



GAUTENG PROVINCE
ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

DRT: 13/11/2022

**FOR THE PROVISION OF ELECTRONIC MONITORING SERVICES
FOR QUALITY ROAD-BASED SUBSIDISED BUS CONTRACTS
FOR THE PERIOD OF 36 MONTHS IN GAUTENG**



TENDER DOCUMENT

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

AUGUST 2023

**ISSUED BY:
HEAD OF DEPARTMENT
DEPARTMENT OF ROADS AND TRANSPORT
45 COMMISSIONER STREET
JOHANNESBURG**

NAME OF TENDERING ENTITY:

ADDRESS:

TEL NO:..... **FAX NO:**

Email:.....



GAUTENG PROVINCE
DEPARTMENT OF ROADS AND TRANSPORT

DRT 13/11/2022
FOR THE PROVISION OF ELECTRONIC MONITORING SERVICES FOR QUALITY ROAD-BASED SUBSIDISED BUS CONTRACTS FOR THE PERIOD OF 36 MONTHS IN GAUTENG

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GAUTENG PROVINCE

DEPARTMENT OF ROADS AND TRANSPORT

DRT 13/11/2022

**FOR THE PROVISION OF MONITORING SERVICES FOR QUALITY ROAD-BASED
SUBSIDISED BUS CONTRACTS FOR THE PERIOD OF 36 MONTHS IN GAUTENG**

PART 0: PREAMBLE

The request for the provision of monitoring services for quality subsidised road-based public transport services is made in line with requirements for a Contracting Authority terms of Section 11(1)(c) xxv of the National Land Transport Act (Act 5 of 2009). In terms of the Act, a Contracting Authority (CA) is required to exercise control over service delivery through setting of operational and technical standards and monitoring compliance therewith, and the monitoring of contracts and concessions. The tender documents, including the rules of tender, are prepared in terms of the Model Tender and Contract Documents for Public Transport Services published in the Government Gazette No. 36524 on 5 June 2013. Bidders are therefore requested to fully familiarise themselves with these gazetted Model Tender and Contract Documents.

In line with the Model Tender and Contract Documents for Public Transport Services, the CA may appoint an independent Supervision and Monitoring Firm (SMF) which shall—

- Administer and supervise the contract to ensure contract compliance;
- Monitor the operation of the services according to an approved monitoring strategy;
- Impose penalties for non-compliance where necessary and calculate performance values;
- Arrange and chair weekly penalty meetings and monthly contract meetings;
- Arrange and chair meetings (other than monthly contract meetings) with the Operator;
- Verify and certify the Operator's payment certificates;
- Measure the Operator's performance against KPI benchmarks;
- Identify and assist the CA and Operator with routing and scheduling problems when necessary;
- Where appropriate, adjust services;
- Report any unusual events to the contract manager appointed by the Operator as soon as it becomes aware of them; and
- Execute any other functions allocated by the CA.

The SMF will conduct monitoring on routes and at termini, ranks and intermediate monitoring points. The SMF must also undertake technical inspections on vehicles through suitably qualified staff at the depot(s) on a weekly basis in order to identify defects using appropriate standards. The weekly technical vehicle inspections will also entail an inspection of the Operator's maintenance records and procedures and its vehicle pass rate for roadworthy certificates.

For successful bidder, all the SMF reports to be submitted to the CA will be in the format specified by the CA.

The SMF must have the skills and resources to adequately perform the above functions in the interest of the CA.

TENDER NOTICE AND INVITATION TO TENDER

THE GAUTENG PROVINCE, DEPARTMENT OF ROADS AND TRANSPORT REQUESTS INTERESTED TENDERERS TO BID FOR THE FOLLOWING TENDER

TENDER NUMBER	SERVICE	COMPULSORY BRIEFING	CLOSING DATE																												
DRT 13/11/2022	Provision of electronic monitoring services for quality road-based subsidized bus contracts in Gauteng for the period of 36 Months:	Venue: Gauteng Department of Roads & Transport, 1215 Nico Smith Street (previous Michael Brink Street), Koedoespoort Date: 07 September 2023 Time: 11H00 am Failure to attend site briefing will render the tenderer disqualified	Date: 22 September 2023 Time: 11H00 am Tender Box Gauteng Department of Roads & Transport, Ground Floor, Life Centre Building 45 Commissioner Street, Johannesburg																												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">AREA: CITY OF TSHWANE</th> <th style="width: 15%;">Contract Number</th> <th style="width: 20%;">Number Of Routes</th> <th style="width: 40%;">Current No Of Buses</th> </tr> </thead> <tbody> <tr> <td>Hammanskraal</td> <td>DRT 01</td> <td>456</td> <td>285</td> </tr> <tr> <td>Soshanguve</td> <td>DRT 02</td> <td>189</td> <td>250</td> </tr> <tr> <td>Mabopane / Garankuwa</td> <td>DRT 03</td> <td>353</td> <td>238</td> </tr> <tr> <td>Atteridgeville / Mamelodi</td> <td>DRT 04</td> <td>349</td> <td>166</td> </tr> <tr> <td>Moloto Corridor Tshwane/ Mpumalanga</td> <td>DRT 05</td> <td>633</td> <td>665</td> </tr> <tr> <td>TOTALS</td> <td>5 Contracts</td> <td>1980 Routes</td> <td>1604 Buses</td> </tr> </tbody> </table>			AREA: CITY OF TSHWANE	Contract Number	Number Of Routes	Current No Of Buses	Hammanskraal	DRT 01	456	285	Soshanguve	DRT 02	189	250	Mabopane / Garankuwa	DRT 03	353	238	Atteridgeville / Mamelodi	DRT 04	349	166	Moloto Corridor Tshwane/ Mpumalanga	DRT 05	633	665	TOTALS	5 Contracts	1980 Routes	1604 Buses
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The Gauteng Department of Roads and Transport adhere to all relevant Acts including but not limited to, the Constitution of the Republic of South Africa of 1996, the Black Economic Empowerment Act No.53 of 2003, Preferential Procurement Policy Framework Act No.5 of 2000, Employment Equity Act No. 55 of 1998 and the Public Finance Management Act No 1 of 1999.

Gauteng Department of Roads and Transport will apply the 80/20 preference point system in terms of the Preferential Procurement Regulations of 2022. *01 September 2023*

The principle of the “work-spread model” will be implemented as follows at the tender evaluation:

(Bidders must complete Page: Schedule of recently completed and current contracts in the Department)

- A bidder will be disqualified prior to any tender pre-qualification.

assessment:

- if the bidder has three (3) or more contracts that are currently in progress or have not been certified as practically complete at the time of tender closure with the Department; or
- If the bidder has contract/s that amounts to more than R250 million which have a contractual remaining period of more than 12 months with the Department that are currently in progress or have not been certified as practically complete at the time of tender closure.

OBJECTIVE CRITERIA:

1. The Department will apply their work spread model as objective criteria to multiple tenderers, irrespective of highest total number of points scored, which comprises the following:
 - 1.1 A tenderer will not be awarded more than two (2) bills of quantity (contracts).
The tenderer scoring the highest points for more than two (2) bills of quantity (contracts), will be limited to the two (2) highest Rand value bills of quantity (contracts), at the time of award.
 - 1.2 The remaining bills of quantity will be awarded to the qualifying tenderers scoring the highest points.
 - 1.3 In the event that there are insufficient qualifying bidders for the remaining bills of quantity, the Department reserves the right to award more than two (2) bills of quantity (contracts) to a qualifying tenderer, provided that the tenderer submitted a price proposal for the applicable bill of quantity (contract).

COMPULSORY/MANDATORY TENDER REQUIREMENTS

BIDDERS WHO DO NOT MEET THE COMPULSORY/MANDATORY TENDER REQUIREMENTS CRITERIA BELOW, WILL BE DISQUALIFIED AND WILL NOT BE CONSIDERED FURTHER IN THE EVALUATION PROCESS:

1. Fully Complete and signed SBD forms, SBD 4 and SBD 6.1, which form part of the tender document must be submitted.
2. Bidders must attend the compulsory site briefing as indicated above:
 - The attendance register must be completed and will be used as proof of your attendance.
 - Tenderers that do not attend the compulsory pre-bid meeting/ site meeting will be disqualified. The representative attending the compulsory pre-bid meeting / site briefing may only attend on behalf of one bidding enterprise and/or Joint Venture/Consortium/Trust.
3. In the case of joint ventures and consortia, a detailed signed agreement must be attached as part of the submitted tender document. They must specify on the agreement what each party is entitled.
4. Two key personnel:
 - 4.1. Technical Leader:** Submit a valid certified copy of at least a degree qualification in Transport Management/or Roads Transport Management.
 - 4.2. Project Manager:** Submit a valid certified copy of at least a degree qualification in Transport Management/or Roads Transport Management.

OTHER KEY RETURNABLES:

- Tax compliance status pin (A consortium or joint ventures (Including unincorporated consortia) must submit a consolidated Tax status pin of each partner in the consortium or joint ventures (Including unincorporated consortia).

- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC)
OR Master of the High Court in South Africa
- Certified ID copies of company members and shareholders.
- CSD summary report or MAAA number

FUNCTIONALITY

Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The evaluation criteria to score bidders on functionality are as follows:

Functional area	Description	Points	
Company Experience in bus monitoring (Completed bus monitoring services with reference letter) The valid reference letter should be on a client's letterhead. It should include description/ scope of service, duration of contract, contact person details and signed by the client. NB. Failure to submit a valid reference letter(s) with respect to the successful execution of bus monitoring services will result in a bidder getting 0 points.	3 or more Bus monitoring services projects completed (Submit signed reference letters with contactable references)	30	
	2 Bus monitoring services projects completed (Submit signed reference letters with contactable references)	20	
	1 Bus monitoring service projects completed (Submit a signed reference letter with contactable references)	10	
	No bus monitoring service provided before.	0	
Professional composition of leadership team SUBMIT COMPANY ORGANOGRAM / LIST WITH KEY PERSONNEL CV'S Project Manager, Technical Leader and Contract Manager must be clearly indicated on the organogram/list and CV's clearly marked. NB: One person cannot be both a project manager and technical manager.	Project Manager: Must be in the employment of the company for the duration of the project and experience will be assessed as follows: 5 years or more experience in bus monitoring	20	
	4 years but less the 5 years' experience in bus monitoring.	16	
	3 years but less than 4 years' experience in bus monitoring	12	
	2 years but less than 3 years' experience in bus monitoring	8	
	1 year but less than 2 years' experience in bus monitoring.	4	
	No experience in bus monitoring	0	
	Technical Leader: Must be in the employment of the company for the duration of the project and experience will be assessed as follows: 5 years or more experience in bus monitoring	20	
	4 years but less than 5 years' experience in bus monitoring.	16	
	3 years but less than 4 years' experience in bus monitoring	12	
	2 years but less than 3 years' experience in bus monitoring	8	
	1 year but less than 2 years' experience in bus monitoring.	4	
	No experience in bus monitoring	0	
	Contract Manager: Must possess Contract Management skills and attach certified bachelor's degree in a business or financial management field, i.e., business law or business administration. Must be in the employment of the		

	company for the duration of the project and experience will be assessed as follows	
	5 years or more experience in Contract Management	10
	4 years but less than 5 years' experience in Contract Management	8
	3 years but less than 4 years' experience in Contract Management	6
	2 years but less than 3 years' experience in Contract Management	4
	1 year but less than 2 years' experience in Contract Management	2
	No experience in Contract Management	0
Functional area	Description	Points
Technical proposal: Tenderer must submit a technical proposal on how monitoring operations will ensure achievement of the following operational requirements:	Accuracy of monitoring reports	Poor = 1 Fair = 2 Good = 3 Excellent= 4
	Efficiency of monitoring method	Poor = 1 Fair = 2 Good = 3 Excellent= 4
	Monitoring of 100% of scheduled trips per month	Poor = 1 Fair = 2 Good = 3 Excellent= 4
	Delivery of the required weekly, monthly, and annual reports on time	Poor = 1 Fair = 2 Good = 3 Excellent= 4
	Compliance to the standard reporting of the Department	Poor = 1 Fair = 2 Good = 3 Excellent= 4
	No Technical Proposal Submitted	0

INTERVIEWS OF PROSPECTIVE BIDDERS

Interviews will be scored out of 100 points and the minimum threshold to qualify is 60 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation.

The Department will invite prospective bidders to a review panel at which the prospective bidders are expected to deliver a presentation relating to their bid submissions. The bidder is required to demonstrate practically by means of a presentation on how the electronic monitoring system is capable of monitoring 100% of all trips as per the approved timetable. The review panel will serve the purpose of satisfying itself about the authenticity of the submissions. The bids will be subjected to evaluation criteria contained in the table below, where the bidder would need to obtain a minimum threshold of **60 points**. Bidders who fail to meet the minimum threshold will not be considered for further evaluation.

Presentation contents	Description	Overall points
Electronic Monitoring System	<p>The bidder must be able to explain how the electronic monitoring system comply with relevant IT infrastructure/ IT quality management system as explained below:</p> <p>Poor: The bidder demonstrated lack of understanding on relevant IT infrastructure required for electronic monitoring system</p> <p>Fair: The bidder demonstrated a minimal understanding on the relevant IT infrastructure required for the monitoring system</p> <p>Good: The bidder demonstrated a least satisfying understanding of the IT infrastructure required for the monitoring system</p>	<p>Poor = 2 Fair = 4 Good =6 Excellent=8</p>

	<p>Excellent: The bidder exceptionally demonstrated high level of required IT infrastructure for electronic monitoring system as per specifications</p>	
	<p>The bidder must bring their fleet tracking system and demonstrate the capability of the system that will be deployed, including how the tracking system will comply with Department's reporting systems:</p> <p>Poor: The bidder demonstrated lack of fleet tracking system on electronic monitoring system Fair: The bidder demonstrated minimal understanding of the required fleet tracking system of the monitoring system Good: The bidder demonstrated a least satisfying understanding of the required fleet tracking system on the monitoring system Excellent: The bidder exceptionally demonstrated high level of electronic monitoring system as per specifications</p>	<p>Poor = 5 Fair = 10 Good =15 Excellent=20</p>
	<p>The bidder must demonstrate the system's capability for delivery of the required daily, weekly, monthly, and annual reports:</p> <p>Poor: The bidder demonstrated lack of capability to deliver on electronic monitoring system Fair: The bidder demonstrated minimal capability to deliver as required of the monitoring system Good: The bidder demonstrated a least satisfying level of capability to deliver on the monitoring system Excellent: The bidder exceptionally demonstrated high level of capability in terms of delivery requirements on the electronic monitoring system as per specifications</p>	<p>Poor = 5 Fair = 10 Good =15 Excellent=20</p>
	<p>The bidder that is not able to comply with the above-mentioned criteria will be awarded (Zero points)</p>	0
Quality Of Service	<p>The bidder to demonstrate 100% network coverage of the system and a clear contingency plan put in place to mitigate loss of network coverage where applicable as explained below:</p> <p>Poor: The bidder demonstrated lack of clear network coverage on electronic monitoring system Fair: The bidder has minimal understanding on the network coverage of the monitoring system Good: The bidder demonstrated a least satisfying understanding network coverage of the monitoring system Excellent: The bidder exceptionally demonstrated high level of electronic monitoring system in terms of network coverage</p>	<p>Poor = 5 Fair = 10 Good =15 Excellent=20</p>
	<p>The bidder must demonstrate the system's compliance to the departmental reporting requirements such as shifts and trips operated on time and from point to point daily:</p> <p>Poor: The bidder demonstrated lack of compliance on electronic monitoring system Fair: The bidder has minimal understanding on the compliance of the monitoring system Good: The bidder demonstrated a least satisfying compliance of the monitoring system Excellent: The bidder demonstrated high level of compliance on electronic monitoring system</p>	<p>Poor = 4 Fair = 8 Good =12 Excellent=16</p>
	<p>The bidder must explain how the system is able to promote better interaction with public transport users to maximize customer satisfaction:</p> <p>Poor: The bidder demonstrated no interface with commuters on electronic monitoring system Fair: The bidder demonstrated minimal level of interface with the commuters Good: The bidder demonstrated a least satisfying understanding of the monitoring system Excellent: The bidder exceptionally demonstrated high level of electronic monitoring system as per specifications</p>	<p>Poor = 4 Fair = 8 Good =12 Excellent=16</p>
	<p>The bidder that is not able to comply with the above-mentioned criteria will be awarded (Zero points)</p>	0
	TOTAL SCORE	100

PREFERENCE POINT SYSTEM EVALUATION:

The Department will apply the 80/20 preference point system in accordance with Regulation 5 of the Preferential Procurement Regulations, 2022 (as published in the Government Gazette No. 47452 on 04 November 2022), effective from 16 January 2023.

The points will be allocated as follows:

AREA POINTS	POINTS
Price	80
Specific Goals (refer to requirements below)	20
Total points for Price and Preference Points	100

Specific Goals Requirements:

To qualify for Specific Goal points, Bidders must provide evidence of ownership of 51% or more per the specified Historically Disadvantaged Individuals (HDI) categories. Bidders must submit verifiable documentation as proof to claim the Preference Points.

Bidders who fail to submit valid B-BBEE credentials will forfeit their preference points.

SPECIFIC GOALS	PROOF OF EVIDENCE	POINTS (20)
HDI	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% black ownership to claim points.	1
Woman	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by women to claim points.	7
Youth	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by youth and copies of Identity Documents for Directors to claim points.	5
Disability	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points	3
Bidder must be located within Gauteng Province	The bidder must submit a copy of a municipal rates & taxes invoice or statement not older than three (3) months in the name of the Bidder or director's property or proof of lease agreement in the name of the Lessee signed by both parties. In case if the company operates at the director's property, bidder must submit a copy of a signed lease agreement in the name of the Lessee e.g. Director or Shareholder	2
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit to claim points	2

Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claimed for Specific Goals.

- Valid B-BBEE Certificate issued by a SANAS accredited agency.
- Bidders qualifying as EME/QSE must submit a valid Sworn Affidavit (DTIC - format) or a B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit.

NB! Sworn affidavits must be original or certified as a true copy of the original and be signed by the deponent and attested to by a Commissioner of Oaths

- A Trust, Consortium or Joint Venture (JV) must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency. No sworn affidavit will be accepted for a Consortium or JV.
- The Department is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the SBD 6.1.

NB: The submission of a fraudulent B-BBEE credentials will result in the bidder being disqualified and criminal proceedings being instituted against the bidder. The bidder, the shareholders and / or directors will further be restricted from doing business with any organ of the state for a maximum period of 10 years

Bidders should note the following:

- Functionality will be scored out of 100 points.
- Where the proposed prices of critical materials to be supplied to the Department are considerably less than the expected market price or rates, the Department reserves the right to verify the proposed prices by requesting quotations from the supplier(s) cited in the compilation of the bid.
- Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is ninety (90) days (excluding public holidays). However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into a formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.
- Tenderers who are listed in the National Treasury's register of defaulters and restricted suppliers will be disqualified.

NB: Potential suppliers must note that in terms of departmental policy, the Department reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.

Correspondence

- For the availability of the bid document and technical specification enquiries contact Supply Chain Management (SCM) on the following e-mail @ drt.scmbidadmin@gauteng.gov.za
- Closing date for enquires: **15 September 2023**.
- Bidders to expect responses within 7 days prior to the closing date.
- Bidders are not allowed to initiate communication with the Department after the closing date.
- Bidders must regularly check, ePortal and Departmental Websites for publication of responses and other communication.

Tender Documents

A non-refundable amount of R500 (Five hundred Rand) will be levied per tender document. This amount is payable in cash or debit card between 09h00 and 15h00 at our Finance Section of the Gauteng Department of Roads and Transport, **located at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg**

Tender documents will be available for collection by prospective bidders upon presentation of the appropriate proof of payment to the Department. **These documents can be collected at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg between 09h00 and 15h00.** Tender documents will be available from the: **01 September 2023**.

OR Alternatively

Prospective bidders can download and print their own version of the tender document at no cost (free of charge) by accessing the e-Tender Publication Portal website (www.etenders.gov.za). Bidders are advised to ensure that all bid documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Bid Document may result in the bidder either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

Bid Submission

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

Telegraphic, telephone, telex, facsimile, emails of bids and late bids will **NOT** be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid documents.

The Department reserves the right to cancel **OR** not to award this tender to any party.

Clearly numbered Bid Documents together with all applicable attachments must be deposited in the tender box at the foyer at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg, by no later than 11h00 on the closing date indicated above.



GAUTENG PROVINCE
DEPARTMENT OF ROADS AND TRANSPORT

TENDER No.: DRT 13/11/2022

THE PROVISION OF ELECTRONIC MONITORING SERVICES FOR QUALITY ROAD-BASED SUBSIDISED BUS CONTRACTS FOR THE PERIOD OF 36 MONTHS IN GAUTENG

1.1 RULES OF TENDER FOR ELECTRONIC MONITORING SERVICES FOR QUALITY ROAD- BASED SUBSIDISED BUS CONTRACTS FOR THE PERIOD OF 36 MONTHS IN GAUTENG

(These rules of tender are to be read together with the Model Tender and Contract Documents (net-based) published in Government Gazette No. 36524 on 5 June 2013)

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29. Signing of contract

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

- (a) consists of two sections connected to form a unit;
- (b) can swivel in a horizontal plane at the connection between such sections;
- (c) is designed or adapted solely or principally for the conveyance of the driver and at least 100 other persons; and

has a continuous passageway over the length thereof;

"CA" means contracting authority;

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

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

"contract" or **"this contract"** means the contract between the CA and the Operator resulting from the acceptance of the tenderer's tender by the CA, including the Schedules;

"contracting authority" means—

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

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

"clause" means a clause of these terms and conditions of this contract;

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

"date of first registration" means in relation to a vehicle the date of first registration—

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

"Technical leader" means the person appointed as such by the CA, or by the Supervising and Monitoring Firm (SMF) with the written consent of the CA, to perform the functions of Technical Leader as set out in this contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"month" means a calendar month;

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

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

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

“OEM” means the original equipment manufacturer;

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

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

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

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

- (a) an analysis of trips not operated, trips cancelled and trips operated late and early;
- (b) an analysis of revenue kilometers completed;
- (c) an analysis of kilometers operated for dedicated scholar services;
- (d) an analysis of the condition of vehicles operated and inspected and details of vehicles found not to be contract compliant;
- (e) an analysis of the actual availability of vehicles for scheduled services;
- (f) an analysis of the passengers transported subdivided as required by the CA;
- (g) an analysis of cash and MJT tickets cancelled;

(h) details of complaints received; and

(i) any other information required by the CA, which report must be in the form required by the CA and which enables the CA to measure the Operator's performance against any applicable performance benchmarks;

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

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

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

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

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

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

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

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

- (a) from a depot to the starting point of a scheduled trip;
 - (b) from the end of a scheduled trip to a depot; or
 - (c) from the end of a scheduled trip to the starting point of the next scheduled trip;
- for which the Operator is not entitled to be compensated in terms of this contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"trip" means the operation of a vehicle, carrying fare paying passengers, travelling in a single direction on a route as set out in the authorised time table, including any variations approved by the CA or Representative in writing in terms of clause 16;

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

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

"vehicle" means a public transport vehicle; and

"waybill" means a document provided by the Operator that details duty, route and trip details (including details of passengers carried and tickets issued and cancelled per trip and revenue collected) as shown in Form 24.

2. TENDER NOTICES

Notices inviting tenders will be published in the Provincial Tender Bulletin or any other media deemed appropriate by the CA.

3. CHARGE FOR DOCUMENTS

A charge as specified in the Tender Bulletin, as appropriate, may be levied on collection of tender documents.

4. APPLICATION OF THESE TENDER RULES

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

5. AGENT

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

6. VALIDITY PERIOD

The period for which tenders are to remain valid and binding is indicated in the tender notice and is calculated from the time the tender closes. Tenders are to remain in force and binding until the close of business on the last day of the period calculated, and if this day falls on a Saturday, Sunday or official public holiday, the tender must remain valid and binding until the close of business on the following working day, unless the Contracting Authority (CA) informs the tenderer in writing before this time that his tender is no longer valid. The CA may extend the period for which the tender is to remain valid for a further 30 days on written notice to the tenderer.

7. DOCUMENTS THAT MUST ACCOMPANY THE TENDER

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

- (a) A valid, tax status pin, and in the case of a consortium or joint venture, such a certificate in respect of each party to such consortium, issued by the South African Receiver of Revenue (SARS).
- (b) Where applicable, duly completed and signed undertakings/declarations/certificates in the form set out in the applicable tender forms provided. In the case of Form 19 "Declaration of Financial Support by Owner", every firm or entity that exercises ownership control over the tenderer

must complete the form. In the case of doubt, the tenderer must ask the CA for written confirmation that completion thereof is or is not required.

- (c) All tenderers must complete the affidavit in Form 8 regarding previous convictions for offences (if any) committed by the tenderer or any of its directors, members, trustees or office bearers.
- (d) All tenderers must attach a valid Verification Certificate from an accredited or recognised verification agency confirming their BBBEE status and the BBBEE contribution level of the tenderer with the BBBEE Act and Codes of Good Practice.
- (e) Submit a sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of Oaths in line with the justices of the Peace and Commissioners of Oaths Act No. 16 of 1963.
- (f) Technical proposal

Tenderer must submit a technical proposal on how monitoring operations will ensure the achievement of the following operational requirements:

- (i) Accuracy of monitoring reports: clearly indicating human resources allocated to quality control and their experience in quality control; organizational past experience in quality control of monitoring reports and how the tenderer will improve on past practices; and time and budget allocated to quality control.
- (ii) Efficiency of monitoring method, clearly comparing alternative monitoring methods and showing that the chosen method delivers the required outputs at minimum cost and turnaround times.
- (iii) Clearly showing how Monitoring 100% of scheduled trips per month will be planned and executed
- (iv) Clearly showing organizational controls in the tenderer's organization to deliver the required weekly, monthly, and annual reports on time
- (v) Clearly showing internal controls in the tenderer's organisation to comply with the standard reporting requirements of the Department contained in the model tender and contract documents.

8. UNDERTAKING

By submitting a tender, the tenderer confirms that the tenderer is not a public transport operator with an operating licence from any Provincial Regulatory Entity/Operating Licensing Board, and undertakes to submit to the relevant Provincial Regulatory Entity/Operating Licensing Board for cancellation or amendment, as the case may be, all operating licences and permits that authorise the tenderer's public transport services.

9. DUTIES OF TENDERERS

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

- 9.2 For a recommended bidder, a CA will arrange an information meeting, attendance at which is compulsory. A service area inspection will be held after the information meeting, attendance of which is not compulsory. Attendance at all other meetings of tenderers is compulsory. Notice of such meetings will be given to all persons who have collected tender documents.
- 9.3 If any meeting with tenderers arranged by the CA, except the service area inspection, have not been attended by the tenderer himself or herself, or by an authorised representative of the tenderer who must be—
- (a) suitably qualified to comprehend the implications of the services to be provided; and
 - (b) in the direct employ of the tenderer; or
 - (c) a consultant or agent commissioned by the tenderer,
- this will disqualify the tenderer.
- 9.4 Minutes of the information meeting will be issued to tenderers as part of the addenda. Questions asked at such meeting and inspection will be minuted and replied to in addenda. Only replies minuted in such addenda will be binding on the CA.

10. DATA AND OTHER STATISTICS

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

11. INFORMATION

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

12. COSTS AND LOSSES INCURRED BY THE TENDERER

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

13. TENDER ALL INCLUSIVE

- 13.1 The tenderer must before tendering satisfy itself as to the correctness and sufficiency of the tender and of the rates stated in Form 12 of the Tender Forms. Such rates shall, except as otherwise provided, cover all of the tenderer's obligations under the contract.
- 13.2 The tenderer must allow in the tender for full compensation for all general preliminaries, all expenses incurred in complying with the contract and its specifications, equipment installation, equipment reinstallation, equipment upgrades, software upgrades, and all other costs, 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 contracted public transport services may be varied during the contract period under clause 16 of the Conditions of Contract, which could lead to an increase or decrease of monthly revenue kilometres. Tenderers are advised that the contracted services may be rationalized and/or restructured and that routes, time tables, passenger numbers etc. may not necessarily be the same as those operated by previous operators in the service area. The tendered rates are intended to compensate the tenderer fully for all costs and expenses and no claims of whatever nature will be entertained. Tendered rates will be fixed for the contract period.
- 13.3 The tenderer must allow in the tender for increases and decreases in scheduled kilometres, for example due to changes in demand and seasonal factors and for reduced services during holiday periods, as contemplated in clauses 13.3 and 16 of the Conditions of Contract, as well as any other factors which the tenderer may consider relevant.
- 13.4 Tenderers are advised to take cognisance of the implications for their current and future labour forces of the length of the contract period, subject to clause 3 of the Conditions of Contract.

14. TENDER QUALIFICATION

Tenders must be submitted strictly in accordance with the tender documents.

15. ALTERNATIVE TENDERS

- 15.1 No alternative tender will be considered unless a tender without any qualifications and strictly on the basis of the tender documents, is also submitted.

16. COMBINATIONS OF TENDERS

Tenderers may tender for the combination of two or more contracts where such combinations could result in the combined tender amount being reduced. In the case of a combination the savings to the CA will be in the form of reduced contract rates.

17. COMPLETION AND SIGNING OF TENDER FORMS

- 17.1 All appropriate tender documents 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.
- 17.2 The tender must be signed by a duly authorised person. A tender submitted by a partnership must be accompanied by a written partnership agreement.
- 17.3 A tender submitted by a consortium of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium in which is defined precisely the conditions under which the consortium will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several parties forming the consortium, the benefits that will accrue to each party and any other information necessary to permit a full appraisal of its functioning. In the contract documents the term "consortium" is intended to have the specific meaning of a form of partnership involving mainly companies or other legal persons, which will each be jointly and severally liable to the CA. loose business arrangements will not be considered. Within 10 days after the contract is awarded, a final signed consortium agreement must be submitted to the CA, failing which the contract may be terminated. Such agreement shall be subject to the approval of the CA, who may likewise terminate the contract if the agreement is rejected and not amended to the satisfaction of the CA.
- 17.4 If all tender forms are not fully and properly completed, signed, witnessed and initialled the tender shall be void unless otherwise decided by the CA.
- 17.5 When a combined tender is submitted, a full set of tender forms for each combination is required, and each page must be clearly marked "Tender no. ... in combination with Tender no. ...".

18. ALTERATIONS TO TENDER DOCUMENTS

No unauthorised alteration or addition may 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 CA.

19. TENDER WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING OF TENDER

A tenderer may withdraw, modify or correct its tender after it has been delivered, provided that the request for such withdrawal, modification or correction together with full details of such modification or correction is received at the address given for submission of tenders, in writing either by hand or mail, before the closing time and date

set for the receipt of tenders. The original tender as amended by such written communication will be considered as the tenderer's offer.

20. SUBMISSION AND CLOSING OF TENDERS

- 20.1 All the Tender Forms with all supporting documents must be submitted to the CA strictly in accordance with these Tender Rules and the instructions given in the official tender notice published in the Tender Bulletin. Tenderers must check the numbers of the pages and satisfy themselves that none are missing or duplicated. The CA will not be liable in respect of claims arising from the fact that pages are missing or duplicated.
- 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.
- 20.3 All tenders received will be kept unopened and in safe custody. If a tender is received in an open envelope, the envelope will be sealed. If a tender is received without the relevant information on the envelope, the envelope will be opened and the information ascertained and written on the envelope, thereafter the envelope will be resealed.
- 20.4 Tenders close at the date and time specified in the tender advertisement.
- 20.5 The CA may consider an extension of the closing date should circumstance justify it. It will normally only be extended if there is sufficient time to publish an amending notification before the original closing date.
- 20.6 No tenders forwarded by telegram, facsimile (fax), e-mail or similar methods shall be considered. However, photostat copies of tenders which are lodged in the prescribed manner and in which the relevant forms are signed in black ink after being copied, will be accepted as valid tenders. The tender forms must not be retyped or redrafted except in the case of an alternative tender where a separate tender must be submitted.

21. OPENING OF TENDERS

- 21.1 Tenders will be opened in terms of the provincial policy on open tenders.

22. TENDER WITHDRAWAL OR MODIFICATION AFTER CLOSING OF TENDERS

- 22.1 Except as provided in these rules no tenderer may withdraw, modify or amend its tender after the date and time set for the closing of tenders.
- 22.2 The CA may, but is not obliged, to correct arithmetical errors in the tender and thus adjust the tender amount. The tenderer will be informed of the effect of any corrections on the tender amount prior to the acceptance of the tender.
- 22.3 If there are tendered rates or coefficients which are in the opinion of the CA excessively low or high or not in proper balance with other rates, the CA may ask the tenderer for clarification and/or to amend such tendered rates or coefficients. Such excessively low or high rates or coefficients or imbalances may prejudice the tender. Any amendment

of such rates shall be done without altering the tender amount. Should the tenderer fail to clarify or amend the tender in a manner acceptable to the CA, or at all, this may prejudice the tender.

- 22.4 Should a tenderer withdraw its tender after the closing time of tenders and within the period for which it has agreed that the tender shall remain open for acceptance, or fail to sign the contract when called upon to do so, the CA may without prejudice to its other rights, agree to the withdrawal of such tender or cancel the contract that may have been concluded between the tenderer and the CA and such tenderer must then pay to the CA any additional expense incurred by the CA or State 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 CA or State may also recover such additional expenditure by set-off against moneys which may be due or become due to such tenderer or on its behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure may retain such moneys, guarantee or deposit as security for any loss the CA or State may sustain by reason of the default.
- 22.5 Tenderers should note that should their tender be accepted and should they be unwilling or unable to commence the services on the commencement date due to circumstances that are within their control, and the CA decides to make alternative arrangements without cancelling the contract, they will be held liable for all attendant costs and damages.
- 22.6 When in circumstances contemplated in rule 22.4 the CA does not deem it desirable to invite fresh tenders, the CA may in its discretion accept another tender from those already received.

23. EVALUATION OF TENDERER

- 23.1 The CA has the right to evaluate the tenderer fully in terms of its ability to perform the contract and the tenderer must assist the CA in all reasonable ways requested by the CA in this regard.
- 23.2 As part of the evaluation process the CA may inspect the tenderer's premises and facilities (including workshops and depots), as well as public transport vehicles to be used for the tender by means of which the tenderer proposes to provide the services. The tenderer must give full co-operation in this regard.
- 23.3 The CA may appoint a firm of chartered accountants or other consultants to report on the financial resources of any tenderer or any other relevant aspects, either at the time of evaluating the tender or after the awarding of the contract. The tenderer must provide all reasonable assistance in such an investigation. The CA shall have full access of the system as and when needed.
- 23.4 The tenderer shall ensure the annual audit of all tracking devices installed in vehicles and provide reports thereof to the CA.

24. DISQUALIFICATION OF TENDERERS

- 24.1 The CA may reject a tender from a person, firm or corporation who has committed an act contemplated in clause 47.3(d) to (l) of the Conditions of Contract in respect of this or a previous tender or contract, or a tender from a person, firm or corporation that is or

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was a shareholder, member or director of such a first-mentioned firm or corporation.

- 24.2 Any restriction imposed upon any person, firm or corporation may, for the purpose of these rules, be applied to any other undertaking with which such person, firm or corporation is associated. The expression "person, firm or corporation" includes an authorised employee or agent of such person, firm or corporation.
- 24.3 The CA may take into account any decision of any departmental procurement structures of a municipality, province or national state department or other organ of state with regard to the restriction of a tenderer in the evaluation process.
- 24.4 Decisions of the CA to disqualify any person, firm or corporation in terms of rules 24.1 to 24.3 and any revocation or variation of such decisions may be communicated by the CA to the departmental procurement structures of any other organ of state.

25. DISQUALIFICATION OF TENDER

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

26. TENDER ACCEPTANCE

- 26.1 All tenders duly submitted and accepted as valid tenders, will be taken into consideration by the CA unless these rules provide otherwise.
- 26.2 The CA will notify the successful tenderer by telefax or e-mail, and post of the fact that its tender has been accepted. In this regard the Post Office shall be regarded as the tenderer's agent, and delivery of such acceptance to the Post Office shall be treated as delivery to the tenderer. Any time period stipulated in this contract which is to be calculated from the time of the said notice must be calculated from the date of faxing, e-mailing or posting of such notice, as the case may be.
- 26.3 Once the tenderer has been advised in writing of the acceptance of its tender, the contract, as defined in the Conditions of Contract, will come into being, subject to the provisions in the various contract documents relating to, among other things, amendment or cancellation and any conditions stipulated in the letter of acceptance. After acceptance of a tender the successful tenderer will be called "SMF" in the contract document.

27. OWNERSHIP AND CONFIDENTIAL NATURE OF DOCUMENTS

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

28. ADDITIONAL QUALIFICATION FOR TENDERER

- 28.1 All tenderers will be measured in terms of their overall performance on all elements of BBBEE as per BBBEE Scorecard contained in the BBBEE Codes of Good Practice defined in the Conditions of Contract. Based on the overall performance, a tenderer will be given a BEE status and will be recognized at the corresponding BEE recognition level.

28.2 Tenderers must also comply with any other relevant provisions of the Act or abovementioned Regulations.

29. SIGNING OF CONTRACT

29.1 After the acceptance of the tender, the SMF must within seven days of being called upon to do so, sign a contract with the CA. The contract document will be prepared at the expense of the CA. Two contract documents will be signed, one for each Party.

29.2 The fact that the contract document referred to in rule 29.1 has been signed will not derogate from the provisions of rule 26.3 which provides that a binding contract will come into being as soon as the tenderer has been advised in writing that its tender has been accepted.



GAUTENG PROVINCE
DEPARTMENT OF ROADS AND TRANSPORT

TENDER No.: DRT 13/11/2022
FOR THE PROVISION OF ELECTRONIC MONITORING SERVICES FOR QUALITY ROAD-BASED SUBSIDISED BUS CONTRACTS FOR THE PERIOD OF 36 MONTHS IN GAUTENG

PART 2: RETURNABLE DOCUMENTS

2.1 LIST OF RETURNABLE SCHEDULES AND CERTIFICATES

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

DOCUMENT	SCHEDULE/CERTIFICATE DESCRIPTION	REQUIRED ACTION	TICK IF DONE
Form 1	Tenderer's address form for the delivery of addenda	Complete	
Form 2	Certificate of tenderer's attendance at Information Meeting	N/A	
SBD 4:	Declaration of Interest	Complete	
SBD 6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations	Complete	
Form 3	Form of Offer	Complete	
Form 4	Tax Status Pin	Attach	
Form 5	Certificate of authority for signatory in respect of legal persons	Complete	
Form 6	Certificate of non-collusive tender in respect of a single tenderer	Complete	
Form 7	Certificate of authorisation for signatory and declaration of joint and several liabilities in respect of a consortium	Complete	
Form 8	Affidavit regarding previous convictions for offences	Complete	
Form 9	Declaration of interest	N/A	
Form 10	Proposed organisation structure of tenderer	Attach	
Form 11	Schedule of Quantities	Complete	
TS1	B-BBEE Status Level Verification Certificate Or sworn affidavit	Attach	
TS2	Company Registration Documents	Attach	
TS3	ID documents of the principals of the business	Attach	
TS4	Proof Of Registration on the National Centralised Supplier Database (CSD)	Attach	
TS5	Banking details	Complete	



GAUTENG PROVINCE

DEPARTMENT OF ROADS AND TRANSPORT

**TENDER No.: DRT 13/11/2022
FOR THE PROVISION OF MONITORING SERVICES FOR QUALITY ROAD-BASED
SUBSIDISED BUS CONTRACTS FOR THE PERIOD OF 35 MONTHS IN GAUTENG**

2.2 RETURNABLE SCHEDULES AND CERTIFICATES

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

PARTICULARS OF TENDERER:

Name of tenderer:

Address of tenderer:

.....
.....

Name of contact person:

Telephone number:

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

I acknowledge receipt of the following addenda:

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

..... Name

TENDERER/SIGNATORY
ON BEHALF OF TENDERER

.....

DATE

WITNESSES:

1.

Name:

2.

Name:

**FORM 2: 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 CONTRACTING AUTHORITY

.....
DATE

.....
NAME OF SIGNATORY

WITNESSES:

1. Name:

2. Name:

** Delete whichever is not applicable*

3.36
SBD 4

BIDDER'S DISCLOSURE

1. 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.

2. 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**

i. 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**

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.

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 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.
- 3.6 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

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.
Provision of monitoring services for quality road-based subsidised bus contracts in Gauteng Province Returnable documents

3.38

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.

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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:

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

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:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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—
- 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
 - 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)
HDI	1	
Woman	7	
Youth	5	
Disability	3	
Bidder must be located within Gauteng Province	2	
B-BBEE status level contributors from level 1 to 4 which are QSE or EME	2	

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:

FORM 3: FORM OF OFFER

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 Gauteng Provincial Administration 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 :-

DRT 01

R.....
.....(words
)

R..... (in figures)

DRT 02

R.....
.....(words)

R..... (in figures)

DRT 03

R.....
.....(words)

R.....(in figures)

DRT 04

R.....
.....(words)

R.....(in figures)

DRT 05

R.....
.....(words)

R.....(in figures)

DRT 06

R.....
.....(words)

R.....(in figures)

DRT 07

R.....
.....(words)

R.....(in figures)

DRT 08

R.....
.....(words)

R.....(in figures)

2. I/we agree that—

- (a) the offer herein shall remain binding upon me/us and open for acceptance by the Contracting Authority (CA) during the validity period indicated and calculated from the closing time of the tender until or such period for which it may be extended.

- (b) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to sign the contract when called upon to do so, the CA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the CA and I/we will then pay to the CA any additional expense incurred by the CA having either to accept any less 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 CA may also recover such additional expenditure by set-off against moneys which may be due or become due to me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the CA may sustain by reason of my/our default;
 - (c) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as delivery to me/us;
 - (d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that we choose *domicilium citandi et executandi* in the Republic at (full physical address of this place)
.....
3. I/we undertake to give notice in writing of any change of the above *domicilium citandi et executandi* and related particulars, at least fourteen (14) days prior to such new particulars becoming effective.
 4. I/we undertake to acknowledge receipt of all communications from the CA.
 5. I/we acknowledge that any notice given in terms of this tender must be in writing and shall be deemed to have been received by the addressee—
 - (a) on the date of delivery if delivered by hand;
 - (b) on the eighth (8th) day following the date of posting, if posted by pre-paid mail;
 - (c) on the day after dispatch, if sent by courier, telefax, telegram or telex.
 6. I/we have prepared this tender based on the specifications provided.

- 7. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the rates quoted cover all the work/item(s) specified in the tender documents and that the rates cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding rates and calculations will be at my/our risk.
- 8. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

9. AWARD OF CONTRACTS

(1) A contract must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems.

- 10. If my/our tender is accepted, I/we undertake to sign the *pro forma* contract (Form 20) included in this document within seven (7) days of being called upon to do so by the CA.
- 11. If my/our tender is accepted, and until the *pro forma* contract (Form 20) is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between me/us and the CA and shall be deemed for all purposes to be the contract agreement, together with the other documents listed in clause 44 of the Conditions of Contract, insofar as they are applicable.
- 12. I/we undertake to commence the services on the commencement date.
- 13. I/we undertake to provide proof of insurance in terms of clause 25 of the Conditions of Contract.
- 14. I/we declare that I/we have *participated/ not participated* in the submission of any other offer for the operation of the services described in the attached documents. If in the affirmative state, the name(s) of the tenderer(s) involved:

.....

.....

.....

- 15. Are you duly authorised to sign this tender? *YES/NO
- 16. Has the Declaration of Interest (Form 9) been duly completed and included with the other tender forms? *YES/NO

*** Delete whichever is not applicable**

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

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

Name of the Tenderer (in block letters):

Postal address (in block letters):

Telephone Number(s):

Facsimile number(s):

Tender number:

Name of contact person (block letters):

Tenderer's tax reference number:

IMPORTANT CONDITIONS

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

FORM 4: TAX STATUS PIN

Note:

A consortium or joint ventures (Including unincorporated consortia) must submit a consolidated Tax registration pin code OR Tax registration pin code of each partner in the consortium or joint ventures (Including unincorporated consortia).

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

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

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

SIGNED AT ON THIS THE DAY OF 20

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

.....
SIGNATURE

.....
NAME OF SIGNATORY

WITNESSES:

1. Name:

2. Name:

*** Delete whichever is not applicable**

FORM 6: CERTIFICATE OF NON-COLLUSIVE TENDER IN RESPECT OF A SINGLE TENDERER

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

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

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

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

In this certificate, the term—

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

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

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

SIGNED AT ON THIS THE DAY OF20

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

.....
NAME OF SIGNATORY

WITNESSES:

1. Name:

2. Name:

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

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

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

1. with regard to tenders by the consortium to the CA, we bind ourselves or respective corporations, or companies *in solidum* for any indebtedness, obligation or liability which may become due, owing and payable to the CA by the consortium. We undertake immediately to discharge the debt, obligation or liability to the CA on demand. We renounce the *beneficium ordinis seu excussionis et divisionis* and all other legal exceptions that could be raised or pleaded in answer to any claim by the CA, thus allowing the CA to enforce this undertaking against any one or more of us and cause execution to be levied against our assets without any prior or simultaneous action against the consortium or any other of us;
2. we individually indemnify the CA and will immediately pay to the CA on demand the amount of any claim which may be owing by the consortium. We undertake that our liabilities to the CA in terms hereof, shall not be affected by any change in the composition of the consortium from time to time unless the CA has expressly released us therefrom in writing. Any amounts and due dates of any liability, obligations or debt owed by the consortium shall be proved by a certificate signed by any official of the CA;

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

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

SIGNED AT ON THIS THE DAY OF20

SIGNATURES OF ALL PARTIES TO THE CONSORTIUM:

1.

for:

2.

for:

3.

for:

.....

SIGNATORY

WITNESSES:

1. Name:

2. Name:

*** Delete whichever is not applicable**

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

1.

2.

3.

FORM 8: AFFIDAVIT REGARDING PREVIOUS CONVICTIONS FOR OFFENCES

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

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

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

- An offence under the National Land Transport Act 5 of 2009, the National Land Transport Transition Act 22 of 2000 or any other law for operating public transport without the necessary operating licence or permit
.....
- Any offence involving dishonesty or tax evasion
.....
- An offence under the National Road Traffic Act 93 of 1996, the Road Traffic Act 29 of 1989 or other road traffic legislation for which a fine of more than R2000 or imprisonment for more than three months was imposed
.....
- An offence listed in Schedule 1 of the Criminal Procedure Act 51 of 1977.
.....
- Possession of an unlicensed firearm or dangerous weapon as defined in the Dangerous Weapons Act 71 of 1968, or illegal possession of explosives
.....
.....
- A conspiracy, incitement or attempt to commit an offence mentioned above
.....

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

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

.....
Commissioner of Oaths

* ***Delete whichever is not applicable.***

FORM 10: PROPOSED ORGANISATION STRUCTURE OF TENDERER

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

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

FORM 11: SCHEDULE OF QUANTITIES

CITY OF TSHWANE

DRT 01 SCHEDULE OF QUANTITIES: Servicing Hammanskraal areas**SUBSIDISED BUS CONTRACTS: DRT 01**

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	RATE	MONTHLY TOTAL (R)	36 MONTHS TOTAL (R)
11.1	PROJECT MANAGER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
c)	Sleeping over visits (Subsistence)	Number of visits				
d)	Duplicating and printing (A4)	Number of pages				
e)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL A: TOTAL PROJECT MANAGER EXPENSES						
11.2	TECHNICAL LEADER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
SUB-TOTAL B: TOTAL TECHNICAL LEADER EXPENSES						
11.5	ADMINISTRATION, SITE AND MONITORING COSTS					
a)	Salaries					
	i) Electronic monitoring system	Daily operation data information				
	ii) Monitors	Number				
	iii) Clerk	Number				
b)	Travelling expense	Kilometres				

c)	Accommodation and services					
	(i) Office	Month				
	(ii) Housing Allowance	Month				
d)	Communication Costs	Month				
e)	Duplicating and printing (A4)	Number of pages				
f)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL C: TOTAL ADMINISTRATION, SITE AND MONITORING COSTS						
SUB-TOTAL D: (A + B + C)						
SUB-TOTAL E: (VAT 15%)						
TOTAL TENDERED AMOUNT (D+ E) CARRIED TO FORM OF OFFER						

.....

.....

TENDERER/SIGNATORY ON BEHALF OF TENDERER

DATE

CITY OF TSHWANE

DRT 02 SCHEDULE OF QUANTITIES: Servicing Soshanguve area**SUBSIDISED BUS CONTRACTS: DRT 02**

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	RATE	MONTHLY TOTAL (R)	36 MONTHS TOTAL (R)
11.1	PROJECT MANAGER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
c)	Sleeping over visits (Subsistence)	Number of visits				
d)	Duplicating and printing (A4)	Number of pages				
e)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL A: TOTAL PROJECT MANAGER EXPENSES						
11.2	TECHNICAL LEADER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
SUB-TOTAL B: TOTAL TECHNICAL LEADER EXPENSES						
11.5	ADMINISTRATION, SITE AND MONITORING COSTS					
a)	Salaries					
	i) Electronic monitoring system	Daily operation data information				
	ii) Monitors	Number				
	iii) Clerk	Number				
b)	Travelling expense	Kilometres				
c)	Accommodation and services					
	(i) Office	Month				

3.71

	(ii) Housing Allowance	Month				
d)	Communication Costs	Month				
e)	Duplicating and printing (A4)	Number of pages				
f)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL C: TOTAL ADMINISTRATION, SITE AND MONITORING COSTS						
SUB-TOTAL D: (A + B + C)						
SUB-TOTAL E: (VAT 15%)						
TOTAL TENDERED AMOUNT (D+ E) CARRIED TO FORM OF OFFER						

.....

TENDERER/SIGNATORY ON BEHALF OF TENDERER

DATE

***NOTE:**

- 1. The tender amount that the bidder submit in the proposal must include the estimated inflation rate annual escalation for the duration of the contract.**

CITY OF TSHWANE

DRT 03 SCHEDULE OF QUANTITIES: Servicing Mabopane/Garankuwa areas**SUBSIDISED BUS CONTRACTS: DRT 03**

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	RATE	MONTHLY TOTAL (R)	36 MONTHS TOTAL (R)
11.1	PROJECT MANAGER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
c)	Sleeping over visits (Subsistence)	Number of visits				
d)	Duplicating and printing (A4)	Number of pages				
e)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL A: TOTAL PROJECT MANAGER EXPENSES						
11.2	TECHNICAL LEADER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
SUB-TOTAL B: TOTAL TECHNICAL LEADER EXPENSES						
11.5	ADMINISTRATION, SITE AND MONITORING COSTS					
a)	Salaries					
	i) Electronic monitoring system	Daily operation data information				
	ii) Monitors	Number				
	iii) Clerk	Number				
b)	Travelling expense	Kilometres				
c)	Accommodation and services					
	(i) Office	Month				

3.73

	(ii) Housing Allowance	Month				
d)	Communication Costs	Month				
e)	Duplicating and printing (A4)	Number of pages				
f)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL C: TOTAL ADMINISTRATION, SITE AND MONITORING COSTS						
SUB-TOTAL D: (A + B + C)						
SUB-TOTAL E: (VAT 15%)						
TOTAL TENDERED AMOUNT (D+ E) CARRIED TO FORM OF OFFER						

.....

TENDERER/SIGNATORY ON BEHALF OF TENDERER DATE

***NOTE:**

- 1. The tender amount that the bidder submit in the proposal must include the estimated inflation rate annual escalation for the duration of the contract.**

CITY OF TSHWANE

DRT 04 SCHEDULE OF QUANTITIES: Servicing Atteridgeville/Mamelodi areas**SUBSIDISED BUS CONTRACTS: DRT 04**

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	RATE	MONTHLY TOTAL (R)	36 MONTHS TOTAL (R)
11.1	PROJECT MANAGER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
c)	Sleeping over visits (Subsistence)	Number of visits				
d)	Duplicating and printing (A4)	Number of pages				
e)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL A: TOTAL PROJECT MANAGER EXPENSES						
11.2	TECHNICAL LEADER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
SUB-TOTAL B: TOTAL TECHNICAL LEADER EXPENSES						
11.5	ADMINISTRATION, SITE AND MONITORING COSTS					
a)	Salaries					
	i) Electronic monitoring system	Daily operation data information				
	ii) Monitors	Number				
	iii) Clerk	Number				
b)	Travelling expense	Kilometres				
c)	Accommodation and services					
	(i) Office	Month				

	(ii) Housing Allowance	Month	3.75			
d)	Communication Costs	Month				
e)	Duplicating and printing (A4)	Number of pages				
f)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL C: TOTAL ADMINISTRATION, SITE AND MONITORING COSTS						
SUB-TOTAL D: (A + B + C)						
SUB-TOTAL E: (VAT 15%)						
TOTAL TENDERED AMOUNT (D+ E) CARRIED TO FORM OF OFFER						

.....

TENDERER/SIGNATORY ON BEHALF OF TENDERER DATE

***NOTE:**

- 1. The tender amount that the bidder submit in the proposal must include the estimated inflation rate annual escalation for the duration of the contract.**

CITY OF TSHWANE

DRT 05 SCHEDULE OF QUANTITIES: Servicing Moloto Corridor Tshwane/Mpumalanga areas**SUBSIDISED BUS CONTRACTS: DRT 05**

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	RATE	MONTHLY TOTAL (R)	36 MONTHS TOTAL (R)
11.1	PROJECT MANAGER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
c)	Sleeping over visits (Subsistence)	Number of visits				
d)	Duplicating and printing (A4)	Number of pages				
e)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL A: TOTAL PROJECT MANAGER EXPENSES						
11.2	TECHNICAL LEADER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
SUB-TOTAL B: TOTAL TECHNICAL LEADER EXPENSES						
11.5	ADMINISTRATION, SITE AND MONITORING COSTS					
a)	Salaries					
	i) Electronic monitoring system	Daily operation data information				
	ii) Monitors	Number				
	iii) Clerk	Number				
b)	Travelling expense	Kilometres				
c)	Accommodation and services					
	(i) Office	Month				

	(ii) Housing Allowance	Month				
d)	Communication Costs	Month				
e)	Duplicating and printing (A4)	Number of pages				
f)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL C: TOTAL ADMINISTRATION, SITE AND MONITORING COSTS						
SUB-TOTAL D: (A + B + C)						
SUB-TOTAL E: (VAT 15%)						
TOTAL TENDERED AMOUNT (D+ E) CARRIED TO FORM OF OFFER						

.....

TENDERER/SIGNATORY ON BEHALF OF TENDERER DATE

***NOTE:**

- 1. The tender amount that the bidder submit in the proposal must include the estimated inflation rate annual escalation for the duration of the contract.**

FORM 11: SCHEDULE OF QUANTITIES

CITY OF JO'BURG

DRT 06 SCHEDULE OF QUANTITIES: Servicing Soweto Area

SUBSIDISED BUS CONTRACT: DRT 06

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	RATE	MONTHLY TOTAL (R)	35 MONTHS TOTAL (R)
11.1	PROJECT MANAGER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
c)	Sleeping over visits (Subsistence)	Number of visits				
d)	Duplicating and printing (A4)	Number of pages				
e)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL A: TOTAL PROJECT MANAGER EXPENSES						
11.2	TECHNICAL LEADER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
SUB-TOTAL B: TOTAL TECHNICAL LEADER EXPENSES						
11.5	ADMINISTRATION, SITE AND MONITORING COSTS					
a)	Salaries					
	i) Electronic monitoring system	Daily operation data information				
	ii) Monitors	Number				
	iii) Clerk	Number				
b)	Travelling expense					
		Kilometres				

c)	Accommodation and services					
	(i) Office	Month				
	(ii) Housing Allowance	Month				
d)	Communication Costs	Month				
e)	Duplicating and printing (A4)	Number of pages				
f)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL C: TOTAL ADMINISTRATION, SITE AND MONITORING COSTS						
SUB-TOTAL D: (A + B + C)						
SUB-TOTAL E: (VAT 15%)						
TOTAL TENDERED AMOUNT (D+ E) CARRIED TO FORM OF OFFER						

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TENDERER/SIGNATORY ON BEHALF OF TENDERER

DATE

CITY OF JO'BURG

DRT 07 SCHEDULE OF QUANTITIES: Servicing Orange Farm/Lenasia**SUBSIDISED BUS CONTRACTS: DRT 07**

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	RATE	MONTHLY TOTAL (R)	35 MONTHS TOTAL (R)
11.1	PROJECT MANAGER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
c)	Sleeping over visits (Subsistence)	Number of visits				
d)	Duplicating and printing (A4)	Number of pages				
e)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL A: TOTAL PROJECT MANAGER EXPENSES						
11.2	TECHNICAL LEADER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
SUB-TOTAL B: TOTAL TECHNICAL LEADER EXPENSES						
11.5	ADMINISTRATION, SITE AND MONITORING COSTS					
a)	Salaries					
	i) Electronic monitoring system	Daily operation data information				
	ii) Monitors	Number				
	iii) Clerk	Number				
b)	Travelling expense	Kilometres				
c)	Accommodation and services					
	(i) Office	Month				

3.81

	(ii) Housing Allowance	Month				
d)	Communication Costs	Month				
e)	Duplicating and printing (A4)	Number of pages				
f)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL C: TOTAL ADMINISTRATION, SITE AND MONITORING COSTS						
SUB-TOTAL D: (A + B + C)						
SUB-TOTAL E: (VAT 15%)						
TOTAL TENDERED AMOUNT (D+ E) CARRIED TO FORM OF OFFER						

.....

TENDERER/SIGNATORY ON BEHALF OF TENDERER

DATE

CITY OF EKURHULENI AND SEDIBENG DISTRICT MUNICIPALITY

DRT 08 SCHEDULE OF QUANTITIES: Servicing Tembisa/ Tsakane / Vosloorus / Sebokeng / Evaton and Meyerton**SUBSIDISED BUS CONTRACTS: DRT 08**

ITEM	DESCRIPTION	UNIT	MONTHLY QUANTITY	RATE	MONTHLY TOTAL (R)	36 MONTHS TOTAL (R)
11.1	PROJECT MANAGER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
c)	Sleeping over visits (Subsistence)	Number of visits				
d)	Duplicating and printing (A4)	Number of pages				
e)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL A: TOTAL PROJECT MANAGER EXPENSES						
11.2	TECHNICAL LEADER					
a)	Time Charges	Hour				
b)	Travelling Expense					
	(i) Normal visits	Kilometres				
	(ii) Special visits	Provisional sum				
SUB-TOTAL B: TOTAL TECHNICAL LEADER EXPENSES						
11.5	ADMINISTRATION, SITE AND MONITORING COSTS					
a)	Salaries					
	i) Electronic monitoring system	Daily operation data information				
	ii) Monitors	Number				
	iii) Clerk	Number				
b)	Travelling expense	Kilometres				
c)	Accommodation and services					
	(i) Office	Month				

	(ii) Housing Allowance	Month				
d)	Communication Costs	Month				
e)	Duplicating and printing (A4)	Number of pages				
f)	Other (specify)					
	(i) None					
	(ii) None					
SUB-TOTAL C: TOTAL ADMINISTRATION, SITE AND MONITORING COSTS						
SUB-TOTAL D: (A + B + C)						
SUB-TOTAL E: (VAT 15%)						
TOTAL TENDERED AMOUNT (D+ E) CARRIED TO FORM OF OFFER						

.....

TENDERER/SIGNATORY ON BEHALF OF TENDERER

.....

DATE

***NOTE:**

1. The tender amount that the bidder submit in the proposal must include the estimated inflation rate annual escalation for the duration of the contract.

TS1: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Valid B-BBEE Status Level Verification Certificates or Sworn Affidavit to substantiate the Tenderer's B-BBEE rating claim must be attached to this page.

TS2: COMPANY REGISTRATION DOCUMENTS

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

TS3: ID DOCUMENTS OF THE PRINCIPALS OF THE BUSINESS

Certified copies of the ID documents of the principals of the business must be attached to this page. The Principles of the business are as follows:

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

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

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

Prospective bidders must be registered on CSD prior to submitting bids (Open tenders)

TS5: BANKING DETAILS

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

Bank Details –

Bank Name:

Address:

Account Number:

Contact Person:

Tel No.:

Fax No.:

Auditor Details –

Firm Name:

Address:

Contact Person:

Tel No.:

Fax No.:

SIGNED ON BEHALF OF THE TENDERER:



**TENDER for CONTRACT No.: DRT 13/11/2022
FOR THE PROVISION OF MONITORING SERVICES FOR QUALITY ROAD-BASED SUBSIDISED
BUS CONTRACTS FOR THE PERIOD OF 35 MONTHS IN THE GAUTENG**

PART 3 NETWORK OPERATIONAL DATA

3.1 : CATALOGUE OF ROUTES, TIMETABLES AND ROUTE STATISTICS

The subsidy contracts to be monitored in terms of the invitation for proposal and number of monitors required are as follows:

City of Tshwane bus contracts

AREA	CONTRACT NUMBER	NUMBER OF ROUTES	Current No of Buses
Hammanskraal	DRT 01	456	285
Soshanguve	DRT 02	189	250
Mabopane / Garankuwa /	DRT 03	353	238
Atteridgeville / Mamelodi	DRT 04	349	166
Moloto Corridor Tshwane/Mpumalanga	DRT 05	633	665
TOTALS	4 Contracts	1980	1604



CITY OF TSHWANE

**DRT 01 TIMETABLES (Annexure A)
HAMMANSKRAAL**

**DRT 02 TIMETABLES (Annexure B)
SOSHANGUVE**

**DRT 03 TIMETABLES (Annexure C)
MABOPANE / GARANKUWA / ATTERIDGEVILLE**

**DRT 04 TIMETABLES (Annexure D)
Atteridgeville / Mamelodi**

**DRT 05 TIMETABLES (Annexure E)
MOLOTO CORRIDOR TSHWANE/MPUMALANGA**

CITY OF JO'BURG

Area	Contract Number	Number of Routes	Current No of Buses
Soweto	DRT 06	788	413
Orange Farm / Lenasia	DRT 07	174	208
2 Areas	2 contracts	962	621

CITY OF JO'BURG

**DRT 06TIMETABLES (Annexure F)
SOWETO**

**DRT 07 TIMETABLES (Annexure G)
ORANGE FARM / LENASIA**



CITY OF EKURHULENI AND SEDIBENG DISTRICT MUNICIPALITY

Area	Contract	No of Routes	Current No of buses	Municipality
Thembisa/ Tsakane/ Vosloorus Sebokeng / Evaton Meyerton area	DRT 08	491	165	COE AND SDM
3 Areas	3 contracts	491 routes	165	2 municipalities

CITY OF EKURHULENI & SEDIBENG DISTRICT MUNICIPALITY

DRT 08 TIMETABLES (Annexure A)

Thembisa/ Tsakane/ Vosloorus / Sebokeng / Evaton / : Meyerton



SMF Scope of Work

The scope of the works for the project identifies various activities required for the all-inclusive process of monitoring of the quality road-based subsidized bus contracts by the SMF on behalf of the GDRT (the Employer).

Background to the B-BBEE Obligations

- a) The Gauteng Department of Roads and Transport (“Department”) is in the process of concluding negotiated contracts with the current operators of subsidised bus services in terms of section 41(1)(b) of the National Land Transport Act 5 of 2009 (“NLTA”). Based on the wording of section 41 of the NLTA. Section 41(1)(b) of the NLTA provides for the Contracting Authority, that it may enter into negotiated contracts, once only, with a view to, promote the economic empowerment of small business or of HDI’s.
- b) As a result the negotiated contracts require the operators to undertake, for the duration of the contract period, a clear and continuous commitment to the advancement, upliftment and economic empowerment of persons or groups or categories of persons disadvantaged by unfair discrimination as referred to in the B-BBEE Legislation.
- c) In addition the negotiated contracts require that the operators increase and diversify Black ownership across its business operations, with specific focus on Black woman ownership and Black Youth ownership, to the extent that it has not already done so.

Brief description of B-BBEE Obligations in relation to the negotiated contract

- a) Operators are required to develop a B-BBEE Strategy which specifically sets out the transformation path, activities and required actions for the duration of the Contract period to achieve the objective.
- b) The B-BBEE Strategy, with which the Operator undertakes to comply with for the duration of the Contract period, contains:
 - a description of the overall transformation objective and the objectives per B-BBEE element of the Integrated Transport Sector Scorecard (Bus Commuter and Coach Services Sub-Sector Code);
 - details of the anticipated social impact of the B-BBEE Strategy;
 - the Operator’s shareholder names and equity percentages held, specifying specifically exercisable voting rights and economic interests in the hands of Black People, Black women, Black Youth and Black designated groups;
 - details of the nature of management control in the hands of Black People, and initiatives to increase Black participation on the board of directors and senior management of the Operator;
 - details of the nature of skills development initiatives aimed at increasing the economic value add of its employees through skills development and employment equity as well as increasing the scale of initiatives aimed at



- developing Black professionals and industry experts;
- details of employment equity initiatives aimed at increasing the representation of Black People in senior management, professional, technical and supervisory occupations in its business operations;
- details of how the Operator plans to increase procurement from Black-owned and empowered enterprises;
- details of enterprise development initiatives and supplier development initiatives, the nature of contributions (such as grants, loans, and the like) and beneficiary details;
- details of socioeconomic development (SED) initiatives, and alignment thereof to the Operator's financial model and the B-BBEE Forecast

SCOPE OF SERVICES REQUIRED BY THE SMF

- a) The SMF will be required to familiarise themselves with the B-BBEE obligations and strategy of the operators in line with the negotiated contract
- b) The SMF will perform independent reviewing, monitoring, auditing and preparation of reports to verify compliance by the operator, including the work to be carried out by various of its sub-contractors, with the Operator's B-BBEE obligations for a period of 7 (five) years commencing on 01 July 2023
- c) The SMF is expected to act fairly in respect of its decision making
- d) On a monthly basis (at the end of each calendar month), unless otherwise stated, the SMF will be required to perform the following functions
 - review the Operator's (including its sub-contractors) records including any monitoring or audits conducted by the Operator, and its sub-contractors to verify compliance with the B-BBEE obligations
 - monitor the implementation and conduct audits to verify compliance by the operator, and its subcontractors, with the B-BBEE obligations which will essentially consist of the following:
 - i. checking which sub-contractors are executing which parts of the actual work;
 - ii. checking the approved expenses (i.e. costs captured in the operator's financial management system) to check which sub-contractor is invoicing the Operator for the execution of which parts of the actual work and comparing it to the information from (i) above; and
 - iii. checking whether the actual payments were effected to the parties that invoiced the operators as determined in (ii) above
- e) Prepare monthly and quarterly reports in relation to any of the review or monitoring carried out, which, if required, would include recommendations for steps that should be taken by the Operator or its sub-contractors to comply with their B-BBEE obligations; and
- f) facilitate and attend such meetings as may be relevant to assess compliance with the B -BBEE obligations



g) The SMF will undertake, amongst others, monitoring and auditing activities on the following:

- The BEE status of the respective equity members of the respective entities created specifically for the Project;
- Shareholding by Black Empowerment Entities, Black Persons and Black Women in the entities created specifically for the Project;
- The accreditation of vendors (suppliers of materials and services and sub-contractors) in terms of their Black Enterprise, Black Empowerment Enterprise and SMME status.
- Procurement processes undertaken by the Operator
- Accessibility of their vehicles to persons with disabilities.

1. Administration of the subsidy contracts

The administration of the bus contracts involves a broader project management process and proper administration of compliance of bus operators to the bus contracts. The General Conditions of Contract (GCC) and the Specification Condition of Contract (SCC) should be adhered to by bus operators in providing subsidised services.

The SMF will conduct monitoring on routes and at termini, ranks and intermediate monitoring points. The SMF must also undertake technical inspections on vehicles through suitably qualified staff at the depot(s) on a weekly basis in order to identify defects using appropriate standards. The weekly technical vehicle inspections will also entail an inspection of the Operator's maintenance records and procedures and its vehicle pass rate for roadworthy certificates.

2. Certification of Operators monthly claims

The bus operators are required to submit claims on a monthly basis to the department for the total revenue kilometers operated in accordance with the approved service schedules under the subsidized bus contracts.

SMF will be responsible for ensuring the following:

1. Authenticity of total trips operated for each month through electronic monitoring;
2. Authenticity of the accuracy of the revenue kilometers as per the approved service schedules to be utilized in the ultimate calculation of the claim;
3. Authenticity of the correct rates utilized in calculating the claim for the month as per the approved schedule of quantities;
4. Authenticity of the correct indices and Consumer Price Index (CPI) used in the approved formula in determination of the escalation factors applied in calculating the claim – through Statistics South Africa (Statssa), SEIFSA etc;



Monthly Meetings

Frequently scheduled meetings are required at different levels to ensure a proper project management implementation process. Meetings need to be held at three different levels to cover a broader spectrum of all stakeholders.

Planning meetings: planning of the overall services provided by the bus operators during each particular month.

Contract Meetings: Discussion of all operational aspects of a particular month scheduled between the Employer (GDRT), the SMF and the bus operators.

Weekly Penalty Meetings: scheduled between the Employer (GDRT), the SMF and the bus operators, focused on the daily imposing of penalties and other key operational aspects.

Commuter meetings referred to as Public Transport Forum meetings: scheduled per contract between the Employer (GDRT), the SMF, the bus operators and commuters to address all operational aspects of a particular month in terms of timetable changes, operational issues and passenger perceptions

Electronic Monitoring

The SMF shall monitor 100% of the trips operated by the Operator by the installation of the electronic monitoring system that involves the tracking of the entire bus fleet of the contracted operators through a specialized device that will be installed on the buses for the period of the contract. The tracking device must be able to provide multiple functions such as: -

Generate daily, weekly and monthly reports to provide details of the route operated by each contracted bus

and be able to provide historic and real-time information on the following:

Route travelled

Kilometers travelled

Actual stops along the route

Departure and arrival times per trip

The electronic tracking device complies fully with the requirements of the Department and will record events and be accessed later when the network is available.

Financial Controls

The SMF shall monitor the financial performance of bus contracts and submit in the monthly reports, the under-expenditure and mitigation plans to resolve inadequate contract operations.



SMF REPORTING FORMAT

TABLE OF CONTENTS

NO	CONTENT
1.	Name of the Contract monitored, and a brief description of the areas covered
1.1	Aspects monitored by SMF as per contract terms of reference
2.	Map of Service Areas
3.	Dashboard Overview of Operations
4.	Operational Statistics
4.1	Kilometers Scheduled, Operated & Did not operate (DNO) Kilometers (Including
4.2	Standing Kilometers)
	Trips Scheduled, Operated & Did not operate (DNO) Trips (Including Standing
	Trips)
5.	Electronic Monitoring
6.	List of All Routes Monitored (As per Form F and I of the Payment Certificate)
7.	Timetable Amendments and Variations
8.	Fleet List and Age of Buses
9.	Budget
10.	Passenger Conveyed
11.	Passenger Revenue Collected
12.	Vehicle Breakdowns and Accidents Reports
13.	Passenger Perceptions
14.	Meetings
15.	Visits by Department's Internal Monitors
16.	Challenges, Remedial Actions and Recommendations to the Department
17.	Annexures
18.	Report Authentication by All Parties



GAUTENG SUPERVISORY MONITORING FIRM (SMF) TENDER

ASPECTS MONITORED BY SMF AS PER CONTRACT TERMS OF REFERENCE

1. Ensuring 100% monitoring coverage of the operator services through electronic monitoring.
2. Targets, key performance indicators (Kpi) from the Annual Performance Plan (APP) to be given to Bus Operators.

SMF to monitor kpi's targets such as:

- Number of kilometers operated
 - Number of trips scheduled/operated
 - Number of routes
 - Number of buses subsidized
 - Number of passengers
3. Facilitating meetings such as commuter forums, contracts meetings and penalty meetings.
 4. Sharing and taking records of meetings, which shall be circulated to relevant stakeholders.
 5. Penalize operators for non-compliance in terms of the bus subsidy contract.
 6. Ensure that all waybills or electronic information have been checked and that the operator keeps copies thereof in case future inquiries are made by the Auditor General.
 7. Where appropriate, vary the services provided by the operator in terms of the provisions of the subsidy contract.
 8. Certify and verify subsidy claims submitted by the operators.
 9. SMF will take full responsibility for the correctness of the payment certificate.
 10. Submit signed monthly reports following the approved format by GDRT comprising, inter alia, the following information:
 - Targets KPI aligned with payment certificates
 - Signed minutes of meetings attended
 - Challenges encountered
 - Variations applied on routes, and any other information that shall be of relevance to the GDRT
 11. Present monthly reports
 12. Ensure that the operator applies timeously to the Gauteng Provincial Regulatory Entity (PRE) for operating licenses.
 13. To perform daily inspections of the following:
 - Adherence to the timetables for the provisions of services
 - The reliability of the services provided
 - The impact of the services with regards to the overall objective of GDRT
 - The quality of personnel assigned to the operation of buses and their attitude towards the passengers
 - The level of maintenance of buses to ensure that they are in a good working condition



- The viability of services provided in specific routes taking into consideration the maximization of allocations by government by provision of efficient and effective services
- Liaise with commuter forums to make sure that they are satisfied about services rendered by bus operators.

MAP OF SERVICES AREAS

3. DASHBOARD OVERVIEW OF OPERATIONS

4. OPERATIONAL STATISTICS

4.1 Kilometers scheduled, operated & DNO kilometers (including standing kilometers)

Month	Scheduled Kms	Operated Kms	Standing Kms	DNO Kms	Lockdown Levels Operations %	Remarks
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4.2 Trips scheduled, operated & DNO trips (including standing trips)

Month	Scheduled trips	Operated trips	Standing trips	DNO trips	Lockdown Levels Operations %	Remarks
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ELECTRONIC MONITORING

5.1 ELECTRONIC MONITORING DASHBOARD

MONTH	CONTRACT/O PERATOR	VERIFIED FLEET	OPERATED FLEET	INSTALLED FLEET	INSTALLATION PERCENTAGE	TRACKER REPORT: TOTAL DISTANCE
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Annexure 1 of the report containing the detailed Trip Summary Report

Annexure 1.1 of the report containing the schedule of installation or deinstallation if any of the tracking units.

LIST OF ALL ROUTES MONITORED (As per form F and Form I of the payment certificate)

No.	Route no.	From	To	Route length
NUMBER OF ROUTES MONITORED / OPERATED (Level 1 Lockdown Services)				
Number of routes - Standard Buses				130
Total number of routes				130



TIMETABLE, AMENDMENTS AND VARIATIONS

FLEET LIST AND AGE OF BUSES

Table 8.1 Summary of the fleet requirement per contract.

Table 8.1

BATSWANA GARE TRANSPORT SUMMARY OF SUBSIDISED BUSES									
CONTRACT	AREA	BUSES							
		Standard			Train			TOTAL	Verified
		Peak	Spare	Sub-Total	Peak	Spare	Sub-Total		

BUDGET

The table of the budget should be in the following format.

FINANCIAL YEAR							
PTOG ALLOCATION							
Certificate No.	Month	Year	Kilometers		Budgeted	Monthly Subsidy	
			Scheduled	Operated		Monies Paid	Balance
1	2	3	4	5	6	7	8
TOTAL			2				
BUDGET FOR THE FINANCIAL YEAR							
BUDGET LEFT AFTER THIS CLAIM							

PASSENGERS CONVEYED

Table 10.1

Month	Cash Pax	MJT Pax	Total Pax	% Cash Pax	% MJT Pax	Pax/km	Pax/trip
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PASSENGER REVENUE COLLECTED

Table 11.1

Month	Cash Revenue	MJT Revenue	Total Revenue	% Cash Revenue	% MJT Revenue
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VEHICLE BREAKDOWNS AND ACCIDENT REPORT

Table 12.1

VEHICLE BREAKDOWNS PER CONTRACT											
DATE	Contract	ROUTE NUMBER	Shift number (scheduled)	Scheduled Departure Time	ROUTE		Route length	Bus/fleet number	Replaced in 30 min		Type of defect/ breakdown (see table) Only include code
					From	To			YES	Replacement bus no.	

Table 12.2 a list of all the accidents experienced during the specific reporting format.

Table 12.2

BATSWANA GARE TRANSPORT										
ACCIDENT RETURN DECEMBER 2021 RA15										
NO	DATE	ACC NO	REG.NO	DECRPTION OF REPORT	REPORT NO	NO OF ACCIDENTS	ACTION TAKEN	OWN VEHICLE	3RD PARTY	
				BUS ACCIDENTS						

13. PASSENGER PERCEPTIONS

MEETINGS

The table below reflects the dates of meetings held during the specific month

DATE	MEETING TYPE	ATTENDEES	COMMENTS
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VISITS BY DEPARTMENT'S INTERNAL MONITORS

CHALLENGES, REMEDIAL ACTIONS AND RECOMMENDATIONS TO THE DEPARTMENT

16.1 Challenges

16.2 Remedial Actions

16.3 Recommendations:

- Annexure 1 – Trip Summary Report (Electronic Monitoring)
- Annexure 1.1 – Tracking Units Installation Schedule
- Annexure 2 – Form I (Timetable)
- Annexure 3 – Fleet List
- Annexure 3A – Verified Fleet List
- Annexure 4 – Passenger Complaints and Community Protests Reports
- Annexure 5 – Approved minutes of the previous meeting
- Annexure 6 - Driver PrDP Compliance Status



18. REPORT AUTHENTICATION

BUS TECHNICAL INSPECTION SHEET				
Inspection Date				
Inspection Premises				
Contract No		Bus Operator		
Vehicle Type	Standard		Double axle	Train
Fleet Number		Vehicle Registration Number		
Chassis Number/VIN				
Make and Model				
Functional/Correct Specification			Remarks	
			Yes	No
Electrical System				
Battery				
Hooter				
Lamps and lighting				
Flasher type direction indicators				
Windscreen Wipers				
Fitting and Equipment				
Mudguards				
Doors				
Seats				
Mirrors (View to front and sides)				
Windows and windscreen				
Fuel gauge and fuel cap				
Retro-reflectors				
Condition of stairs and passage				
Safety design (fire extinguisher and triangle)				
Breaking System				
Hand levers				
Service brake operation				
Steering				
Steering wheel (Column)				
Power steering				
Exhaust System				
Exhaust system				
Instruments				
Odometer				
			Observation	Remarks
			Good/Bad	
Wheels				
Condition of tyres				
Condition of Bus				
Body				
Engine				
Smoke emission				

