

3. I/we undertake to give notice in writing of any change of the above *domicilium citandi et executandi* and related particulars, at least fourteen (14) days prior to such new particulars becoming effective.
4. I/we undertake to acknowledge receipt of all communications from the Employer.
5. I/we acknowledge that any notice given in terms of this contract must be in writing and shall be deemed to have been received by the addressee—
 - (1) on the date of delivery if delivered by hand;
 - (2) on the eighth (8th) day following the date of posting, if posted by pre paid mail;
 - (3) on the day after despatch, if sent by courier, telefax, telegram or telex.
6. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the contract documents; that the rates quoted cover all the work/item(s) specified in the contract documents and that the rates cover all my/our obligations under the contract and that I/we accept that any mistakes regarding rates and calculations will be at my/our risk.
7. 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.
8. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
9. I/we undertake to commence the services on the commencement date.
10. I/we undertake to provide a suretyship in accordance with the *pro forma* deed of suretyship (Form 19) to the satisfaction of the Employer within fourteen (14) days after signing the contract documents.
11. I/we undertake to provide proof of insurance in terms of clause 17.
12. 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:
.....
.....
13. Are you duly authorised to sign this document? *YES/NO

14. Has the Declaration of Interest (Form 8) been duly completed and included with the other forms?

*YES/NO

** Delete whichever is not applicable*

SIGNATURE(S) OF AUTHORISED REPRESENTATIVE(S).....

DATE.....

Capacity and particulars of the authority

under which this contract is signed:

Name of the Operator (in block letters)

Postal address (in block letters)

Telephone Number(s)

Facsimile number(s)

Tender number

Name of contact person (block letters)

Company tax reference number

IMPORTANT CONDITIONS

1. Failure on the part of the Operator to sign this Form 1 and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may lead to cancellation of the contract.
2. If any of the conditions on this Form 1 are in conflict with any terms, conditions, stipulations or provisions incorporated in Volume 1, such special conditions, stipulations or provisions will apply.

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

CONTRACT NO.

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

Provincial Operating Licence Board

Private Bag X.....

.....

.....

Date

The Head of Department

.....Province

Department of

.....

.....

.....

Sir

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

An application has been received from
requesting permission to provide public transport (bus) services.

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

Yours faithfully

CHAIRMAN

OPERATING LICENCE BOARD/LOCAL ROAD TRANSPORTATION BOARD

** Delete whichever is not applicable*

..... PROVINCIAL ADMINISTRATION

**THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND**

CONTRACT NO.

FORM 3: CERTIFICATE OF AUTHORITY FOR SIGNATORY IN RESPECT OF LEGAL PERSONA

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

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

SIGNED AT ON THIS THE DAY OF 20

.....
ON BEHALF OF THE COMPANY/CLOSE CORPORATION/OTHER LEGAL PERSONA

CAPACITY

.....
SIGNATURE OF SIGNATORY

WITNESSES:

1.

2.

*** Delete whichever is not applicable**

..... PROVINCIAL ADMINISTRATION

THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND

CONTRACT NO.

**FORM 4: 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 Employer, 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 Employer by the consortium. We undertake immediately to discharge the debt, obligation or liability to the Employer 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 Employer, thus allowing the Employer 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 Employer and will immediately pay to the Employer on demand the amount of any claim which may be owing by the consortium. We undertake that our liabilities to the Employer in terms hereof, shall not be affected by any change in the composition of the consortium from time to time unless the Employer 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 Employer;
3. the Employer 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 Employer shall be entitled to act or decline to act on any of the instructions in its absolute discretion, which decision by the Employer

shall be final and binding on the consortium; and

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

SIGNED AT ON THIS THE DAY OF20

SIGNATURES OF ALL PARTIES TO THE CONSORTIUM:

1.

for:

2.

for:

3.

for:

.....

SIGNATORY

WITNESSES:

1.

2.

*** Delete whichever is not applicable**

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

1.

2.

3.

..... PROVINCIAL ADMINISTRATION

THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND

CONTRACT NO.

FORM 5: DECLARATION OF INTEREST

Any natural or legal person, including a person employed by the State, including a provincial administration, transport authority or core city (called "the State" in this document) or a person who acts on behalf of the State or a person having a kinship with a person employed by the State, including blood relationship, may be party to this contract. In view of possible allegations of favouritism, should the contract, or part thereof, be awarded to persons employed by the State, or to persons who act on behalf of the State or to persons connected with or related to them, it is required that the Operator or its authorized representative declares his position *vis-à-vis* the Employer and/or its interest, where—

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

In order to give effect to the above, the following questionnaire must be completed:

- 1 Are you or any person connected with the tenderer employed by the State or the Employer?

YES/NO*

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

2. Do you, or any person connected with the Operator, have any relationship (family, friend or other) with a person employed by the State or the Employer or their administration who may be involved with this contract?

YES/NO*

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

3. Are you, or any person connected with the Operator, aware of any relationship (family, friend or other) between the Operator and any person employed by the State or the Employer or their administration who may be involved with this contract?

YES/NO*

If so, state particulars:

.....

.....

SIGNED AT ON THIS THE DAY OF 20

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

WITNESSES:

1.

2.

.....
POSITION OF DECLARANT

*** Delete whichever is not applicable**

..... PROVINCIAL ADMINISTRATION

THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND

CONTRACT NO.

**FORM 6: SCHEDULE OF EXISTING PASSENGER TRANSPORT SERVICES OPERATED BY
OPERATOR**

In the table provided below the Operator must provide details of existing passenger transport services operated by it, if any.

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

* Delete whichever is not applicable

..... PROVINCIAL ADMINISTRATION

THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND

CONTRACT NO.

FORM 7: SCHEDULE OF EXISTING OR PROPOSED VEHICLES

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

*** Delete whichever is not applicable**

TABLE B: NEW OR ADDITIONAL VEHICLES TO BE ACQUIRED

[illegible]

AVERAGE AGE CALCULATION: CHASSIS BODIES

* Copies of contracts to be provided if requested

..... PROVINCIAL ADMINISTRATION

THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND

TENDER NO.

FORM 8: SCHEDULE OF ELECTRONIC INFORMATION AND TICKET EQUIPMENT (EE)

In the table provided below the Operator must provide details of the electronic ticket machines that will be used in all vehicles in order to meet the data collection requirements of the Employer as set out in clause 16.1 of the contract.

ELECTRONIC TICKET MACHINES

Manufacturer/Supplier		Model	Total number
Contact Person	Telephone Number	Proposed installation date	

* Delete whichever is not applicable

..... PROVINCIAL ADMINISTRATION

**THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND**

FORM 9: SCHEDULE OF QUANTITIES

Note: The number of months allocated in the schedule is only an estimate. The Operator will be paid each month for the actual scheduled revenue kilometres operated according to the relevant band (see clause 32.2 of the contract).

Band	Scheduled revenue kilometres per Month	Estimated Number of Months	Estimated kilometre quantity during 5 years	Contract rate (T R) per kilometre	Amount (T R x Quantity)
				R c	R c
1	Greater than 200 000	4	800 000		
2	180 001 - 200 000	6	1 140 000		
3	150 001 - 180 000	40	6 600 000		
4	120 001 - 150 000	5	675 000		
5	Less than 120 000	5	600 000		
	Total Tender Amount	60	9 815 000	Sub Total	
Establishment Cost 1.0% of sub total cost					
Total Contract Amount					

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

.....
DATE

CONTRACT NO.

FORM 10 : ESTIMATED INCOME AND EXPENDITURE FOR FIRST 12 MONTHS OF CONTRACT

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

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
1. Paid kms 1000kms													
2. TOTAL OPERATING REVENUE													
Cash R1000													
MJT R1000													
Scholars R1000													
Kilometre Subsidy R1000													
Contract * R1000													
Special Hire * R1000													
3** TOTAL EXPENDITURE R1000													
Profit (Loss)													
2 minus 3 R1000													

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

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

FORM 10 page 2: ESTIMATED EXPENDITURE FOR FIRST 12 MONTHS OF CONTRACT

Employee costs are to be calculated from Forms 15 and 18

[illegible]

[illegible]

20

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
3** GENERAL EXPENDITURE R1000													
Other Depreciation													
RSC Levies													
Skills Levy													
Other Costs													

..... PROVINCIAL ADMINISTRATION

**THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND**

FORM 11: PROPOSED ORGANISATION STRUCTURE

The management organisation structure that is proposed to be established to manage the contract, as supplied by the Operator in its Business Plan by means of an organogram, is indicated below:

..... PROVINCIAL ADMINISTRATION

THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND

FORM 12: OPERATING LICENCES OR PERMITS HELD BY OPERATOR

The Operator must provide details of operating licences or permits held by it in terms of the Act or other applicable legislation, below.

Date of issue	Issuing authority	Routes/Area	No. of buses

* Delete whichever is not applicable

PROVINCIAL ADMINISTRATION

THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND**FORM 13: PASSENGER LIABILITY INSURANCE**

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

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

Insurer:

Period of Insurance to

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

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

.....
DATE

*** Delete whichever is not applicable**

..... PROVINCIAL ADMINISTRATION

**THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND**

FORM 14: SOCIAL INVESTMENT AND TRANSFORMATION PROPOSAL

The Operator must provide details of actions to be taken in support reconstruction and development of the community served by the bus service (clause 13), below.

NO	DESCRIPTION OF ACTION	MEASURABLE OUTPUT	IMPLEMENT- ATION DATE	ESTIMATED VALUE (R)
1				
2				
3				
4				
5				
6				
7				
8				

** Delete whichever is not applicable*

..... PROVINCIAL ADMINISTRATION

THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND**FORM 15: SCHEDULE OF EMPLOYEES NEEDED FOR CONTRACT**

BARGAINING UNIT JOB CATEGORIES		
JOB CATEGORY	NUMBER	MINIMUM WAGE*
A. TRAFFIC		
Driving Instructor		
Senior Inspector		
Inspector		
Driver/Conductor, Conductor, OMO		
Regulator, Transport Officer, Rank Despatcher, Point Controller		
Senior Regulator		
Despatcher, Route Despatcher, Sub-Depot Despatcher		
Sales Point Controller, Clipcard Seller, Season Ticker Seller		
Ticket Seller, Cashier Mobile, Driver Cashier Mobile		
Flycheck Driver, Chauffeur, Service Vehicle Driver		
Light Vehicle Driver, Mobile Driver		
Roster Clerk (Traffic), Traffic Clerk		
Private Hire Clerk, Special Hire Clerk		

Ticket Office Clerk, Cashier, Setright Clerk		
Senior Ticket Office Clerk		
Senior Operations Clerk		
Senior Cashier		
Operations Clerk, Clerk (Traffic)		
Duty Staff Bus Driver		
Operator		
Hostess, Steward		

(3) ENGINEERING

Artisan (negotiated for)		
Operatives (grades A, B, C and D)		
Honorary Artisan		
Trade Worker (Grades P16 to P14)		
Trade Trainee (Grades P16 to P14)		
Grade 5		
Technician		
Assistant Technician		
Grade 4		
Artisan's Assistant		
General Hand		
Trade Assistant (P19 to P17)		
Works Staff, General Worker		
Tyre Attendant		

Tyre Programmer		
Senior Engineering Clerk, Engineering Clerk		
Stores Clerk, Stores Assistant		
Driver Shunter, Technical Driver		
JOB CATEGORY	NUMBER	MINIMUM WAGE*
Setright Mechanic		
Vehicle Checker (FOWL)		
Fuel Attendant		
Steam Jenny Operator, Steam Cleaner		
Bus Cleaner, Cleaner, Bus Washer		
Fork Lift Driver		
Greaser		
Workshop Cleaner, Cleaner, Yard Cleaner		
Handyman, Handyman Estates		
Labourer		
Trimmer, Upholsterer		
Assistant Handyman		
Spray Painter, Painter, Signwriter		
Assistant Painter		
Stores Driver, Heavy Vehicle Driver		
Data Typist, Data Input Clerk		
Stores Data Clerk		
Shedman (Grades A3 to A5)		
Shunter Driver		

Taco Mechanic, Taco Clerk		
Brake Attendant		
C ADMINISTRATION		
Schedules Clerk, Ticket Clerk, Clerk		
Senior Clerk		
Data Capture Clerk		
Telephonist, Telephonist/Receptionist		
Gate Keeper, Security Guard, Night Watchman		
Messenger		
Typist/Clerk		
Chef-Cook		
Tea Person, Canteen Assistant		
Planning Clerk, Register Clerk		
TOTAL		

***NOTE:**

Minimum wage excludes all benefits.

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

The Operator is advised that the minimum wage offered must, where the current operator is a member of the South African Bus Employers Association (SABEA) be in accordance with the Agreement concluded in the National Bargaining Council; or if not a member of SABEA, be no lower than that specified in applicable Legislation.

..... PROVINCIAL ADMINISTRATION

**THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND**

FORM 16: DECLARATION AND UNDERTAKING IN TERMS OF SECTION 48 OF THE ACT*[To be signed by the person specified in Form 1 as authorised to sign the contract on behalf of the tenderer.]*

I, in my capacity as of [the Operator], and duly authorised to make this declaration, hereby confirm that I am aware of and understand the requirements of section 48 of the National Land Transport Transition Act, 2000 (Act No. 22 of 2000) ("the Act"), pertaining to the requirements for qualification as an operator.

I confirm that [the Operator]—

- (a) conducts his/her/its public transport operations according to business principles with financial ringfencing, as required by section 48 of the Act; and
- (b)
 - (i) is liable to pay income tax; or
 - (ii) if not liable to pay income tax, was the operator of a subsidised service on 1 October 1996, which service was not previously subject to an interim contract or a current tendered contract; and
- (c) has not received for the purposes of the present contract and will not for the duration of the contract receive any unfair advantage as regards access to financial or other support or resources from any organ of state, unless such advantage is part of a scheme which applies generally, approved by the Minister, to protect or advance public transport operators disadvantaged by unfair discrimination.

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

.....
Authorised signatory

..... PROVINCIAL ADMINISTRATION

THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND**FORM 17: CERTIFICATE OF CONDITIONS OF A LOAN, GUARANTEE OR OTHER FINANCIAL
ASSISTANCE PROVIDED TO THE OPERATOR****Instructions**

The purpose of this form is to illustrate what forms of assistance are provided to the Operator by third parties. The Employer will use the form to determine whether a the Operator is the recipient of an unfair advantage as defined in the Act. This form must be completed by any entity that provides or intends to provide assistance to the Operator, including but not limited to:

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

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

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

The Operator is urged to ensure that this form is completed by any organisation which provides or intends to provide assistance to the Operator. If in doubt, the Operator must discuss the question with the Employer through the main contact person as indicated in the contract documents.

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

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

Loans

Guarantees

Suretyships

Facility(ies)

Other (specify)

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

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

2. Description

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

3. Description

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

4. Description

- a) Present value of assistance

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

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

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

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

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

.....
Branch Manager/CEO

.....
Full names

.....
Date

Official stamp of Financier:

..... PROVINCIAL ADMINISTRATION

**THE PROVISION OF PUBLIC PASSENGER TRANSPORT SERVICES
BETWEEN AND**

FORM 18: DECLARATION OF FINANCIAL SUPPORT BY OWNER

Instructions:

1. *This form must be completed for each participant in a consortium/joint venture and all sub-contractors to the Operator/consortium/joint venture that are known at the time of signing the contract. The form must also be submitted during the course of the contract in respect of each future sub-contractor.*
2. *This form must be completed by each person/entity exercising ownership control over the Operator or each consortium/joint venture member.*
3. *If there is any uncertainty regarding the entities within a group of entities that must sign this declaration, the Operator must ask the Employer for guidance.*

I,, in my capacity as Chief Executive Officer of ("the Owner"), and duly authorised to make this declaration, hereby confirm that the Owner exercises ownership control over ("the Operator") as contemplated in section 48(6)(a) of the National Land Transport Transition Act, 2000 (Act No. 22 of 2000).

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

1.
2.
3.
4.

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

Material particulars of such assistance are set out below:

1. **Description**
- a) Present value of assistance
- b) Future value of assistance already negotiated
- c) Date of expiry of assistance

35

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

2. Description

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

3. Description

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

4. Description

- a) Present value of assistance
- b) Future value of assistance already negotiated
- c) Date of expiry of assistance

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

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

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

.....
Chief Executive Officer

.....
Date

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

FORM 19: AFFIDAVIT REGARDING PREVIOUS CONVICTIONS FOR OFFENCES

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

I the undersigned,, chief executive officer/managing director/managing member/other (specify)
 of ("the Operator")

hereby make oath/affirmation and say:

The Operator and/or any director, member or other office bearer of the Operator 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 Transition Act, 2000 (Act No. 22 of 2000) or a previous law, e.g. 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, 1996, the Road Traffic Act, 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, 1977 (Act No. 51 of 1977)
- Possession of an unlicensed firearm or dangerous weapon as defined in the Dangerous Weapons Act, 1968 (Act No. 71 of 1968), or illegal possession of explosives
- A conspiracy, incitement or attempt to commit an offence mentioned above

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.*

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

FORM 20: PRO FORMA DEED OF SURETYSHIP

WHEREAS a contract has been concluded between the Employer and the Operator (hereafter called "the contract"):

AND WHEREAS it is provided by such contract that the Operator shall provide the Employer with security by way of suretyship for the due and faithful fulfilment by it of all the terms and conditions of such contract;

AND WHEREAS I/we
 the undersigned, acting herein in my/our capacity as
 and as such duly authorised to represent has/have at the request of the Operator,
 agreed to give such security;

I/We, the undersigned, (name) and (name)
 in my/our respective capacities as (position) and
 (position) of (hereafter referred to as the "the Guarantor") and
 being duly authorised to sign and incur obligations in the name of the Guarantor by virtue of a resolution of the Board of
 Directors of the Guarantor, a certified copy of which is attached hereto, hereby irrevocably and unconditionally guarantee and
 bind the Guarantor, jointly and severally to the Employer as guarantor and co-principal debtor, in solidum, with the Operator
 for the due and proper performance and completion of the contract by the Operator and undertake on behalf of the
 Guarantor that;

1 The Guarantor shall—

1.1 pay without delay to the Employer on first written demand any loss or damage which the Employer may sustain as well as any penalties or claims and legal costs to which the Employer may become entitled by reason of the non-fulfilment or breach by the Operator of the terms of the aforesaid contract, always provided that the liability of the Guarantor under this guarantee shall not exceed the sum of R..... (in words);

1.2 make such payment to the Employer at

2. The Guarantor hereby renounces the benefits of the exceptions *non numerate pecuniae, non causa debiti, ordinis seu excussionis et divisionis* and *de duobus vel pluribus reis debendi*, the meaning of which I/we am/are fully acquainted with, and all legal exceptions which may be pleaded against the validity of the Guarantee.
3. This Guarantee shall be irrevocable and shall remain in force and effect from the date hereof and shall expire on the date when the Employer has notified the Operator that all its obligations or all its outstanding obligations in terms of the contract have been fulfilled.