REQUEST FOR BID

ISSUED BY:



KWAZULU-NATAL PROVINCE
TRANSPORT
REPUBLIC OF SOUTH AFRICA

POSTAL ADDRESS: **PRIVATE BAG X9043**
PIETERMARITZBURG
3200

PHYSICAL ADDRESS: **INKOSI MHLABUNZIMA MAPHUMULO HOUSE**
172 BURGER STREET
PIETERMARITZBURG
3200

BID NUMBER: **ZNB02990/00000/00/HOD/GEN/26/T**

BID DESCRIPTION: **THE PROVINCE OF KWAZULU-NATAL, DEPARTMENT OF TRANSPORT, INVITES SERVICE PROVIDERS TO FORM A PANEL FOR THE PROVISION OF DEDICATED LEARNER TRANSPORT SERVICES FOR A PERIOD OF 5 YEARS.**

CLOSING DATE: **24 NOVEMBER 2026**

DIRECTORATE: **PUBLIC TRANSPORT SERVICES**

SUBMITTED BY:

COMPANY NAME:	
CENTRAL SUPPLIER DATABASE NUMBER:	

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

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SECTION A: SBD1 - INVITATION TO BID

Invitation to Tender – **Bid No.: ZNB02990/00000/00/HOD/GEN/26/T**

THE PROVINCE OF KWAZULU-NATAL, DEPARTMENT OF TRANSPORT, INVITES SERVICE PROVIDERS TO FORM A PANEL FOR THE PROVISION OF DEDICATED LEARNER TRANSPORT SERVICES FOR A PERIOD OF 5 YEARS.

Tender documents will be available on the www.kzntransport.gov.za and www.etenders.gov.za website at no charge and must be downloaded. A non-compulsory briefing session will be held by the department with interested bidders. Details of the briefing session are below:

Date: **12 November 2026**

Time: **09h00**

Venue: **online-**https://bit.ly/ZNB02990

Any SCM related enquiries may be directed to:

Name: Nonhlanhla Manukuza

Tele: 033-355 8893/8700

Email: nonhlanhla.manukuza@kzntransport.gov.za

Any technical related enquiries may be directed to:

Name: Zama Sibisi

Tele: 033 355 8659

Email: **Zama.Sibisi**@kzntransport.gov.za

Closing of bids:

Date: **24 November 2026**

Time: **11h00**

NB: Bids sent via telegraphic, telephonic, telefax, facsimile or e-mail and late bids will not be accepted. Bids must be deposited in the bid box located at the address specified below:

The department has introduced an automated process where bids are submitted **both hard copy and memory stick.** Bids and memory sticks must be deposited in the bid box located at the address specified below:
KwaZulu-Natal Department of Transport **Inkosi Mhlabunzima Maphumulo House** **172 Burger Street** **Pietermaritzburg** **3201**

Part A: Invitation to Bid (Returnable Form)

Bidders to Complete & Return (Failure to do so will invalidate your bid):

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN DEPARTMENT OF TRANSPORT					
BID NUMBER:	**ZNB02990/0000/00/HOD/GEN/26/T**	CLOSING DATE:	24 November 2026	CLOSING TIME:	11h00
DESCRIPTION	**THE PROVINCE OF KWAZULU-NATAL, DEPARTMENT OF TRANSPORT, INVITES SERVICE PROVIDERS TO FORM A PANEL FOR THE PROVISION OF DEDICATED LEARNER TRANSPORT SERVICES FOR A PERIOD OF 5 YEARS.**				

The Main Entrance- Foyer
Department of Transport
172 Burger Street
Pietermaritzburg

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Nonhlanhla Manukuza	CONTACT PERSON	Zama Sibisi
TELEPHONE NUMBER	033-355 8893/8700	TELEPHONE NUMBER	033 355 8659
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Nonhlanhla.manukuza@kzntransport.gov.za	E-MAIL ADDRESS	Zama.Sibisi@kzntransport.gov.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CSD No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

Part B: Terms & Conditions of Bidding (Returnable Form)

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

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

DATE: ……

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

Please note that this bid is subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, Department of Transport's SCM Policy.

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

SECTION C: AUTHORITY TO SIGN

BID NO: .: ZNB02990/00000/00/HOD/GEN/26/T :THE PROVINCE OF KWAZULU-NATAL, DEPARTMENT OF TRANSPORT, INVITES SERVICE PROVIDERS TO FORM A PANEL FOR THE PROVISION OF DEDICATED LEARNER TRANSPORT SERVICES FOR A PERIOD OF 5 YEARS.

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough, please list all the directors in the resolution letter)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

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

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have:

   3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.

4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request the updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

5. If the supplier is not registered at the closing time of bid, the supplier will be disqualified at the bid evaluation process.

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

This is to certify that, I (name of bidder/'s authorized representative)…….....
who represents (state name of bidder) ……..…….....
with CSD Registration Number (bidder CSD registration number) .....

am aware of the contents if the central supplier database with respect to the bidder's details and registration information, and that the said information is correct and up to date as of the date if of submission of this bid,

and I am aware that incorrect or outdated information may be a cause for disqualification of this bid from the bidding process, and/or cancellation of the contract that may be awarded on the basis of this bid.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: .....

SECTION F: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Site/Building/Institution Involved:

Bid/Tender Reference No: ZNB02990/00000/00/HOD/GEN/26/T

Bid Description: **THE PROVINCE OF KWAZULU-NATAL, DEPARTMENT OF TRANSPORT, INVITES SERVICE PROVIDERS TO FORM A PANEL FOR THE PROVISION OF DEDICATED LEARNER TRANSPORT SERVICES FOR A PERIOD OF 5 YEARS.**

****

This is to certify that (bidder's representatives name) _____

On behalf of (company name) _____

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

_____

Signature of Bidder or Authorized Representative
(PRINT NAME)

Date: ___/___/_____

_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Date: ___/___/_____

Departmental Stamp With Signature

SECTION G: SBD3.1 - PRICING SCHEDULE (FIRM PRICES) (ONLY APPLICABLE AT A QUOTATION STAGE)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Name of Bidder:	**Bid Number: ZNB02990/00000/00/HOD/GEN/26/T**
Closing Date:	**Closing Time: 11h00**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

PRICING SCHEDULE

Fixed Cost Per Month			
	Bus R's	**Midi-bus R's**	**Mini-bus R's**
Vehicle instalment			
Insurance			
Licenses			
Salary (Driver)			
TOTAL			

NB: Salaries must be based / priced as per the minimum South African Road Passenger Bargaining Council.

Variable costs per month (Surfaced road)			
	Bus	**Midi-bus**	**Mini-bus**
Tyres			
Fuel			
Tracker			
Overheads			
TOTAL			

Variable costs per month (Gravel Road)			
	Bus	**Midi-bus**	**Mini-bus**
Tyres			
Fuel			
Tracker			
Overheads			
TOTAL			

NOT APPLICABLE

GRAND COSTING TOTAL FOR A PERIOD OF FIVE (05) YEARS_____

(Please note grand costing total must be written in numbers and in words)_____

Name of bidder……. _____ **Signature of Bidder or Authorized Representative**	**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID PENDING ANY EXTENSION OF VALIDITY.**

NB:

Required by:	KwaZulu-Natal Department of Transport
At:	172 Burger Street Inkosi Mhlabunzima Maphumulo House Pietermaritzburg 3201
Brand & Model:	…….
Country of Origin:	…….
Does the offer comply with the specification(s)?	*Yes/No
If not to specification, indicate deviation(s):	…….
Period Required for Delivery:	…….
Is the delivery period firm or not firm:	*Firm/not firm
Delivery Basis:	…….

NOT APPLICABLE

Declaration:

I (full name)_____, in my capacity as _____, the duly authorized representative of _____(business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.

_____

Signature of Bidder or Authorized Representative

(Print Name)

Date: ___/___/_____

Note:

*Delete if not applicable

** "all applicable taxes" includes value added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Any enquiries regarding bidding procedures may be directed to the following people:

Any SCM related enquiries may be directed to:

Name: Nonhlanhla Manukuza
Tele: 033-355 8893/8700
Email: nonhlanhla.manukuza@kzntransport.gov.za

Any technical related enquiries may be directed to:

Name: Zama Sibisi
Tele: 033 355 8659
Email: Zama.Sibisi.@kzntransport.gov.za

Failure to complete, sign and date the above form will result in the tender being considered as non-responsive.
A bidder whose price does not comply with the South African Road Passenger Bargaining Council remuneration rates shall be considered non-responsive

NOT APPLICABLE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……

……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid

APPLICABLE AT A QUOTATION STAGE

SECTION I: SBD6.1 - 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:

a) the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

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

1.2 To be completed by the organ of state:

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

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

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

a) Price; and

b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
Price	90
Specific Goals	10
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

1.7 **.)** 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:

80/20 or 90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

APPLICABLE AT A QUOTATION STAGE

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 (90/10 system) (To be completed by the tenderer)
APPLICABLE AT QUOTAION STAGE	APPLICABLE AT QUOTAION STAGE	APPLICABLE AT QUOTAION STAGE
APPLICABLE AT QUOTAION STAGE	APPLICABLE AT QUOTAION STAGE	APPLICABLE AT QUOTAION STAGE
APPLICABLE AT QUOTAION STAGE	APPLICABLE AT QUOTAION STAGE	APPLICABLE AT QUOTAION STAGE

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.

WITNESSES 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS ……..

SECTION J: SBD7.2 - CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

Bidding documents, *viz*
Invitation to bid;
Central Supplier Database
Pricing schedule(s); **(applicable at a quotation stage)**
Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;(**applicable at a quotation stage)**
Declaration of interest;
Special Conditions of Contract;
General Conditions of Contract; and
Other (specify)

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

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

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

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2 ……

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

An official order indicating service delivery instructions is forthcoming.

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

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

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……..

2 ……..

DATE: ……..

SECTION K: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

1.1. "**Closing time**" means the date and hour specified in the bidding documents for the receipt of bids.

1.2. "**Contract**" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. "**Day**" means calendar day.

1.8. "**Delivery**" means delivery in compliance of the conditions of the contract or order.

1.9. "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.

1.10. "**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. "**GCC**" means the General Conditions of Contract.

1.15. "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. "**Imported content**" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. "**Local content**" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. "**Manufacture**" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. "**Project site**" where applicable, means the place indicated in bidding documents.

1.21. "**Purchaser**" means the organization purchasing the goods.

1.22. "**Republic**" means the Republic of South Africa.

1.23. "**SCC**" means the Special Conditions of Contract.

1.24. "**Services**" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. "**Written**" or "**in writing**" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

1.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

1.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of Contract Documents and Information; Inspection.

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

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

7. Performance Security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

i) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
ii) a cashier's or certified cheque.

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, Tests and Analyses

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

1.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take

into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

1.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

11.2. Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R10 million.

12. Transportation

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

13. Incidental Services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare Parts

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

a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

b) in the event of termination of production of the spare parts:

i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the Supplier's Performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely

duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for Default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
b) if the Supplier fails to perform any other obligation(s) under the contract; or
c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

a) the name and address of the supplier and / or person restricted by the purchaser;
b) the date of commencement of the restriction
c) the period of restriction; and
d) the reasons for the restriction.

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

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

24. Anti-dumping and Countervailing Duties and Rights

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

25. Force Majeure

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

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

26. Termination for Insolvency

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

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

a. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SECTION L: SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

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

1. Contract Period

This contract will be a period of five (05) years

The Department reserves the right to terminate the contract should the awarded entity fail to fulfil its contractual obligation in terms of this contract.

2. Evaluation Criteria

2.1. There are two main stages in the evaluation process, namely, ensuring that bids comply with administrative Compliance and Mandatory requirements and the price

2.2. Note: Pricing will be considered at the quotation stage

Step 1 - Administrative Compliance

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

The following documentation must be submitted:

No.	Criteria			Yes	No	Remarks
1	Section A	Part A Part B	Invitation to Bid Terms and Conditions for bidding Special instructions regarding completion of bid			
2	Section B		Authority to sign			
3	Section C		Registration on central suppliers' database			
4	Section D		Declaration that Information on Central Suppliers Database is correct and up to date.			
5	Section E		Compulsory Official Briefing Session Form			
6	Section F		Pricing Schedule (SBD 3) (will be applicable at quotation stage)			
7	Section G		Declaration of interest (SBD4)			
8	Section H		Contract Form (SBD7)			

9	Section I	Preference points Claim Form (SBD6.1)) (will be applicable at quotation stage)			
10	Section J	Conditions of contract			
11	Section K	Special conditions of contract			
12	Section L	Record of addenda			
13.	Section M	Terms of reference/ Specification			

2.3 Routes Allocation

Routes allocation is not applicable at this stage as it will be allocated based on the routes approved by the Department of Education during the quotations invitation stage.

Step 2 - Mandatory Requirements

Bidders that do not comply with the mandatory requirements will be considered as non-responsive and disqualified from further evaluation.

1. The bidder must provide a valid operating license for public transport **(minibus, midi-bus and bus)** issued by a Recognized issuing regulatory authority in terms of the National Land Transport Act No 5 of 2009. The operating license must be in the name of the bidder or director/s of the company
2. The bidder must provide a bank statement which is not older than 7 days, in the name of a bidder, with a minimum amount of R300 000.00 at the time of closing. The bank statement must be a certified true copy of the original which depict transaction details for a period of one (1) month before the bid closing.
3. The bidder must provide a comprehensive/ detailed Contract Management Plan as per Page number 46 Paragraph *4* in the same document.
4. Proof of vehicle availability (Logbooks, Lease Agreement, or a confirmation letter from the bank for purchasing the required vehicles).
5. The bidder must provide a valid proof of registration with the South African Road Passenger Bargaining Council (SARPBAC) together with the bid document.

A tender that fails to meet any mandatory requirements stipulated above will be deemed non-responsive and the contract terminated

Should any of the above mandatory requirements be found to be fraudulent or fabricated, the bidder shall be disqualified.

Step 3 - Price and Preference Points System- (APPLICABLE AT A QUOTATION STAGE)

This invitation is issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations, 2022.

a) This bid is issued with 90/10 preference points system.

b) The applicable preference point system for this tender is 90/10 preference point system wherein 90 points will be allocated for price and 10 points will be allocated for specific goals as follows:

The specific goals allocated points in terms of this tender	Points	Acceptable Proof for Allocation of Points
Price	**[90]**	
Specific Goals:	**[10]**	
Total	**100**	

c) It is mandatory for tenderers to complete SBD 6.1 to claim the points for specific goals, failure to complete the SBD 6.1 shall be interpreted to mean that the points for specific goals are not claimed.

d) The responsive bidder will again be required to provide proof of bank statement with a minimum of R300 000 valid for seven (07) days before the allocation of routes. Once the responsive bidder has met all the requirements, the service provider will be awarded with the contract. Should the responsive bidder fail to meet this requirement, the bidder shall be disqualified. **(However, this requirement will only apply at the routes allocation stage)**

e) Salaries must be based / priced as per the minimum South African Road Passenger Bargaining Council (SARPBAC). The responsive bidders shall be required to submit Bargaining Council certificate within 30 days

f) Driver must produce valid PrDP verify validity

g) The bidder must submit Police Clearance quarterly,

h) Bidders are to provide evidence of availability of vehicles, lease agreement, or a confirmation letter from the bank for purchasing the required vehicles prior to allocation. Failure to provide such may lead to your allocation being passed over.

i) Proof of such insurance must be submitted to the Department prior to the commencement date of the services and the Operator must advise the Department in writing of any changes thereto and provide the Department with proof that such cover is in place on a monthly basis. Such insurance shall inter alia provide cover in respect of loss or damage suffered by reason of damage to property or death of or injury to any person resulting from an intentional or negligent act or omission by the Operator or its agents or servants in connection with the provision of the services.

3. OBJECTIVE CRITERIA :

- The department intends to create a panel of service providers for learner transport services and intends to award multiple service providers per district.
- The department reserves the rights in the allocation of works, and this will not be subject to the tendered price. Furthermore, the department will allocate routes according to budget availability.
- The department intends to appoint operators who hold operating license issued by the recognized authority.
- Each bidder will be assigned routes within their first-choice preferred district. However, the department reserves the right to allocate routes in the districts other than the preferred district.
- In order to achieve maximum allocation, a bidder that has been allocated work in one specific district will not be eligibleto be allocated work in another district irrespective of preference price until full rotation of service providers has been achieved.
- The size and number of vehicles (**buses, midibuses and taxis)** allocated per contract shall range from a minimum of five (5) and a maximum of twenty (20). No contract will exceed twenty (20) vehicles **irrespective of the type of vehicles**.
- All learner transport vehicles must be registered and tested for road worthiness within the Province of KwaZulu – Natal Successful bidders shall be required to have their vehicles registered and tested for road worthiness within the province of KZN, they will be given 6 months after the award for their contracted vehicles to be registered and tested... Should the bidder fail to comply with this requirement, during the contract period, this will lead to total termination of the contract.

4. DISTRICT SELECTION

- The department will apply a market - related (benchmark) rate to allocate routes across all districts, ensuring the feasibility and sustainability of operations.
- However, the department reserves the right to allocate routes in the districts other than the preferred district .

District	Primary Preferred District. Only one (01) box must beticked	Other preferred Districts two (02) boxes must be ticked
Amajuba		
eThekwini		
Harry Gwala		
Ilembe		
King Cetshwayo		
UMkhanyakude		
Ugu		
Umgundundlovu		
uMzinyathi		
uThukela		
Zululand		

5. NOTES TO BIDDERS

5.1 Bidders are not allowed to use an operating license,

- **That has already been used by another bidding entity**
- **That is held against a director/s in any other entity bidding for this bid.**

5.2 Bidders / Director/s that are found to use an operating permit in more than one bidding entity will be disqualified.

6. Appeal Tribunal (BAT)

The Bid Appeals Tribunal was established per the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

6.1. The bidder must, within five working days of receipt of the notification of an award, deliver written notification of an intention to appeal.

6.2. The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.

6.3. The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

6.4. The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.

6.5. Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days. The address provided for the lodging of appeals is:

a) Via email to:

Batsecretariat@kzntreasury.gov.za; or

b) Via post/hand delivery to:

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

SECTION M: RECORD OF ADDENDA.

RECORD OF ADDENDA TO QUOTATION /BID DOCUMENTS

The undersigned confirm that the following communications received from the Employer or his representative before the date of submission of this Quotation /Bid offer, amending the Quotation /Bid documents, have been considered in this Quotation/Bid offer. ***(Addenda can only be issued following approval from the Employer. The Employer's representative is not allowed to issue addenda to bidders without prior approval in terms of the SCM Delegations).***

ADDENDUM NO.	DATE	TITLE OR DETAILS

Signed	Date	
Name	Position	
Bidder		

Failure to complete, sign and date this form or failure to acknowledge receipt and effect changes of each Addendum issued shall result in the Quotation /Bid being considered non-responsive and rejected

Section N

Terms of Reference/ Specifications

1. COMMENCEMENT AND DURATION

1.1 The services will commence on the date determined by the Department after finalization of supply chain process

1.2 The duration for the contract will be five (05) years.

2. SERVICE SPECIFICATION

Service will be operated in terms of the routes that will be allocated at quotation stage by the Department of Transport.

2.1 Terrain and operating environment

Most of the roads to be operated on are gravel roads and in rural areas

2.2 Competitive modes of transport

There is no direct competitive mode for subsidized dedicated learner transport in identified areas.

2.3 Depots, terminals and bus parking

Only bus/minibus/ midi-bus stops and terminals authorized by the Municipality or by school are to be used by the Operator.

The Operator must find its own depot, parking areas or overnight facilities and these are not the responsibility of the Department

2.4 Vehicle specification

Buses/ Minibus Taxis to be used on this contract must conform to the requirements and regulations of the National Road Traffic Act, Act 93 of 1996, requirements and regulations of the National Land Transport Act, Act 5 of 2009 and application SABS specifications

Buses may not be older than 10 years.

Minibus and midibus taxis must comply with specifications and not be older than six (6) years)

Operator must make available substitute vehicles in the case of breakdown or any other unforeseen situation which might give rise to operating vehicle/s not being available (Provide detailed plan and vehicle details) on the contract management plan

Provide proof of arrangements for the financing and/or acquisition of the required vehicles as specified. If vehicles are available, copies of logbook/s must be provided. Indicate what vehicle will be leased/ purchased. All vehicles used for the provision of services must be registered and tested for roadworthiness within the province of KwaZulu Natal.

2.5 Vehicle Identification

All vehicles used for the provision of service must display vehicle identification indicating that learners are being transported. The Department shall prescribe the standard branding to be put on all contracted vehicles. The department reserves a right to put a branding display on contracted vehicles for identification purposes

2.6 Fares

This will be a 100% subsidized service. No passenger fares will be applicable.

3. CONTRACT MANAGEMENT PLAN

The Bidder must submit a detailed contract management plan which will contain the following information:

3.1 Detailed management structure for this contract

a) Proposed organizational structure;
b) Which staff categories and which will be full time and which will be part time;
c) The number and categories of staff not covered in terms of the bargaining council arrangements, (i.e. mostly staff on managerial level);
d) Recruitment and training of necessary personnel, if these are not already available.
e) A detailed driver skills program;
f) Provide a driver history and experience in professional driving.
g) Operating permit on main services or letter from relevant association confirming membership

3.2 The detailed plans that the Operator will implement in emergencies.

To be submitted prior to start of operation.

3.3 Key Performance Indicators,

Details of how the operator plans to meet KPI including,

- Departure and arrival points
- Departure and arrival times
- Passenger numbers
- Routes operated
- Number of trips operated
- Kilometres travelled
- Conditions of buses/taxis
- Punctuality of service (to and from)
- Adherence to routes
- Service performance
- Passenger verification
- Monthly statistics
- Passenger liability Insurance
- Driver fitness(possession and validity of professional driver permit)
- Roadworthiness of vehicles (including relevant permits and licenses)
- Client School and Passenger satisfaction

3.4 Reporting system

Details of how the Operator proposes to meet its reporting requirements under this contract, with full details of management control and information systems to be set up to ensure that its requirements are met in terms of the contract. Include detailed method of reporting customer complaints/issues

3.5 Stakeholder participation

Apart from the normal liaison between the Operator and Learners, provide detailed stakeholder participation strategy including, but not limited, Teachers, School governing bodies, Amakhosi, Parents, Transportation Committees. This must also include methods of gathering passenger satisfaction information and handling and responding to complaints

3.6 Vehicle and related matter

a) The Operator must submit a list of vehicle to be used on Form 1 which is to be provided to the successful bidders showing type of vehicles per vehicle category to be used for these services on the commencement date. Proof of arrangements for the financing and acquisition of the required vehicles as specified. If vehicles are available, copies of logbook. Indicate what vehicle will be leased/ purchased **(end user to attach form 1)**

b) How the vehicles will be maintained with details on whether maintenance will be done in-house. In this case, details must be provided on

- Inspection and maintenance strategies to be implemented; and
- Maintenance contracts with vehicle suppliers.
- Details on what is actually to be attended to by vehicle suppliers and if issues are excluded from this how those aspects will be addressed

c) All vehicles used on the contract must be fitted with tracking device, first aid kit and a form of approved two-way radio communication equipment capable of transmitting and receiving messages between vehicle(s) and a base station.

d) All vehicles used for subsidized dedicated learner transport must be registered in the province of KwaZulu-Natal.

4. CONTRACT RATES ALL-INCLUSIVE

4.1 The Operator must satisfy him- or herself as to the correctness and sufficiency of the contract rates stated in the Schedule of Quantities. Such rates shall, except in so far as is otherwise provided, cover all the Operator's obligations under the contract.

4.2 The Operator must allow for full compensation for all general preliminaries, all expenses incurred in complying with the Conditions and Specifications of the contract, all other costs, positioning kilometers as well as everything else necessary for the execution of the contract. The Operator's attention is drawn to the fact that the services may be varied during the contract period which could lead to an increase or decrease of monthly revenue kilometers. The Operator is also advised and must be aware that passenger numbers on the various routes may vary from time to time.

4.3 The Bidder is advised to take cognizance of the implications for its current and future labour forces of the fact that the contract period will only be for five (05) years.

4.4 **The rates must reflect the salaries as agreed at South African Road Passenger Bargaining Council**.

5. PROVISION OF SERVICES

5.1 The Operator shall for the duration of this agreement provide services in accordance with the timetable, routes and distances as specified in the allocation of routes by the department at quotation stage.

5.2 No amendments to the allocation of routes by the department at quotation stage are to be made unless initiated by the KwaZulu-Natal Department of Transport.

5.3 The performance of the service by the Operator shall be observed and inspected by the KwaZulu-Natal Department of Transport at its own discretion for compliance with the allocation of routes by the department at quotation stage

6. PAYMENT FOR SERVICES

6.1 Payment for services will be made electronically by the Department to the bank account of the Operator and the transport provider must complete and submit all necessary documentation to the KwaZulu-Natal Department of Transport.

6.2 The Operator shall be paid monthly for providing the services as will be specified in a contract, in terms of :

Payment amount = [(Rate per km x Km per month) + (Rate per vehicle per month x No of vehicles)] – Penalties

6.3 Actual route distances as agreed between the Operator and the KwaZulu-Natal Department of Transport shall be used to calculate revenue kilometres for each trip, provided always that the onus is on the Operator to prove that trips have been operated. The Operator will not be paid for positioning kilometres.

6.4 All claims must be accompanied with reports from vehicle tracking system

7. ESCALATION

7.1 Since the contract will be valid for five (05) year period, the annual Consumer Price Index (CPI) shall be utilised annually on the anniversary of the contract.

8. OPERATION OF SERVICES

8.1 Safety is of paramount importance in the transportation of learners to and from school each day. The Operator must ensurethat safe and reliable services are provided. This means the Operator must deliver a reliable service with drivers and vehiclesthat comply with all licensing and regulatory requirements and are well maintained, to ensure learners arrive at school on time and ready to learn.

8.2 The Operator will be required to exercise the highest degree of skill, care and diligence in the provision of the services and operate the services strictly in accordance with Specifications of Contract as adjusted from time to time, as well as the other relevant provisions of the contract, to the satisfaction of the KwaZulu-Natal Department of Transport.

8.3 The Operator will be required to comply with and strictly adhere to the KwaZulu-Natal Department of Transport's instructions and directions regarding the operation of the services.

8.4 The Operator will be required to take instructions and directions only from the KwaZulu-Natal Department of Transportor a duly Authorized Representative of the KwaZulu-Natal Department of Transport.

8.5 Depending on the requirements of the contract as to which type or combination of types of vehicles are to be provided by the Operator, the latter must provide for each trip a vehicle having the passenger capacity as specified in the tender forms that conforms fully with the requirements and attributes specified in the contract.

8.6 All contracted services will be monitored in a prescribed manner as determined by the KwaZulu-Natal Department of Transport

8.7 The Operator will be required to ensure that vehicle/s are operated according to safe operating practices which are as follows:

a) The operator of a learner transport vehicle shall not allow the number of learners travelling in the vehicle at any one time to exceed the legal carrying capacity.
b) No person shall operate a learner transport vehicle referred to in this section, nor knowingly allow any learner to ride in such vehicle unless the operator and all passengers are wearing a safety belt which is properly adjusted andfastened.
c) All doors shall be kept closed while the learner transport vehicle is in motion.
d) No re-fueling shall take place while any learner transport vehicle is occupied by learners
e) Any person who operates such a learner transport vehicle shall not permit the boarding or discharging of learnersthere from unless the vehicle is stopped as close as is practical to the left-hand side or edge of the road. The vehicleshall remain stationary after discharging passengers until such time as all persons who wish to cross to the other side have done so.
f) Drivers are prohibited from: smoking, consuming alcoholic beverages, using a cell phone, or any other activity that may interfere with the safe operation of the vehicle
g) Drivers are required to wear a safety belt at all times during vehicle operation. Doors should be firmly closed whentransporting learners.

h) Drivers should assist pupils who require assistance when entering and exiting the vehicle.
i) The driver must not leave the vehicle unattended while pupils are in the vehicle. This does not apply when a driverleaves the vehicle to assist pupils in entering and exiting the vehicle.
j) Only the driver may occupy the driver's seat.
k) The Operator of a learner transport vehicle shall not allow any learners to travel in the vehicle if not in-possessionof a learner transport ID card. Learner Transport ID cards must be issued by the allocated schools and must be in conjunction with the carrying capacity of the allocated vehicle.
l) Contracted vehicle to be dedicated to contracted service and not used for service outside the contracts

9. VEHICLE TRACKING AND COMMUNICATION

Proposal on the description and capability of electronic system / tracking system to be used to capture operational information including passenger data (to be put as part of contract management plan)

All vehicles to be used for dedicated learner transport services must be fitted with functional tracking devices (package to include access to reports), first aid kits and a form of approved two-way radio communication equipment capable (cell phones will be accepted) of transmitting and receiving messages between vehicle(s) and a base station.

The tracking device must always be able to provide information on the Key Performance Indicators in 4.3 In addition the tender must include a tracking system containing, but not limited, to the following capabilities/ Minimum outputs:

(a) Functioning in both rural and urban areas
(b) Capable of producing report on KPI required for payment of services
(c) Must be able to withstand robust usage, abuse and bumpy conditions
(d) Live data transfer capability
(e) Connection for integration with Vehicle Information System
(f) Accurate geographic location information
(g) Data must be available in a format that allows its interface with the department management and monitoring system
(h) The interface should be a standard SQL format
(i) Data sent must be date, time, km, latitude, longitude, speed, accelerometer reading, driver ID,
(j) Failed GPS data transmission should be stored and be retrievable
(k) Sending of backlog data handling
(l) Configurable delay on startup and shutdown of vehicle
(m) All vehicle must be fitted with tracking devise before commencement of service
(n) No claims will be paid without valid reports showing trips operated, routes, departure and arrival times, includingnumber of learners transported.

10. PENALTIES

10.1 The services shall be monitored and penalties will be imposed where there is non-compliance. Penalty categories shall be specified in a contract between the Department and the Operator.

10.2 The safety of learners is paramount and the contract for any operator found to have violated vehicle safety standards morethan once in a rolling three month period or has failed to address an identified safety violation within 24 hours will be immediately terminated. No learners may be transported in a vehicle with an identified safety violation.

11. OPERATING LICENSE S AND PERMITS

11.1 The Operator will ensure that it holds permits/ operating license s for the routes to be operated in terms of this contract and will undertake to relinquish these permits/ operating license s at the end of this contract should a new contract be negotiated or tenders be called for the services operated in terms of this contract and should the Operator not be the successful tenderer.

11.2 On expiry or termination of the contract, the Operator shall submit to the relevant regulatory entity all operating licenses and permits held for—

(a) cancellation should a subsequent negotiated contract be awarded to a different operator for the services; or

(b) amendment should such a contract be awarded to the Operator for the services or part thereof.

12. TERMINATION OF CONTRACT

12.1 Where the Operator has breached or failed to comply with any term of the contract, the KwaZulu-Natal Department of Transport may give the Operator at least 14 days' written notice to rectify the matter, and, if the Operator has not remediedthe breach within the said 14 days, without prejudice to any other rights, the KwaZulu-Natal Department of Transport shall, within 48 hours:

(a) terminate the contract and, if appropriate, claim damages, or
(b) institute a claim for damages and/or sue for specific performance against the Operator, and/or
(c) claim any other lawful remedy the KwaZulu-Natal Department of Transport may have.
(d) operator ceded its obligation under the contract

Where a vehicle being operated is found to be unroadworthy, the operator will be given 24 hour notice of termination, ifnot resolved, the contract shall be terminated.

13. CESSION AND DELEGATION

13.1 The Operator shall not cede his or her rights or delegate his or her obligations under the contract

13.2 No subsidized dedicated learner transport service shall be subcontracted unless otherwise declared in the bid or the department approves the subcontracting.

14. INSURANCE

14.1 The Operator must take reasonable steps to ensure the safety of passengers and property. The Department shall not be liable for any loss or damages resulting from damage to property or the death of or injury to any person which is caused byaccident, intentional or negligent act or omission of the Operator and the Operator hereby indemnifies the Department against all claims, demands, lawsuits, damages, costs (including attorney and client costs), charges and expenses whatsoever in this regard. Nothing contained in this provision shall, however, be deemed to render the Operator liable for,or to indemnify the Department against, any compensation or damages for or with respect to injuries or damage to personsor property resulting from any negligent act or omission done or committed during the currency of the contract by the Department or its servants or for or in respect of any claims, demands, lawsuits, damages, costs, charges and expenses in respect thereof or pertaining thereto.

14.2 The Operator must effect and maintain throughout the duration of the contract, at his or her own expense, passenger liability insurance cover to the value of at least R500,000 (five hundred thousand rand) per learner, per any one incident involving a learner transported by the Operator as part of the Learner Transport Programme and full comprehensive vehicle insurance based on the realistic market value of the vehicle(s) with an insurance company chosen by the Operator and acceptable to the Department, registered with the Financial Services Board established by the Financial Services Board Act, 1990, and registered in the Republic of South Africa in terms of the Short Term Insurance Act, 1998 or other applicable legislation.

15. INDEPENDENT CONTRACTOR

15.1 The Operator shall act as a contractor in his/her own right and not as an employee or agent of the KwaZulu-Natal Department of Transport and does not have the authority to bind the KwaZulu-Natal Department of Transport contractually to any other party.

16. SERVICES OUTSIDE THE CONTRACT

Vehicles contracted to dedicated learner transport services shall not be utilised for services outside the contract

17. CHOICE OF LAW

17.1 The law of the Republic of South Africa shall be applicable to this contract and any matter arising there from.The Operator shall abide by all applicable statutes, regulations, ordinances, by-laws and other laws and bindshimself to accept the jurisdiction of the courts of law of the Republic of South Africa in respect of any matter arising out of this contract.