDER QUALIFICATION**

Tenders must be submitted strictly in accordance with the tender documents, i.e. without qualifications. Where an alternative tender is submitted, it will be additional to the unqualified tender submitted in terms of clause 15.2.

## **17. COMPLETION AND SIGNING OF TENDER FORMS**

- 17.1 All appropriate tender forms, schedules and certificates contained in Volume 5 (Tender Forms) must be fully and properly completed, signed and witnessed where indicated, in black ink, as provided for, and submitted with the other tender documents as part of the tenderer's tender. Every page of the Tender Forms which is not signed, and every page of the other tender documents, must be initialled by or on behalf of the tenderer. Persons signing or initialling must be duly authorised.
- 17.2 The Schedule of Quantities (Form 12 of the Tender Forms) must be fully priced and totalled in the currency of the Republic of South Africa to show the amount of the tender. It should be noted that the tender amount is only relevant for purposes of tender evaluation and

calculating the amount of the suretyship(s), and will not necessarily reflect the actual amount payable to the successful tenderer over the period of the contract. Tenderers should also note that the kilometres indicated on Form 12 are only estimates and will not necessarily be the kilometres operated over the contract period.

- 17.3 Where the space provided in the bound documents is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules must then be bound together with a suitable contents page and submitted with the tender documents. All such schedules must be signed, witnessed and initialled as specified in rule 17.1.
- 17.7 If all tender forms are not fully and properly completed, signed, witnessed and initialled the tender shall be void unless otherwise decided by the Tender Board.

## **18. ALTERATIONS TO TENDER DOCUMENTS**

No unauthorised alteration or addition shall be made to any part of the tender documents. If any such unauthorised alteration or addition is made the tender may be declared void unless otherwise decided by the Tender Board.

## **20. SUBMISSION AND CLOSING OF TENDERS**

- 20.1 All the Tender Forms (Volume 5) as well as all supporting documents, must be submitted to the Tender Board strictly in accordance with these Tender Rules and the instructions given in the official tender notice published in the Tender Bulletin. Tenderers must check the numbers of the pages and satisfy themselves that none are missing or duplicated. The Employer will not be liable in respect of claims arising from the fact that pages are missing or duplicated.
- 20.2 Each tender must be submitted in a separate sealed envelope and be clearly marked with the contract number, title and closing date and the name and address of the tenderer, provided that a combined tender may be submitted in a single envelope marked with all relevant contract numbers. The envelope shall not contain documents relating to any tender other than that indicated on the envelope.
- 20.4 Tenders close at the time specified in the tender advertisement.

## **28. ADDITIONAL QUALIFICATION FOR TENDERER**

- 28.1 No tender will be considered if the company, close corporation, joint venture, partnership or consortium through which the services are to be performed (including, where appropriate, the business entity or undertaking of any person or entity exercising ownership control over the business or undertaking of the Tenderer, or performing services on behalf of, or in the capacity as agent of the tenderer) does not operate according to business principles with financial ringfencing, as required by section 48 of the Act.
- 28.2 Historically Disadvantaged Individuals shall have more than fifty percent (50%) equity ownership in the company, close corporation, joint venture, partnership or consortium, for the tender to be considered.
- 28.3 More than fifty percent (50%) of executive management positions of the company, close corporation, joint venture, partnership or consortium shall be held by Historically Disadvantaged Individuals, for the tender to be considered.
- 28.4 Tenderers must also comply with any other relevant provisions of the Act as regards requirements or qualifications for tenderers, which may include prescriptions by the Minister of Transport under section 48(3) of the Act.

**Schedule: Volume 2: General Conditions of Contract**

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**THE PROVISION OF MIDI BUS PASSENGER TRANSPORT  
SERVICES  
BETWEEN PRETORIA STATION AND GALLAGHER ESTATES,  
MIDRAND**

**TENDER NO. DR06/0448  
GENERAL CONDITIONS OF CONTRACT**

The Director-General: Transport/Chief Executive Officer  
 Directorate: .....  
 P O Box .....  
 .....

Date:

**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

- 1.1 Where the General Conditions of Contract are referred to in the contract documents, they shall also include any Special Conditions, unless the contrary is required by the context.
- 1.2 Words in the singular also include words in the plural and vice versa where the context permits.
- 1.3 Except where the context indicates otherwise, in the contract documents any word or expression to which a meaning has been assigned in the Act, shall have that meaning and the following words and expressions shall have the following meanings:  
 "accepted", "approved", "authorised", "directed", "ordered" and "rejected" means accepted, approved, authorised, directed, ordered or rejected by the Tender Board, Employer or Representative;  
 "Act" or "the Act" means the National Land Transport Transition Act, 2000 (Act No. 22 of 2000); or as amended;  
 "agreed" means agreed in writing by the Employer or the Representative on the one hand and the Operator on the other hand;  
 "authorised stop" means a stop, rank or terminal authorised by the relevant local authority and/or traffic authority and agreed to by the Representative and the Operator;  
 "band" or "kilometre band" means a range of kilometres as set out in Form 12 of the Tender Forms within which the total monthly revenue kilometres operated by the Operator will fall and to which a particular tendered rate applies;  
 "capacity" in respect of buses means the maximum number of persons that may lawfully be carried in the bus, including all seated and standing passengers but excluding the driver;  
 "claim form" means the total of the prescribed forms and certificates which are to be completed, signed and submitted by the Operator to the Representative in support of its monthly claim;  
 "commencement date" means the date on which the services will commence as stated in the Special Conditions or the letter of acceptance of the tender;

**"contract"** means the agreement which results from the acceptance of the tenderer's tender by the Tender Board for the operation of the services as described in, among others, the Specifications, including the terms and conditions set out in the contract documents as well as in the letter of acceptance of the tender and in such other documents which the Parties to the contract may agree in writing shall form the basis of the contract;

**"contract documents"** means the documents listed in clause 10;

**"contract rates"** means the tendered rates tendered by the successful tenderer and accepted by the Employer as being the rates applicable to the contract;

**"core city"** means a core city as defined in the Act;

**"day"** includes Saturdays, Sundays and public holidays;

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

**"duty"** means a document providing written instructions to a bus driver regarding the relevant shift;

**"duty board"** means a board that displays the duty/shift number of a particular bus for identification purposes;

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

**"EE"** (electronic information and ticket equipment) means fully operational electronic equipment which has the capacity to provide, record and accumulate the information contemplated in clause 16, including hardware with uninterrupted power supply (UPS) and software, that are acceptable to the Employer and compatible with the systems used by the Representative;

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

**"Employer"** means the Provincial Administration /Transport Authority/Core City, or a person designated by that authority to act on its behalf or, in the case of a provincial administration any transport authority or core city to which that administration has ceded its rights and delegated its obligations;

**"financial ringfencing"** in relation to a business entity or undertaking has the meaning assigned thereto in section 48 of the Act;

**"Historically Disadvantaged Individual"** means a South African citizen who due to the apartheid policy that had been in place , had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1993 (Act No. 110 of 1993) or the Interim Constitution (Act No. 200 of 1993) and/or who is a female: and/or who has a disability. Provided that a person who obtained South African citizenship on or after the coming of the Interim Constitution, is not deemed to be a Historically Disadvantaged Individual.

**"midibus"** means a motor vehicle designed or lawfully adapted by a registered manufacturer in compliance with the Road Traffic Act, 1989 (Act No. 29 of 1989), to carry from nineteen (19) to thirty-five (35) seated persons, excluding the driver;

**"minibus"** means a motor vehicle designed or lawfully adapted by a registered manufacturer in compliance with the Road Traffic Act, 1989 (Act No. 29 of 1989), to carry from nine (9) to eighteen (18) seated persons, excluding the driver

**"month"** means a calendar month;

**"multi-journey ticket"** or **"MJT"** means a ticket for a number of inbound and outbound trips on a specified route, valid for a period expiring on the date specified thereon;

**"OEM"** means the Original Equipment Manufacturer;

**"operating licence"** means an operating licence as defined in the Act which is necessary to enable the Operator to provide the services in terms of the contract, and where the Operator is already in possession of such licence before the commencement date, includes any renewal, amendment or transfer of such licence(s) necessary to enable it to provide the services;

**"Operator"** means the person, company, close corporation, joint venture, partnership or consortium whose tender has been accepted by the Tender Board, and includes the Operator's executors, administrators, trustees, judicial managers or liquidators, as the case

may be, but not, except with the written consent of the Employer, any cessionary, delegate or sub-contractor of the Operator or substitute Operator;

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

**"payment certificate"** means the claim form, which is in accordance with Form 23 of the Tender Forms, certified by the Representative and subject to the approval of the Employer, stating an amount which the Operator will be paid by the Employer for services provided in terms of the contract;

**"permit"** means a public road carrier permit issued in terms of the Road Transportation Act, 1977, or a similar authority issued in terms of a previous law as defined in the Act, which is necessary to enable the Operator to provide the services in terms of the contract, and includes any renewal, amendment or transfer of such permit(s) necessary to enable it to provide the services;

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

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

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

**"Representative"** means the person appointed as such by the Employer, or by the Supervision and Monitoring Firm with the written consent of the Employer, to supervise and monitor the services and to perform the functions of Representative in this contract, or a person authorised by the Employer to act on its behalf. "Representative" also includes its delegate under clause 23.3;

**"revenue kilometres"** means scheduled kilometres actually operated on approved routes for which the Operator is entitled to be compensated in terms of this contract;

**"route"** means a fixed path from origin to destination along a series of roads with intermediate stops as specified in the contract documents or otherwise agreed to between the Parties;

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

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

**"service area"** means the residential, business, industrial and other areas served by the routes, as described in the Specifications (Volume 4), in which the services will be operated;

**"services"** means the transportation of passengers along a route by specified vehicles at specified times and frequencies and stopping at specified locations, which is to be provided in terms of this contract;

**"special conditions of contract"** or **"special conditions"** means any amplification or amendment or addition to or departure from the General Conditions pertaining to the specific contract as set out in the Special Conditions (Volume 3);

**"specifications"** means the specifications as set out in the Specifications (Volume 4) in which the routes, distances, services, fares, time tables, performance criteria, stops and any additional related information are described;

**"standard bus"** means a bus with a capacity of thirty-six ( 36 ) to seventy (70) seated persons, excluding the driver, and the number of standing passengers authorised by the relevant roadworthy certificate;

**"standing kilometres"** means kilometres which are scheduled in accordance with the time table and for which the Operator is compensated where it is unable to operate scheduled trips, as contemplated in clause 20.3 of the General Conditions;

**"supplementary agreement"** means a new contract between the Employer and the Operator for operating additional services outside the service area which were not contemplated in the original contract, are not required for the proper fulfilment of the original contract and do not amount to variations in terms of clause 32;

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

**"tender amount"** means the total amount in a tenderer's tender for the provision of the specified services as shown on Tender Form 12 , which amount is only relevant for evaluation purposes and to calculate the sum of the suretyship(s) and is subject to adjustment in respect of—

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

**"Tender Board"** means the provincial or municipal tender board or committee or other entity responsible to perform the following main functions related to this contract:

- (a) The acceptance or rejection of tenders;
- (b) the awarding of contracts;
- (c) the approval of amendments to the contract documents, including contract rates; and
- (d) the termination of contracts;

**"tender documents"** means the documents comprising, among others, the Tender Rules, General Conditions, Special Conditions, Specifications, Tender Forms and addenda, inviting tenders for the operation of the services;

**"tendered rates"** means the amounts per revenue kilometre tendered for providing the services, in respect of each kilometre band as shown in the Schedule of Quantities (Tender Form 12) and which include the contributions to the Bus Industry Restructuring Fund contemplated in tender rule 13.7;

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

**"time table"** means a schedule of passenger carrying trips approved by the Employer, indicating all departure times from points of origin and specified intermediate points (not necessarily all authorised stops) as well as arrival times at destinations on each route for specified days, subject to any variation thereof in terms of clause 32;

**"transport authority"** means a transport authority as defined in the Act;

**"trip"** means the operation of a vehicle, carrying fare paying passengers, travelling in a single direction on a route as set out in the authorised time table, including any variations approved by the Employer or Representative in writing in terms of clause 32;

**"unsuitable vehicle"** means a vehicle which is materially different from those specified in Form 10 of the Tender Forms and clause 10 of the Special Conditions in terms of age, make, model or otherwise, or which the Employer in its discretion deems to be unsuitable to provide the services adequately;

**"waybill"** means a document provided by the Operator that reflects duty, route and trip details (including details of passengers carried and tickets issued and cancelled per trip).

#### 4. BUS STOPS

- 4.1 Only authorised stops shall be used by the Operator.
- 4.2 All stops, including intermediate stops, must be authorised by the Representative and any relevant authority with due consideration to regulations and proclamations of such authority that may be applicable.

#### 5. CANCELLATION OF SCHEDULED TRIPS ON A TEMPORARY BASIS

- 5.1 Cancellation of scheduled trips is not permitted unless—
  - (a) agreed to in writing by the Representative in terms of clause 32;
  - (b) they form part of a reduced service during holiday periods and have been approved by the Representative at least fourteen (14) days in advance;
  - (c) the cancellation is due to unforeseen road closures, obstructions, floods or weather conditions;
  - (d) in the opinion of the Employer the cancellation results from immediate danger to life or of personal injury and/or serious damage to property; or
  - (e) the cancellation is in the opinion of the Employer due to strike or stayaway action of a general nature, i.e. not confined to the Operator's organisation.
- 5.2 Where the Representative or Deputy orders the Operator to provide services in circumstances where the Operator is of the opinion that there is immediate danger to life or of personal injury or of serious damage to property, the Operator may refuse to comply, in which case the matter shall be referred to the Employer for decision within twenty-four (24) hours. If the Employer decides that there was in fact such danger, standing kilometres will be paid for the services not provided: if not, the Operator shall be penalized in accordance with clause 5 of the Special Conditions for not providing the services and standing kilometres will not be paid. Should the Operator be dissatisfied with the Employer's decision, the Operator may

- declare a dispute under clause 26.
- 5.3 Where the Operator is of the opinion that scheduled trips should be cancelled due to boycott action, either against the Operator's firm or generally, the Operator must refer the matter to the Employer via the Representative for decision. If the Employer decides that such cancellation is justified, standing kilometres will be paid for the services not provided: if not, the Operator shall be penalized in accordance with clause 5 of the Special Conditions for not providing the services and standing kilometres will not be paid. Should the Operator be dissatisfied with the Employer's decision, the Operator may declare a dispute under clause 26.
- 5.4 The Operator must inform the Representative within twenty-four hours after the cancellation of any scheduled trips and also when the trips are recommenced. The Operator must also confirm the cancellation and recommencement to the Representative in writing and notify it of the reasons for the cancellation. The Representative must investigate and confirm the reasons for all cancellations.

## **7. CHOICE OF LAW**

The law of the Republic of South Africa shall be applicable to this contract and any matter arising therefrom. The Operator must abide by all applicable statutes, regulations, ordinances, by-laws and other laws and binds him- or herself to accept the jurisdiction of the courts of law of the Republic of South Africa in respect of any matter arising out of this contract.

## **8. COMMENCEMENT DATE AND DURATION**

- 8.1 The Operator must commence the services on the commencement date as stated in clause 2 of the Specifications or as otherwise stated in the letter of acceptance of the tender.
- 8.2 The contract shall run for the period as stated in clause 2 of the Specifications.
- 8.3 The Representative may on instructions of the Employer instruct the Operator to continue operating the services for a maximum additional period of three (3) months after the expiry date. Three (3) months' prior notice shall be given in writing if the contract period is to be so extended.
- 8.4 At the end of the contract period the Employer may decide to invite new tenders for the provision of services in substantially the same service area. If this is done, such invitation shall amount to a totally new contract on the terms and conditions set out in the new tender documents.
- 8.5 If a subsequent contract is awarded to a different operator, the Operator must give its full co-operation in effecting the transition of the services to the new operator

## **11. DOMICILIA AND COMMUNICATION**

- 11.1 The *domicilia citandi et executandi* in the Republic of South Africa of the Parties for the service of notices and legal documents for all purposes arising out of or in connection with this contract shall be:

The Employer: .....

The Operator: The address provided in Form 1 of the  
Tender Forms

The other particulars of the Parties are:

Employer's telefax number: .....

Employer's telephone number: .....

Operator's telefax number: As stated in Form 1 of the  
Tender Forms.

Operator's telephone number: As stated in Form 1 of the  
Tender Forms.

- 11.2 The Parties must give notice in writing of any change of the abovementioned *domicilia* and other relevant particulars, at least fourteen (14) days prior to such new particulars becoming effective.

- 11.3 Communication must be maintained by using the following methods:  
(a) hand delivery;

- (b) registered mail, which method may only be used after tender acceptance;
  - (c) telefax or telegram; or
  - (d) courier.
- 11.4 Any notice given in terms of this contract must be in writing and shall be deemed to have been received by the addressee—
- (a) on the date of delivery, if delivered by hand;
  - (b) on the eighth (8th) day following the date of posting, if sent by prepaid registered mail;
  - (c) on the day after dispatch, if sent by telefax or telegram; or
  - (d) on the day after dispatch, if delivered by courier.

## **16. INFORMATION**

- 16.1 To support the Operator's monthly claims and to enable proper monitoring of performance, the Operator must supply the Employer with the following daily written statistical data and information for each route in the format required by the Employer, on a weekly basis or as otherwise requested by the Employer in writing:
- (a) actual departure and arrival time of each trip and late and early trips, with proper identification of trip;
  - (b) revenue kilometres of each trip;
  - (c) cash and multi-journey ticket passenger numbers for each trip;
  - (d) detail of trips not operated and reasons therefore, and
  - (e) any other information that may reasonably be required from time to time by the Employer which may be relevant to the contract.

The Operator must retain the abovementioned data and information and keep it available to the Employer for inspection for at least three (3) years after the end of the contract period.

## **17. INSURANCE**

- 17.1 The Operator must take steps to ensure the safety of passengers and property. The Employer shall not be liable for any loss or damages resulting from damage to property or the death of or injury to any person which is caused by an intentional or negligent act or omission of the Operator or his agents or employees and the Operator hereby indemnifies the Employer against all claims, demands, lawsuits, damages, costs (including attorney and client costs), charges and expenses whatsoever in this regard. Nothing contained in this provision shall, however, be deemed to render the Operator liable for, or to indemnify the Employer against, any compensation or damages with respect to injuries or damage to persons or property resulting from any negligent act or omission done or committed during the currency of the contract by the Employer or its servants or for or in respect of any claims, demands, lawsuits, damages, costs, charges and expenses in respect thereof or pertaining thereto.
- 17.2 The Operator must effect and maintain throughout the duration of the contract, at its own expense, public passenger liability insurance for at least R10m (Ten Million Rand) per any one incident and full comprehensive vehicle insurance based on the realistic market value of the vehicle(s) with an insurance company chosen by the Operator and acceptable to the Employer, registered with the Financial Services Board established by the Financial Services Board Act, 1990, and registered in the Republic of South Africa in terms of the Short Term Insurance Act, 1998 or other applicable legislation. Proof of such insurance must be submitted to the Employer prior to the commencement date of the services and the Operator must advise the Employer in writing of any changes thereto and provide the Employer with proof of payment of monthly premiums on demand. Such insurance shall *inter alia* provide cover in respect of loss or damage suffered by reason of damage to property or death of or injury to any person resulting from an intentional or negligent act or omission by the Operator or its agents or servants in connection with the provision of the services.

## **18. OPERATION OF SERVICES**

- 18.3 The Operator shall have no cause to refuse to convey a person on a trip or part thereof unless the passenger capacity will be exceeded at the time in question by the person wishing to be conveyed, or on grounds of violent, abusive or otherwise offensive conduct on the part of that person or other grounds contemplated in the Act or applicable road traffic legislation,

- 18.4 or because the person refuses to pay the fare.
- Should the Operator become aware of circumstances or problems which have prevented it, are preventing it or will prevent it from providing the services as specified, it must, as soon as is reasonably possible after becoming so aware, advise the Representative or the Deputy of such circumstances or problems and also indicate the manner in which the provision of the services were, are or are going to be influenced thereby, if applicable. Such advice must be confirmed in writing as soon as reasonably possible. The Operator must in such circumstances comply with clause 28.

## **20. PAYMENT FOR SERVICES**

- 20.2 The Operator shall be paid monthly for providing the services set out in the Specifications and for approved variations in accordance with clause 32, in an amount calculated by multiplying the total revenue kilometres by the contract rate for the band concerned, plus an amount calculated by multiplying total standing kilometres by the rate specified therefore, less any penalties. The total scheduled kilometres per month will be used to determine the said band. Actual route distances as agreed between the Operator and the Representative shall be used to calculate revenue kilometres for each trip, provided always that the onus is on the Operator to prove that trips have been operated. The Operator will not be paid for positioning kilometres.
- 20.3 Standing kilometres will only be paid where scheduled trips are cancelled as provided for in clause 5.1(c), (d) and (e), and clauses 5.2 and 5.3 where applicable, and only for a maximum period of seven (7) days per event. After the aforementioned period of seven (7) days the Employer may, in its discretion, extend the period for which standing kilometres will be paid and/or amend the time table. If standing kilometres paid amount to more than thirty percent (30%) of the monthly scheduled kilometres for three (3) consecutive months, either party may terminate the contract in terms of clause 30.7. The rates for standing kilometres shall be sixty percent (60%) of the contract rates for the band concerned as determined in terms of clause 20.2.
- 20.4 The Operator must total the revenue kilometres operated as well as standing kilometres on each route for the particular month without rounding off any figures further than one decimal point.  
Once a total has been obtained the total kilometre amount is to be rounded off to the nearest full kilometre.
- 20.5 As soon as possible, but not later than seven (7) days after the end of each month, the Operator must submit to the Representative a monthly claim form in the format prescribed by the Employer in Tender Form 23, containing *inter alia* the information set out in clause 16.1.
- 20.6 When all the information has been supplied as specified in clause 16 and the duly completed and signed monthly claim forms have been submitted to the Representative, the claim forms will be certified by the Representative if it is satisfied with the contents and correctness thereof. Claim forms must be prepared in the first instance by the Operator, and checked and certified as correct and payable by the Representative in terms of the contract.
- 20.7 The Representative may, before it submits the claim forms to the Employer as a payment certificate, make any correction or modification to that payment certificate or any previous payment certificate(s) and shall have the right to withhold certification in respect of any part of the services not being operated to its satisfaction. The Representative must submit the payment certificate to the Employer as soon as possible, but not later than seven (7) days after receipt thereof, error free, from the Operator. Where the Representative has amended a claim form or payment certificate, it must supply a copy of the amended form or certificate to the Operator.
- 20.8 The Employer shall effect payment to the Operator as soon as possible but not later than fourteen (14) days after receipt of the error free payment certificate from the Representative. All payments shall be made directly into the bank account of the Operator, details of which must be supplied by the Operator. The Employer reserves the right to reject any payment certificate submitted to it by the Representative because of errors contained therein. Such rejected payment certificate shall be referred back to the Representative for correction purposes and no discussions in this regard will be entered into between the Employer and the Operator.
- 20.9 Should the Operator, for whatever reason, owe any amount to the Employer, the Employer shall have the right to set it off against any moneys that may be owing to the Operator by the

Employer in terms of a monthly payment certificate.

## **21. PENALTIES**

Penalties shall be imposed against the Operator for each offence in accordance with clause 5 of the Special Conditions and the Representative shall advise the Operator on a weekly basis of penalties so imposed.

## **22. PERMITS AND OPERATING LICENCES**

- 22.1 The Operator must promptly do everything in its power to obtain and maintain in force all operating licences or permits, including licences and permits required by local authorities, pay all fees and levies and issue all notices as may be necessary for or be connected with the due operation of the services in accordance with the Act and other applicable legislation.
- 22.2 It shall be the Operator's responsibility to apply timeously to the competent operating licence board (board) for the necessary operating licences, or amendments to existing permits or operating licences, or approval of fare increases, as the case may be, covering the contract routes unless the Operator is already in possession of such licences, permits, amendments or approvals. The Employer will provide a letter to the board notifying it of the awarding of the tender. The operating licences must be applied for for the duration of the contract period only. When such licences are issued, the Operator must supply copies to the Employer forthwith and the contract (Form 22 of the Tender Forms) will be completed.

## **24. RELAXATION**

Except as otherwise stated, no latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder or the enforcement of any right arising from this contract and no single or partial exercise of any right by either Party shall under any circumstance be construed to be an implied consent by such Party or operate as a waiver or a novation, or otherwise affect any of that Party's rights in terms of or arising from this contract or stop such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. No waiver on the part of either party of any rights arising from a breach of any provision of this contract will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision

## **25. SERVICES OUTSIDE THE CONTRACT**

In addition to the services which the Operator is obliged to provide in accordance with this contract, it may operate any other passenger transport, provided that the operation of such transport does not in any way interfere with or inhibit its ability to provide the services in terms of this contract.

## **28. SUBSTITUTE OPERATOR**

- 28.1 The written consent of the Employer shall be required before the Operator may appoint any substitute operator.

## **29. SURETYSHIP**

- 29.1 The Operator must, not later than fourteen (14) days after acceptance of its tender in terms of rule 26 of the Tender Rules and before signing the contract referred to in clause 27, provide one or more suretyships from a banking institution registered in terms of the Banks Act, 1990, or an insurer registered in terms of the Short Term Insurance Act, 1998 or the Long Term Insurance Act, 1998 to do insurance business, or the Small Business Development Corporation, or cash, negotiable government stock, negotiable approved municipal stock, or a security bond to the satisfaction of the Employer, or such other form of security as may be approved by the Tender Board, for ten percent (10%) of the tender amount, or such other percentage thereof as stated in clause 12 of the Specifications, as security for the due and faithful fulfilment by it of all the terms and conditions of the contract. Where appropriate, the suretyship shall be in accordance with Form 21 of the Tender Forms to the satisfaction of the Employer. Such suretyship(s) shall cover the full contract period. Where an Operator fails to furnish a suretyship(s) within such time or furnishes a suretyship(s) which is/are

unacceptable, the Employer may give the Operator written notice to furnish an acceptable suretyship(s) within fourteen (14) days of such notice. If this is not done or if a further suretyship(s) provided is unacceptable, the Employer may cancel the contract without further notice and exercise the rights set out in rule 22.4 of the Tender Rules. Whether or not a suretyship is acceptable shall be in the sole discretion of the Employer.

- 29.2 Upon expiry of the contract the surety(ies) shall be released unless the Operator still has to meet outstanding obligations and claims in terms of the contract and the cost of such obligations cannot be covered by any outstanding payment standing to the Operator's credit.
- 29.3 The cost of providing suretyships as well as the stamp duty thereon shall be for the Operator's account.
- 29.4 In lieu of or in addition to suretyships, the Employer may, in its discretion, in writing impose special audit requirements on the Operator, in which case the latter shall be obliged to comply therewith.

### **33. VEHICLES**

- 33.1 The Operator is required to submit with its tender a statement on Form 10 of the Tender Forms, showing what vehicles will be available for the services immediately upon award of the contract and what vehicles will be purchased or leased. Copies of signed purchase and lease agreements are to be provided to the Employer on request before the tender is awarded, if necessary subject to a suspensive condition that the agreements will be effective only if the tender is awarded. The onus is on the Operator to decide what vehicles it will indicate on the said form for use in the provision of the services. During the tender evaluation stage these completed statements will be used, among other things, to assess the Operator's capacity to operate services of the magnitude concerned. Only vehicles shown in the completed Form 10 as submitted with the tender may be used to provide the services, unless the written consent of the Employer is obtained in advance.
- 33.2 The type and condition of all vehicles to be provided by the Operator for the provision of the services must correspond with the requirements of clause 7.2 of the Special Conditions and clause 14 of the Specifications. When so ordered by the Employer, the Operator must remove from the services any unsuitable vehicles. The approval or disapproval of any vehicle by the Employer or the Representative shall not in any way release the Operator from its obligations in terms of the contract.
- 33.3 If the Operator, without the written authority of the Employer, fails to provide the right type, with reference to quality and age, of vehicles as specified in its tender within three (3) months of the commencement date or, at a later stage in the contract period, within sixty (60) days after being instructed to do so by the Employer, then a penalty shall be imposed as contemplated in clause 5 of the Special Conditions.
- 33.4 The Operator must display identification stickers or decals on vehicles used in providing the services if requested to do so by the Employer.
- 33.5 Any accident damage shall be repaired so that the vehicle complies with the Specifications.
- 33.6 All buses must be clean inside and outside when they leave a depot. Prior to the commencement date, the Operator, Employer and Representative (if appointed) must agree on guidelines as to what constitutes cleanliness in the operating circumstances.
- 33.7 No vehicles with hard seats will be permitted.

### **34. EMPLOYMENT OBLIGATIONS AND RESPONSIBILITIES**

- 34.1 Employment and labour issues, including—
  - job guarantees and employment obligations;
  - minimum wages;
  - minimum conditions of employment;
  - obligations towards the Bus Industry Restructuring Fund;
  - other relevant labour matters,

in the first round of tendering following an interim contract, are governed by—

- (a) The Agreement concluded between the National Department of Transport, the Southern African Bus Operators' Association and participating transport unions on 24 November 1997 ("the Tripartite Heads of Agreement"), which is attached as Annexure A for information purposes, and
- (b) The latest Main Agreement of the South African Road Passenger Bargaining Council

- (SARPBAC), being such Agreement as revised or amended from time to time.
- 34.2 Clause 34.1 applies to all successful tenderers, whether or not the Operator is the same person or entity that operated the services, or substantially the same services, before the commencement date of the first tendered contract after an interim contract. It involves, among other things, that the Operator will be obliged to employ a minimum number of workers directly from the previous operator, where applicable.

**Schedule: Volume 3: Special Conditions of Contract**

**GAUTENG PROVINCIAL ADMINISTRATION/  
TRANSPORT AUTHORITY/CORE CITY**

**DIRECTORATE: PUBLIC TRANSPORT**

**THE PROVISION OF MIDI BUS PASSENGER TRANSPORT  
SERVICES**

**BETWEEN PRETORIA STATION. AND .GALLAGHER ESTATES,  
MIDRAND**

**TENDER NO. DR06/0448**

**VOLUME 3: SPECIAL CONDITIONS OF CONTRACT (of 5 volumes)**

The Director-General: Transport/Chief Executive Officer

Directorate: .....

P O Box .....

.....

**Date:**

**VOLUME 3: SPECIAL CONDITIONS OF CONTRACT**

**1. PREFACE**

The following Special Conditions of contract must be read with the General Conditions of Contract and other contract documents. These Special Conditions are intended to amplify, amend, add to or depart from the General Conditions, as the case may be, to the extent specified. They will take precedence over the General Conditions in the case of conflicting provisions.

**3. DISPLAY OF VEHICLE AND DUTY NUMBERS**

3.1 All vehicles used for the provision of the services must—

- (a) display on the front and rear of the vehicle, the fleet number of the vehicle; and
- (b) display behind the lower right front windscreen of the vehicle the duty number that is being operated.

3.2 The Operator must equip, maintain and identify the vehicles in accordance with the Specifications and the destination and shift number shall be correctly displayed at the front of each vehicle for every trip.

**7. BUS SPECIFICATION**

**7.2 Vehicle standards**

All vehicles must conform with the requirements and regulations of the Road Traffic Act, 1989 (Act 29 of 1989) or other applicable legislation and applicable SABS specifications.

Details of the existing or proposed vehicles to be used on the services are to be provided on Form 10.

**Schedule: Volume 4: Specifications  
..... PROVINCIAL ADMINISTRATION/  
TRANSPORT AUTHORITY/CORE CITY**

**DIRECTORATE: PUBLIC TRANSPORT**

**THE PROVISION OF MIDI BUS PASSENGER TRANSPORT  
SERVICES  
BETWEEN PRETORIA STATION. AND .GALLAGHER ESTATES,  
MIDRAND  
TENDER NO. DR06/0448  
VOLUME 4: SPECIFICATIONS (of 5 Volumes)**

The Director-General: Transport/Chief Executive Officer  
 Directorate: .....  
 P O Box .....  
 .....

**Date:**

**1. OPERATING LICENCES/ PERMITS**

**1.2 Proposed operating licences for this contract**

The successful tenderer, if not already in possession of operating licences or permits, must submit applications for operating licences to the provincial Operating Licence Board (board), in terms of clause 22 of the General Conditions, for the provision of public transport services as described in the specifications. The Employer will notify the board in writing of the award of the tender to the Operator. The Operator shall submit an application to the board for operating licences in terms of section 40 of the Act and other applicable legislation, which will be granted only for the contract period. As soon as the operating licences have been granted by the board, the accepted tenderer must notify the Employer and the Form of Contract (Form 22) will then be completed.

If the contract is terminated before the expiry date of the contract, the operating licences or permits for these services must be returned by the Operator to the board, for cancellation.

**2. COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT (CLAUSES 8.1 AND 8.2 OF GENERAL CONDITIONS)**

- 2.1 The services shall commence on 1 July 2006. or such later date as may be agreed to in writing between the Parties.
- 2.2 The duration of this contract shall be one (1) year, subject to clause 8 of the General Conditions.

**4. SERVICES TO BE PROVIDED**

**4.1 The service area**

**4.1.1 Terrain and operating environment**

The roads used for bus routes are mostly tar.

**4.1.3 Private hire and contracts**

When vehicles are not required to operate according to the time table they may be used for

other purposes including private hires or other contracts as well as on the non-subsidised routes, subject to the applicable permits or operating licences being held or issued by the provincial Operating Licence Board. Such commitments shall in no way relieve the Operator from operating the scheduled trips as provided in the timetables. Caution must be taken as the information contained in this document does not include private hires, other contracts as well as non-subsidised routes.

#### **4.2 Depots, terminals and bus parking**

The existing bus stops and terminals authorised by the local authorities are to be used by the Operator.

#### **4.3 Routes**

The following service is required: Thirty employees to be collected from Pretoria Station on Monday mornings and taken to Gallagher Estates, Midrand, to arrive there no later than 09h00. Thirty employees to be collected from Gallagher Estates, Midrand Friday afternoons at 16h00 and transported to Pretoria Station

##### **4.3.1 Route descriptions**

Provide a description of the route you will be following. A sample is provided for your information.

##### **SAMPLE ROUTE DESCRIPTION**

##### **Route 93      From Thaba'Nchu (Bultfontein 1 Suburb) to Bloemfontein (Central Park Bus Terminus)**

###### *Forward Journey:*

Depart from Bultfontein 1 Terminus, stop 1 (0 km), proceed on unnamed street to stop 2 next to House nr 325 (0.2 km), proceed to stop 3 next to house nr 33 (0.5 km), proceed to stop 4 next to house nr 301 (0.8 km), turn right into unnamed street and proceed to stop 5 next to house nr 450 (1.2 km), proceed to stop 6 next to house nr 673 (1.5 km), turn left into unnamed street and proceed to stop 7 next to house nr 709 (1.9 km), turn right into road B12/01/01 and proceed, turn left into unnamed road and proceed through Bultfontein 2 Suburb to stop 8 next to Mokulane Primary School (2.9 km), proceed to stop 9 next to Motalepule Trading Store (3.4 km), proceed to stop 10 next to house nr 1418 (3.7 km), proceed to stop 11 next to house nr 1300 (4.1 km), proceed to stop 12 next to house nr 969 (4.5 km), turn right into unnamed street and proceed to stop 13 next to house 916 (4.9 km) proceed to stop 14 next to house nr 948 (5.2 km) proceed to stop 15 next to house nr 1439 (5.5 km), proceed and enter Bultfontein 3 Suburb to stop 16 next to Assembly Church (6.2 km), proceed to stop 17 next to house nr 460 (6.5 km), turn left into unnamed street and proceed to stop 18 next to house nr 447 (6.8 km), proceed to stop 19 next to house nr 435 (7.2 km), proceed to stop 20 next to house nr 76 (7.5 km), turn right into unnamed street and enter Bultfontein 4 Suburb, proceed to stop 21 next to house nr 453 (7.8 km), turn left into unnamed street and proceed to stop 22 next to Lobogang Restaurant (8.2 km), turn right into Road D105/01/01 and proceed, turn left into Road B12/01/01 and proceed, turn right into Manyane Highway and enter Selosesha Suburb, proceed to stop 23 at the Works Department (10.5 km), proceed to stop 24 next to house nr 577 (11.1 km), proceed to stop 25 next to house nr 838 (11.6 km), proceed to stop 26 next to house nr 811 (12.0 km), turn left into Poloka Road and proceed to stop 27 next to Poloka Sanatorium (13.3 km), proceed to stop 28 next to Tshipinare Secondary School (19.9 km), turn right into Road B13/01/01 and proceed, turn right into Road P5/1 or N8 and proceed to Albert Cross stop 29 (16.9 km), proceed to stop 30 at Serwalo (19.9 km), proceed to stop 31 at Hoenderplaas (22.5 km), proceed to stop 32 next to Suburb H (26.5 km), proceed to Botshabelo Cross Stop 33 (27.8 km), proceed to Botshabelo West stop 34 (32.1 km), proceed to Vadersgift stop 35 (41.4 km), proceed to Likhatalong stop 36 (45.5 km), proceed to Sannaspos stop 37 (49.7 km) proceed till Bright Side stop 38 (57.9 km), proceed to Bloemdustria stop 39 (62.6 km), proceed till Strathmore stop 40 (66 km), proceed to Coleman stop 41 (70.5 km), proceed to Maselspoort Cross stop 42 (73.6 km), proceed to Airport stop 43 (74.3 km), proceed to Race Course stop 44 (76.4 km), proceed to Market stop 45 (77.9 km), enter Bloemfontein on Maselspoort Road and proceed to Loco stop 46 (79.8 km), proceed to Subway stop 47 (80.6 km), turn left into Harvey Road and proceed to Station stop 48 (81.7 km), proceed and turn right into Douglas street, turn right into Hanger street and enter Central Park Terminus stop 49 (82.2 km).

*Return Journey:*

Central Park Bus Terminus, proceed north along Hanger Street, turn right into Charles Street and proceed into Signal Street, turning left at the Junction into Glen Road and proceed, turning left into Alexandra Avenue at the Slipway, continue as described above but in the opposite direction (82.0km).

**4.4 Scheduling and Timetables**

- 4.4.1 Tenderers must submit a timetable, stating the departure and arrival times. Prior to the start of operations the actual scheduled kilometre timetable will be decided by the Representative and the Operator as provided in clause 31.2 of the General Conditions.
- 4.4.4 Adjustment or improvements may be negotiated between the Operator and the Employer, or the Representative, and implemented as soon as possible.

**7. SUBMISSION OF OPERATING DATA****7.1 Duty numbers**

Prior to the commencement date the Operator shall submit a complete list of proposed driver duties for Monday to Friday, Saturdays and Sundays. The duty shall have a number and list the starting and end destination names for each trip, together with the appropriate route number and times.

**7.2 Trip information**

Trip information for all approved trips must be provided on a weekly basis or as otherwise required by the Employer (see clause 16.1 of the General Conditions). The contract data base will be maintained by the Representative and will contain the information of all approved trips and be updated on a monthly basis.

**7.4 Passenger perceptions of the service**

Apart from the normal liaison between the Operator and passengers, such as commuter interest groups, surveys and occupancy counts, it is expected of the Operator to report on a monthly basis in writing on complaints received from passengers. The report should include the date and time that the complaint had been received and the actions taken to address specific complaints.

**17. APPROVAL FROM OPERATING LICENCE BOARD TO TENDER**

In terms of section 31(4) of the Road Transportation Act, 1977, or other applicable legislation, the tenderer must have authority to tender from the relevant operating licence board/local road transportation board (board) (see Tender Rule 7).

**TABLE 4.1: TENDER -----: PROPOSED SERVICES BETWEEN**

**Schedule: Volume 5 - Tender Forms**

..... PROVINCIAL ADMINISTRATION/  
TRANSPORT AUTHORITY/CORE CITY  
DIRECTORATE: PUBLIC TRANSPORT

**THE PROVISION OF MIDI BUS PASSENGER TRANSPORT SERVICES  
BETWEEN PRETORIA STATION. AND .GALLAGHER ESTATES, MIDRAND  
TENDER NO. DR06/0448**

**VOLUME 5: TENDER FORMS (of 5 volumes)**

The Director-General: Transport/Chief Executive Officer

Directorate: .....

P O Box .....

.....

Date:

GAUTENG. PROVINCIAL ADMINISTRATION/  
TRANSPORT AUTHORITY/CORE CITY  
DIRECTORATE: PUBLIC TRANSPORT  
TENDER NO. ....

**FORM 1: FORM OF TENDER**

1. I/we having examined the tender documents for the provision of the above services, including all addenda issued after the date the tender documents were collected, hereby tender to render all or any of the services described in the attached documents to the ..... Provincial Administration/Transport Authority/Core City on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender at the rates and on the terms inserted therein, which according to Form 12 of the Tender Forms give a total tender amount of R.....  
.....  
.....(words)

2. I/we agree that—
  - (1) the offer herein shall remain binding upon me/us and open for acceptance by the Tender Board during the validity period indicated and calculated from the closing time of the tender until ..... or such period for which it may be extended.
  - (2) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to sign the contract when called upon to do so, the Employer may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Employer and I/we will then pay to the Employer any additional expense incurred by the Employer having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the Employer may also recover such additional expenditure by set off against moneys which may be

due or become due to me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Employer may sustain by reason of my/our default;

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

- 3. I/we undertake to give notice in writing of any change of the above *domicilium citandi et executandi* and related particulars, at least fourteen (14) days prior to such new particulars becoming effective.
- 4. I/we undertake to acknowledge receipt of all communications from the Employer.
- 5. I/we acknowledge that any notice given in terms of this contract must be in writing and shall be deemed to have been received by the addressee—
  - (5) on the date of delivery if delivered by hand;
  - (6) on the eighth (8th) day following the date of posting, if posted by pre paid mail;
  - (7) on the day after despatch, if sent by courier, telefax, telegram or telex.
- 6. I/we have prepared this tender based on the specifications provided.
- 7. I/we furthermore confirm that I/we have satisfied myself/others as to the correctness and validity of my/our tender; that the rates quoted cover all the work/item(s) specified in the tender documents and that the rates cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding rates and calculations will be at my/our risk.
- 8. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
- 9. I/we understand that the Tender Board is not bound to accept the lowest or any particular tender it may receive, and that it or the Employer will not defray any expenses incurred by me/us in tendering.
- 10. If my/our tender is accepted, I/we undertake to sign the *pro forma* contract (Form 22) included in this document within seven (7) days of being called upon to do so by the Employer.
- 11. If my/our tender is accepted, and until the *pro forma* contract (Form 22) is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between me/us and the Employer and shall be deemed for all purposes to be the contract agreement, together with the other documents listed in clause 10 of the General Conditions, in so far as they are applicable.
- 12. I/we undertake to commence the services on the commencement date.
- 13. I/we undertake to provide a suretyship in accordance with the *pro forma* deed of suretyship (Form 21) to the satisfaction of the Employer within fourteen (14) days after my/our tender has been accepted.
- 14. I/we undertake to provide proof of insurance in terms of clause 17 of the General Conditions.
- 15. I/we declare that I/we have \*participated/ not participated\* in the submission of any other offer for the operation of the services described in the attached documents. If in the affirmative state the name(s) of the tenderer(s) involved:  
.....  
.....  
.....

- 16. Are you duly authorised to sign this tender? \*YES/NO
- 17. Has the Declaration of Interest (Form 8) been duly completed and included with the other tender forms/  
\*YES/NO

\* Delete whichever is not applicable

--

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

DATE.....

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

Name of the Tenderer (in block letters) .....

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

Telephone Number(s) .....

Facsimile number(s) .....

Tender number .....

Name of contact person (block letters) .....

Tenderer's tax reference number .....

**NB: ALL TENDERS AND SUPPORTING DOCUMENTS MUST BE SEALED IN AN ENVELOPE CLEARLY  
MARKED WITH:**

**TENDER No.** .....

PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES BETWEEN .....

and must be placed in the tender box at the Office of the Tender Board, situated at

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

Not later than 11.00 on .....

when all tenders will be opened in public and the names of the tenderers shall be read out and the tender amounts disclosed.

### **IMPORTANT CONDITIONS**

1. Failure on the part of the tenderer to sign this Tender Form 1 and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
2. Tenders must be submitted on the official forms.
3. Despite clause 10.3 of the General Conditions, if any of the conditions on this Tender Form 1 are in conflict with any Special Conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions will apply.

..... PROVINCIAL ADMINISTRATION/  
 TRANSPORT AUTHORITY/CORE CITY  
 DIRECTORATE: PUBLIC TRANSPORT  
 TENDER NO. ....

**FORM 2: APPROVAL TO TENDER IN TERMS OF SECTION 31(4) OF  
 THE ROAD TRANSPORTATION ACT, 1977, OR OTHER APPLICABLE LEGISLATION**

The Operating Licence Board/  
 Local Road Transportation Board  
 Private Bag X.....

.....  
 .....  
 Date .....

The Director General: Transport/Chief Executive Officer  
 Directorate: Public Transport

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

Sir

**TENDER NO. ....:THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES  
 BETWEEN:**

An application has been received from .....  
 requesting permission to tender for advertised tenders.

The Operating Licence Board/Local Road Transportation Board has duly considered the application and approval to tender has been granted in terms of section 31(4) of the Road Transportation Act, 1977, or other applicable legislation [if applicable].

Yours faithfully

CHAIRPERSON  
 OPERATING LICENCE BOARD/LOCAL ROAD TRANSPORTATION BOARD

\* *Delete whichever is not applicable*

..... PROVINCIAL ADMINISTRATION/  
 TRANSPORT AUTHORITY/CORE CITY

DIRECTORATE: PUBLIC TRANSPORT

TENDER NO. .....

**FORM 3: CERTIFICATE OF TENDERER'S ATTENDANCE AT THE INFORMATION MEETING**

This is to certify that I, .....  
being the Tenderer/representative of the Tenderer\*, of (address) .....,  
.....  
and with telephone number ..... attended the information meeting held on .. .  
..... (date).

.....  
TENDERER/TENDERER'S REPRESENTATIVE\*

.....  
DATE

CAPACITY OF REPRESENTATIVE: .....

CONFIRMATION OF ATTENDANCE:

.....  
for EMPLOYER

.....  
DATE

\* ***Delete whichever is not applicable***

**GAUTENG PROVINCIAL ADMINISTRATION/  
TRANSPORT AUTHORITY/CORE CITY**

**DIRECTORATE: PUBLIC TRANSPORT**

**TENDER NO. ....**

**FORM 9: SCHEDULE OF EXISTING PASSENGER TRANSPORT SERVICES  
OPERATED BY TENDERER**

In the table provided below the Tenderer must provide details of existing passenger transport services operated by him or her, if any.

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

\* *Delete whichever is not applicable*

**GAUTENG PROVINCIAL ADMINISTRATION/  
TRANSPORT AUTHORITY/CORE CITY**

**DIRECTORATE: PUBLIC TRANSPORT  
TENDER NO. ....**

**FORM 10: SCHEDULE OF EXISTING OR PROPOSED VEHICLES**

- Note:**
- 1. All vehicles used must be roadworthy as required by the Road Traffic Act, 1989.
  - 2. Tenderers must only supply details of those vehicles that are intended for use on this contract.
  - 1. Certificates of homologation for all vehicle types to be used during the contract period must be attached to this schedule.
  - 2. A copy of the last vehicle licence issued must be attached to this schedule for vehicles that are currently owned by the Operator.
  - 3. Where vehicles are to be purchased or leased a copy of the vehicle licence and proof that they have been registered in terms of the National Transport Information System (NaTIS) must be produced before the commencement of operation of this tender.
- A. In Table A provided below the Tenderer must provide details of his or her current vehicle fleet to be used on this contract, including spare vehicles.
- B. In Table B provided below the Tenderer must provide details of new or additional vehicles that are to be acquired for this contract.

**TABLE A: CURRENT FLEET TO BE USED ON CONTRACT**

Chassis No.	Name of chassis manufacturer	Type & Model	Type of bus Standard: S Midi : M Train : T	Name of Body Manufacturer	Year of first registration of Chassis	Year of chassis rebuild		Year of chassis Rehabilitation		Engine			Passenger Capacity	
						body	chassis	body	Chassis	Type	kw output	Year Re-con	Seated	Stand-ing

AVERAGE AGE CALCULATION: CHASSIS ..... BODIES .....

**TABLE B: NEW OR ADDITIONAL VEHICLES TO BE ACQUIRED\***

Chassis No.	Name of chassis manufacturer	Type & Model	Type of bus Standard: S Midi : M Train : T	Name of Body Manufacturer	Year of first registration of Chassis	Year of chassis rebuild		Year of chassis Rehabilitation		Engine			Passenger Capacity	
						body	chassis	body	Chassis	Type	kw output	Year Recon	Seated	Stand-ing

AVERAGE AGE CALCULATION: CHASSIS ..... BODIES .....

\* Copies of contracts to be provided if requested

## GAUTENG PROVINCIAL ADMINISTRATION/TRANSPORT AUTHORITY/CORE CITY

## DIRECTORATE: PUBLIC TRANSPORT

TENDER NO. ....

**FORM 13 : ESTIMATED INCOME AND EXPENDITURE FOR FIRST TWELVE MONTHS OF CONTRACT**

For evaluation purposes, the tenderer must supply the estimated income and expenditure required by this form for the first year of the contract period to demonstrate the cost structure on which the tender has been based. If such information is not provided the Employer reserves the right not to consider the tender. The information will be treated as confidential.

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	<b>TOTAL</b>
1. PAID KMS 1000km													
2. TOTAL OPERATING REVENUE													
Cash R1000													
MJT R1000													
Scholars R1000													
Kilometre Subsidy R1000													
Contract * R1000													
Special Hire* R1000													
3**. TOTAL EXPENDITURE R1000													
Profit (Loss) 2 minus 3 R1000													

\* Contract and Special Hire revenue is to be included for evaluation purposes only.

\*\* A full disclosure of these costs is to shown on the next page.

**FORM 13 page 2 : ESTIMATED EXPENDITURE FOR FIRST 12 MONTHS OF CONTRACT**

Employee costs are to be calculated from Forms 15 and 18



..... PROVINCIAL ADMINISTRATION/  
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## **DIRECTORATE: PUBLIC TRANSPORT**

**TENDER NO. ....**

## **FORM 14: OPERATING LICENCES OR PERMITS HELD BY TENDERER**

**The tenderer must provide details of operating licences or permits held by him or her in terms of the Act or other applicable legislation, below.**

**GAUTENG. PROVINCIAL ADMINISTRATION/  
TRANSPORT AUTHORITY/CORE CITY**

**DIRECTORATE: PUBLIC TRANSPORT**

**TENDER NO. ....**

**FORM 16: PROPOSED ORGANISATION STRUCTURE**

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

Tenderers must indicate the management organisation structure proposed to manage the contract. Tenderers must state which staff categories will be full time and which will be part time.

..... PROVINCIAL ADMINISTRATION/  
TRANSPORT AUTHORITY/CORE CITY

DIRECTORATE: PUBLIC TRANSPORT

TENDER NO. ....

**FORM 17: SCHEDULE OF EMPLOYEES NEEDED FOR CONTRACT**

<b>BARGAINING UNIT JOB CATEGORIES</b>		
<b>JOB CATEGORY</b>	<b>NUMBER</b>	<b>MINIMUM WAGE*</b>
<b>A. TRAFFIC</b>		
Driving Instructor		
Inspector		
Driver/Conductor, Conductor, OMO		
Ticket Seller, Cashier Mobile, Driver Cashier Mobile		
Light Vehicle Driver, Mobile Driver		
Roster Clerk (Traffic), Traffic Clerk		
Private Hire Clerk, Special Hire Clerk		
Ticket Office Clerk, Cashier, Setright Clerk		
Senior Operations Clerk		
Senior Cashier		
Operations Clerk, Clerk (Traffic)		
Duty Staff Bus Driver		
Operator		
<b>C ADMINISTRATION</b>		
Schedules Clerk, Ticket Clerk, Clerk		
Senior Clerk		
Data Capture Clerk		
Telephonist, Telephonist/Receptionist		
Gate Keeper, Security Guard, Night Watchman		

Messenger		
Typist/Clerk		
Tea Person, Canteen Assistant		
Planning Clerk, Register Clerk		
<b>TOTAL</b>		

**\*NOTE:**

These wages are the minimum that will be paid per month to employees required to operate this tender.

The Tenderer is advised that minimum wages must be in accordance with the latest Main Agreement of the South African Road Passenger Bargaining Council (SARPBAC), (see clause 34 of the General Conditions).

**PROVINCIAL ADMINISTRATION**  
**THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES**  
**BETWEEN ..... AND .....**

**FORM 21: PASSENGER LIABILITY INSURANCE**

The Operator must provide details of its Passenger Liability Insurance, below.

Limit of liability per single claim: R.....

Insurer: .....

Period of Insurance ..... to .....

The Operator must attach a letter or certificate of confirmation of insurance hereto

.....  
OPERATOR/SIGNATORY ON BEHALF  
OF OPERATOR

.....  
DATE