



Western Cape Government • Wes-Kaapse Regering • URhulumente weNtshona Koloni

PROVINCE OF THE WESTERN CAPE

PROVINSIE WES-KAAP

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PROVINCIAL NOTICE

P.N. 178/2017

22 September 2017

WESTERN CAPE EDUCATION DEPARTMENT

INVITATION FOR PUBLIC COMMENT

The Western Cape Education Department hereby invites stakeholders to submit comments on the **Draft Learner Transport Bidding and Contract Document**.

Any person or organization wishing to comment on the content of the document is requested to submit the comments in writing by 10 November 2017—

- a) by posting the comments to:
Western Cape Education Department
Private Bag X9114
Cape Town
8000
(Attention: Mr A Lakey);
- b) by delivering the comments to:
Mr A Lakey
Office 23-20, 23rd floor
Golden Acre Building
Adderley Street
Cape Town
8000;
- c) by e-mailing the comments to:
wcedlts@westerncape.gov.za;
or
- d) by faxing the comments to:
086 778 5558 (Attention: Mr A Lakey).

The Draft Learner Transport Bidding and Contract Document is downloadable at the following web page—<https://wcedonline.westerncape.gov.za/documents/LTS>

Queries can be made to Mr A Lakey, tel.: 021 467 9244.

PROVINCIAL NOTICE

The following Provincial Notice is published for general information.

ADV. B. GERBER,
DIRECTOR-GENERAL

Provincial Legislature Building,
Wale Street
Cape Town.

PROVINSIALE KENNISGEWING

Die volgende Provinsiale Kennisgewings word vir algemene inligting gepubliseer.

ADV. B. GERBER,
DIREKTEUR-GENERAAL

Provinsiale Wetgewer-gebou,
Waalstraat
Kaapstad.

LTS BID DOCUMENTS: VOLUME 1

Reference: FILE number:
Enquiries:

Dear prospective bidder,

1. You are hereby invited to bid for requirements of the Western Cape Education Department (WCED) in respect of the service indicated below and you are encouraged to carefully read ALL information contained within this invitation and the bid documentation.

BID NUMBER :
BID DESCRIPTION :
CLOSING DATE AND TIME :
VALIDITY PERIOD :

2. To be eligible to submit a bid, a bidder must be registered on the Western Cape Supplier Database (WCSD) as well as on the Central Supplier Database (CSD) at bid closure. Failure to do so will render a bid non-responsive.
3. Bidders may contact Ariba Tradeworld at the Western Cape Supplier Helpdesk on 086 122 5577 or (021) 680 4666 / via email on supplierdatabase@ariba.com / via fax on (021) 441 1288 regarding the registration process. Currently registered bidders may update their status by contacting the Western Cape Supplier Helpdesk on the abovementioned contact details. Bidders not registered on the CSD are required to self-register on www.csd.gov.za. Assistance in this regard may be requested from the National Treasury on (012) 315 5509 / via email on csd@treasury.gov.za.
4. Responsive bids are bids that comply with the following requirements –
 - a) submit the official forms as downloaded from the National Treasury eTenders Portal (www.etenders.gov.za) or as issued by the relevant Education District Office. No documents will be issued by the WCED;
 - b) furnish all information as required in the bidding documentation;
 - c) bids must be tailored to conform to the advertised evaluation criteria;
 - d) submit ALL required supporting documentation;
 - e) if the bid is submitted by a consortium or joint venture, each party to the consortium or joint venture must be actively registered on the WCSD and the CSD;
 - f) the following documentation must be attached to the bid:
 - i) vehicle license and registration documents of all vehicles to be used on the routes. Bidders must ensure that these vehicles have the capacity to transport the number of authorised learners indicated in the bid documentation;
 - ii) where a bidder does not own a vehicle and leases it from the owner a lease agreement must be completed by both the lessee and lessor in the form attached to the bid documentation. Leasing vehicles does not constitute sub-contracting. Only if the bidder does not intend rendering the **entire service** itself, will this constitute sub-contracting;

LTS BID DOCUMENTS: VOLUME 1

- iii) the pricing schedule (WCB 3.5) must be completed and attached to all bids and in the event that it is not completed in full, the bid will be non-responsive; and
 - iv) a copy of the Master Registration Number (Supplier number) in order to enable the WCED to verify the bidder's tax status on the Central Supplier Database (CSD).
- g) should the bid be submitted by a consortium or joint venture, the bid must be submitted together with the consortium or joint venture's Memorandum of Understanding or Agreement outlining the roles and responsibilities of each party.

This bid contains a checklist to enable bidders to submit a responsive bid. It is incumbent upon each bidder to ensure that all the required documents are completed in their entirety and submitted with the bid by the closing date.

5. The bid documents include a WCB 4 Declaration of Interest Form as well as an Addendum. These documents must be completed in full and returned with the bid. The WCED will verify the information divulged within the WCB 4 Declaration of Interest Form and Addendum. Should it transpire that a bidder has submitted a false declaration, the remedies at the Department's disposal will be considered (a bid may be disqualified if a bidder has attempted to breach or have abused the supply chain management system).
6. The Preferential Procurement Regulations, 2017 effective from 1 April 2017 apply to this bid and bidders are required to acquaint themselves with these Regulations. Points for BBBEE status level of contribution will only be awarded to bidders who claim such points through the completion of the WCB 6.1 Preference Points Claim Form, in full (and which you are required to read in its entirety) and submit proof of such BBBEE status level of contribution, which can be in the form of any of the following –
- a) a BBBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS);
 - b) an affidavit confirming annual total revenue and level of black ownership together with the bid; or
 - c) an affidavit issued by the Companies Intellectual Property Commission (CIPC)
7. The General Conditions of Contract (GCC) and if applicable, any other special conditions of contract, which are reflected in the WCB 3.4 Specifications Compliance Schedule will prevail in this bid. Bidders are requested to refrain from setting their own conditions of contract as such bids will invariably be regarded as non-responsive to the bid invitation.
8. Bid documents must be deposited in the bid box situated at:

Ground Floor, Grand Central Towers
Lower Plein Street
CAPE TOWN

This bid box is accessible 24 hours a day, 7 days a week and is located as indicated above. The slot opening can be accessed from the street level and there is no need to enter the building to deposit the bid into the box. **If the bid is late, it will not be accepted for consideration.**

Only if the bid documents are too bulky to be deposited through the slot opening of the bid box, may bid documents be hand delivered to:

The Deputy Director: SCM Operations (Att: R Africa)
6th Floor, Room 603
Grand Central Towers
Lower Plein Street
Cape Town

Should a bidder opt to deliver its bid via courier, the onus remains with the bidder to ensure that the bid is submitted timeously and to the correct address.

LTS BID DOCUMENTS: VOLUME 1

10. Should the bidder have difficulties with the interpretation of certain clauses or requirements of the bid documents or the completion of forms, enquiries may be directed during office hours (08h00 – 15h30) to:
- Name:**
Telephone number:
Email address:
11. The outcome of the bid will be communicated to all bidders. Should a bidder not have received a response from the WCED in relation to the outcome during the validity period of the bid offer, bidders should refrain from directing enquiries to any WCED officials. The WCED will definitely communicate the outcome of the bid to all parties concerned.
12. In the event of a grievance, the aggrieved party must obtain the Grievance Review Application form from the WCED Supply Chain Management unit and complete it. Failure to adhere to the Grievance Review Process will result in unnecessary delays and communication. The following process is applicable pre and post award –
- 12.1 Pre-award process:
File a grievance within ten (10) business days after becoming aware of the basis of the grievance. However, this must be done within the stipulated validity period of the bid.
- 12.2 Post-award process:
File a grievance within fourteen (14) business days after becoming aware of the basis of the grievance. However this must be done before the commencement of the contract with the successful bidder.
13. Where possible the appointed Grievance Review Committee will strive to complete the review process within thirty (30) calendar days of receipt of such grievance. The Accounting Officer or his/her delegate may extend any time period set out above in exceptional circumstances or on the basis of fairness.

Yours faithfully

ASSISTANT DIRECTOR: SPECIFICATIONS & QUOTATIONS
DATE:

LTS BID DOCUMENTS: VOLUME 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE EDUCATION DEPARTMENT			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION:			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD 7).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT:

GROUND FLOOR, GRAND CENTRAL BUILDING, LOWER PLEIN STREET, CAPE TOWN

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			
	CSD No:		
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	BBBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No		<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
TICK THE APPLICABLE BOX	<input type="checkbox"/>	A BBBEE VERIFICATION CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	AN AFFIDAVIT CONFIRMING ANNUAL TOTAL REVENUE AND LEVEL OF BLACK OWNERSHIP TOGETHER WITH THE BID	
	<input type="checkbox"/>	AN AFFIDAVIT ISSUED BY COMPANIES INTELLECTUAL PROPERTY COMMISSION (CIPC)	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBBEE]

LTS BID DOCUMENTS: VOLUME 1

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

LTS BID DOCUMENTS: VOLUME 1

PART B

TERMS AND CONDITIONS FOR BIDDING (WCBD1)

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: BUSINESS REGISTRATION / DIRECTORSHIP / MEMBERSHIP / IDENTITY NUMBERS; TAX COMPLIANCE STATUS AND BANKING INFORMATION FOR VERIFICATION PURPOSES. BBBEE CERTIFICATE OR SWORN AFFIDAVIT FOR BBBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: BUSINESS REGISTRATION / DIRECTORSHIP / MEMBERSHIP / IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. BBBEE CERTIFICATE OR SWORN AFFIDAVIT FOR BBBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / CSD NUMBER.</p> <p>2.5 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

LTS BID DOCUMENTS: VOLUME 1

WESTERN CAPE EDUCATION DEPARTMENT (WCED)**BID (OFFER) AND CONTRACT FOR THE PROVISION
OF LEARNER TRANSPORT TO PUBLIC SCHOOLS**

BID NUMBER:	<input type="text"/>
VALIDITY PERIOD AND DATE:	<input type="text"/>
CLOSING DATE/TIME:	<input type="text"/>
ADVERTISING DATE:	<input type="text"/>
ROUTE DESCRIPTION AND GPS CO-ORDINATES:	<input type="text"/>
RETURN DISTANCE (KMS):	<input type="text"/>
NUMBER OF LEARNERS:	<input type="text"/>
EDUCATION DISTRICT:	<input type="text"/>
MUNICIPAL AREA:	<input type="text"/>
CONTRACT PERIOD:	<input type="text"/>
CONTRACT COMMENCEMENT DATE:	<input type="text"/>

I, *(full names and surname)* _____ the
undersigned certify and declare that:

LTS BID DOCUMENTS: VOLUME 1

- (a) The information furnished in this bidding document is true and correct.
- (b) I am granting the WCED permission to check my tax compliance status at any time during the bidding process and/or during the tenure of the contract should my bid be accepted as the successful bid by the WCED.
- (c) I accept that the WCED may reject my bid or act against me (not limited to the provisions of the general conditions of contract) should this declaration prove to be false.
- (d) Should my bid be accepted, I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.
- (e) The points claimed, based on the BBBEE status level of contribution indicated in this bid and the submitted certificate qualifies the bidding entity for the preference shown.
- (f) The preference points claimed are in accordance with the general contract conditions contained in Volume 3 of the bid documents.
- (g) In the event of a contract being awarded as a result of points claimed based on the BBBEE status level of contribution the bidder may be required to furnish documentary proof to the satisfaction of the WCED that the claims are correct.
- (h) If the BBBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the WCED may, in addition to any other remedy –
 - (i) disqualify the bidder from the bidding process;
 - (ii) recover costs, losses or damages incurred or suffered as a result of the bidders conduct;
 - (iii) cancel the contract and claim any damages suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (iv) restrict the bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 (ten) years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (v) forward the matter for criminal prosecution.

ENTITY NAME:

(the name of the bidding entity (i.e. company, close corporation, joint venture, consortium) must be stated here and not the name of the person completing the bid document. If the name recorded here does not match the trade or legal names of the bidding entity as registered on the two databases, the bid will be invalid).

AUTHORISED SIGNATORY

NAME IN PRINT:

DATE:

CAPACITY IN TERMS OF WHICH THIS BID IS SIGNED

(In the case of a joint venture or consortium, the authorised signatory must sign alternatively all parties to the joint venture or consortium are required to sign if one party has not been granted signing rights)

SIGNED AT (ADDRESS):

.....

LTS BID DOCUMENTS: VOLUME 1**Witnesses:**

- 1.**
- 2.**

LTS BID DOCUMENTS: VOLUME 2

BIDDING AND CONTRACT DOCUMENT**VOLUME 2: INTERPRETATION AND DEFINITIONS****1. INTERPRETATION**

The provisions contained herein shall apply to the interpretation of the Bid Documents Volumes 1 to 6. These interpretation provisions shall not be repeated again in any of the other Volumes, except in Volume 5 which contains the SLA.

- 1.1 Unless specifically otherwise provided, any number of days prescribed will be determined by excluding the first and including the last day.
- 1.2 In this document, unless the context indicates a contrary intention, a word or expression which denotes –
 - 1.2.1 any gender shall include the other genders;
 - 1.2.2 a natural person shall include juristic persons and vice versa; and
 - 1.2.3 the singular shall include the plural and vice versa.

2. DEFINITIONS

The definitions contained herein shall apply to Volumes 1 to 6 of the Bid Documents. These definitions shall not be repeated again in any of the other Volumes, except in Volume 5 which contains the SLA.

- 2.1 “**Adult Supervisor**” means an adult person of 21 (twenty one) years or older who remains on a Vehicle during the conveyance of pre-primary and primary school Learners and who is to ensure the safety of such Learners;
- 2.2 “**Applicable Law**” means South African law and any of the following, from time to time, to the extent that it applies to a Party, or the Services –
 - 2.2.1 Any South African statute, regulation, policy, by-law, directive, notice or subordinate legislation;
 - 2.2.2 the common law;
 - 2.2.3 any binding court order, judgment or decree;
 - 2.2.4 any applicable South African industry code, policy or standard enforceable by-law; or
 - 2.2.5 any applicable direction, policy or order that is given by a South African regulator having the force of law;
- 2.3 “**Authorised Learner**” means those Learners authorised by the Department to make use of the Services on the Routes and are listed on the Register of Authorised Learners;
- 2.4 “**Authorised Stop**” means a pick-up or drop-off point authorised by the Department in the Bid Documents;

Initials of the authorised representative of the bidder	Initials of witness 1 _____
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LTS BID DOCUMENTS: VOLUME 2

- 2.5 “**BBBEE**” means broad-based black economic empowerment as contemplated in the Board-Based Black Economic Empowerment Act 53 of 2003;
- 2.6 “**Bid Documents**” means the set of documents issued by the WCED comprising of Volumes 1 to 6 relating to the Services to be rendered in respect of the Routes;
- 2.7 “**Bid Response**” means the submitted documentation from the Service Provider in response to the bid invitation contained in the Bid Documents;
- 2.8 “**Bidder**” means any natural or legal person submitting a bid; upon acceptance of the Bidder’s bid by the WCED (upon acceptance of the award to the Bidder, all references to Bidder will include Service Provider and vice versa);
- 2.9 “**Business Day**” means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa;
- 2.10 “**Calendar Day**” means any day of the week and includes weekends and statutory public holidays in the Republic of South Africa;
- 2.11 “**Calendar Month**” means the period of time that begins on the 1st (first) Calendar Day of any given month and shall consist of the number of Calendar Days in such month, ending on the last Calendar Day of the same month;
- 2.12 “**Claim Form**” means the prescribed forms and certificates which are to be completed, signed and submitted by the Service Provider in support of its monthly claim;
- 2.13 “**Claim Month**” means from the 16th (sixteenth) Calendar Day of each Calendar Month or the first School Day thereafter to the 15th (fifteenth) Calendar Day of the next Calendar Month or the last School Day prior to the 15th (fifteenth), excluding weekends, public holidays and school holidays;
- 2.14 “**Closing Date**” means the date specified in the bid invitation and/or in the Bid Documents by which time a Bid must be delivered to the Head Office to qualify for consideration;
- 2.15 “**Code of Conduct**” means the document prepared by the Service Provider, in the form of Annexure “J” contained in Volume 6 of the Bid Documents and provided to the Department on the Commencement Date, that sets out the manner in which drivers and Adult Supervisors are to act in respect of Learners and render the Services;
- 2.16 “**Commencement Date**” means the date on which the Services will commence in terms of the SLA;
- 2.17 “**Contract**” means the agreement, which has been entered into in writing between the Bidder and the WCED, which includes the Bid Documents, the bid invitation, the Specifications, the letter of acceptance, the SLA and the Service Level Schedule;
- 2.18 “**Contract Rate**” means the tariff per kilometre per Learner category for which the Service Provider will be paid for providing the Services as from the Commencement Date;

Initials of the authorised representative of the bidder

Initials of witness 1 _____

LTS BID DOCUMENTS: VOLUME 2

- 2.19 “**CSD**” means the Central Supplier Database;
- 2.20 “**District Office**” means the regional office of the WCED where a Learner transport route is situated;
- 2.21 “**Driver’s Licence**” means a license issued to an individual to legally drive a Vehicle as more fully set out in the NRTA;
- 2.22 “**EFT**” means payment, by electronic funds transfer, for learner transport services rendered by the Bidder, directly into his designated bank account as is recorded on the central supplier database;
- 2.23 “**Emergency**” means a situation which is beyond the control of the Service Provider, and which includes strikes, stay-aways, riots, *vis maior*, and which makes the provision of the Services or part thereof impossible;
- 2.24 “**GCC**” means the General Conditions of Contract issued by National Treasury which is annexed to the Bid Documents as Annexure “A” in Volume 6;
- 2.25 “**Head of Department**” means the head of and accounting officer of the Department;
- 2.26 “**Head Office**” means the central office of the WCED which is situated in Cape Town;
- 2.27 “**Initial Termination Date**” means the date that falls on the last Calendar Day of the last School Term in which the 7th (seventh) anniversary of the Commencement Date falls;
- 2.28 “**Learner**” means a Learner as defined in SASA that have been approved by the WCED to be transported on the Route and as more fully set out in the Bid Documents;
- 2.29 “**Learner Transport Policy**” means the National Learner Transport Policy, Government Gazette 39314, Government Notice 997, 23 October 2015;
- 2.30 “**Learner Transport Scheme**” means subsidised Routes for the provision the Services as identified and approved by the WCED;
- 2.31 “**NLTA**” means the National Land Transport Act 5 of 2009;
- 2.32 “**NRTA**” means the National Road Traffic Act 93 of 1996;
- 2.33 “**Operating Licence**” means a licence required by section 50 of the NLTA and granted and issued in accordance with the NLTA and its regulations which is necessary to enable the Service Provider to provide the Services in terms of the Contract, and where the Service Provider is already in possession of such licence before the Commencement Date, includes any renewal, amendment or transfer of such licence necessary to enable him or her to provide the Services;
- 2.34 “**Overpayment**” means a payment made in excess of what is due to the Service Provider;

Initials of the authorised representative of the bidder	Initials of witness 1 _____
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LTS BID DOCUMENTS: VOLUME 2

- 2.35 **"Parties"** means the WCED and the Bidder or Service Provider, as the case may be;
- 2.36 **"Positioning kilometres"** means kilometres travelled by a Vehicle with or without passengers:
- 2.36.1 from a depot to the starting point of a Route;
- 2.36.2 from the end of a Route to the depot;
- 2.36.3 from the end of the Route to the starting point of a Route for a second trip (only applicable for Routes with a single distance of 12 km or less);
- 2.37 **"PPPFA"** means the Preferential Procurement Policy Framework Act 5 of 2000;
- 2.38 **"Preferential Procurement Regulations"** means the Preferential Procurement Regulations, 2017 issued in Government Gazette 40553, Regulation 32 of 2017 dated 20 January 2017 effective from 1 April 2017;
- 2.39 **"PRE"** means the Provincial Regulatory Entity or any other provincial regulatory authority vested with the power to issue Operating Licenses;
- 2.40 **"Preference"** means those preferences provided for in terms of the PPPFA and its Regulations;
- 2.41 **"Principal"** means an educator appointed or acting as the head of a School to which the Service Provider provides Services;
- 2.42 **"Professional Driving Permit"** means a permit issued to certain classes of drivers as more fully set out in the NRTA and its regulations;
- 2.43 **"Register of Authorised Learners"** means the register kept by a school Principal in which the details of Authorised Learners qualifying for and using the Learner Transport Scheme are indicated;
- 2.44 **"Return Distance"** means the distance from the first pick-up point on the Route to the last School on the Route, multiplied by two;
- 2.45 **"Revenue Kilometres"** means kilometres actually operated on approved Routes for which the Bidder is entitled to compensation in terms of the Contract;
- 2.46 **"Road Accident Fund"** means the fund created in terms of the Road Accident Fund Act 56 of 1996 for the payment of compensation in accordance with the Road Accident Fund Act for loss or damage wrongfully caused by the driving of motor vehicles;
- 2.47 **"Roadworthy Certificate"** means a certificate issued in terms of section 42 of the NRTA confirming that a Vehicle complies with various requirements and may be driven on a road;

Initials of the authorised representative of the bidder

Initials of witness 1 _____

LTS BID DOCUMENTS: VOLUME 2

- 2.48 **"Route"** means the Learner transport route stretching from the first pick-up point to the last drop off point on such Route and as more fully set out in the Bid Documents;
- 2.49 **"SASA"** means the South African Schools Act 84 of 1996;
- 2.50 **"School"** means a public School as defined in the South African Schools Act 84 of 1996 and which School is situated in the Western Cape Province;
- 2.51 **"School Day"** means a day on which Schools are open for learning during School Terms and excludes weekends and public holidays of the Republic of South Africa;
- 2.52 **"School Term"** means a portion of the academic year in which Schools hold classes;
- 2.53 **"Service Level Schedule"** means the document annexed to the SLA which more fully sets out the details regarding the Services to be provided by the Service Provider; the terms of which are contained in the Specifications and Special Conditions of Contract which is contained in Volume 4 of the Bid Documents;
- 2.54 **"Service Provider"** means the Bidder whose Bid has been accepted by the WCED for the provision of Learner transport services in terms of the provisions of the Contract (before acceptance of the Bidder's bid by the WCED, all references to Service Provider will include Bidder and vice versa);
- 2.55 **"Services"** means the transportation of Learners along a Route by specified Vehicles at specified times and frequencies and stopping at specified locations in accordance with the Specifications, Special Conditions of Contract, SLA and the Service Level Schedule;
- 2.56 **"SLA"** means the Service Level Agreement entered into between the WCED and the Service Provider which also constitutes special conditions of contract as contemplated in the GCC;
- 2.57 **"Special Conditions of Contract"** means all terms and conditions relevant to this Bid as contained in the Contract, the SLA and the Service Level Schedule entered into between the Service Provider and the WCED;
- 2.58 **"Specifications"** means the Specifications as set out in Volume 4 of the Bid Documents in which the Routes, distances, Services, fares, time tables, performance criteria, stops and any additional related information are described;
- 2.59 **"Term"** means the duration of the Contract between the WCED and the Service Provider;
- 2.60 **"Time Schedule"** means a schedule approved by a Principal, indicating all departure times from points of origin and intermediate points as well as arrival times at destinations on each Route for School Days;
- 2.61 **"Validity Period"** means the period for which a bid is to remain valid and binding for consideration and acceptance as indicated in the Bid Documents. The period is calculated from the bid closing time and the bid shall remain in force and binding until the close of business on the final day of the period. If the final day does not

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LTS BID DOCUMENTS: VOLUME 2

coincide with a Business Day, the bid is to remain valid and binding until the close of business on the following Business Day;

2.62 “**VAT**” is an acronym for Value Added Tax levied in terms of the Value-Added Tax Act 89 of 1991;

2.63 “**Vehicle**” means a motor vehicle designed or adapted for the conveyance of not less than ten (10) Learners (including the driver), by means of which the Bidder proposes to provide the Services and includes –

2.63.1 “bus” which means a bus as defined in the NRTA (designed or modified to carry more than 35 (thirty five) persons including the driver) and includes a double decker bus, standard bus, maxi-bus, bus-train and bi-articulated bus;

2.63.2 “minibus” which means a motor vehicle designed or modified solely or principally for conveying more than 9 (nine) but not more than 16 seated persons, including the driver;

2.63.3 “midibus” which means a motor vehicle designed or modified solely or principally for conveying more than 16 (sixteen) but not more than 35 (thirty five) persons, including the driver, and for the purposes of the NRTA is a type of sub-category of bus;

2.63.4 “standard bus” which meaning a bus with a capacity of not less than 58 (fifty eight) persons and not more than 70 (seventy) seated persons;

2.63.5 “maxi-bus” which means a bus with 3 (three) axles and a seating capacity of between 71 (seventy one) and 90 (ninety) passengers, including the driver;

2.63.6 “bus-train” which means a bus-train as defined in the regulations to the NRTA, which–

2.63.6.1 consists of two sections connected to form a unit;

2.63.6.2 can swivel in a horizontal plane at the connection between such sections;

2.63.6.3 is designed or adapted solely or principally for the conveyance of the driver and at least 100 (one hundred) other persons; and

2.63.6.4 has a continuous passageway over the length thereof;

2.63.7 “bi-articulated bus-train” which means a bus which–

2.63.7.1 consists of three sections connected to form a unit;

2.63.7.2 can swivel in a horizontal plane at the connection between such sections;

2.63.7.3 is designed or adapted solely or principally for the conveyance of the driver and at least 116 (one hundred and sixteen) other persons; and

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- 2.63.7.4 has a continuous passageway over the length thereof;
- 2.63.8 Or any other Vehicle adapted according to the latest requirements of the South African Bureau of Standards, the Standards Act 29 of 1993, the NRTA and its regulations, or any other Applicable Law;
- 2.64 “**Vehicle Licence**” means the licencing and registration document issued to the owner of a Vehicle as more fully set out in the NRTA and relevant provincial laws and regulations and municipal by-laws;
- 2.65 “**Volume**” means Volumes 1 to 6 of the Bid Documents;
- 2.66 “**WCED**” means the Western Cape Education Department which includes the Head Office, District Office, Principal and public ordinary Schools; and
- 2.67 “**WCSD**” means the Western Cape Supplier Database.

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LTS BID DOCUMENTS: VOLUME 3

VOLUME 3: CONDITIONS OF CONTRACT FOR LEARNER TRANSPORT SCHEMES**1. INTRODUCTION**

- 1.1 The Bidder's Bid Response constitutes an offer by the Bidder for Learner transport services in the Western Cape Province to the WCED. After acceptance thereof by the WCED through the issuing of a WCBD 7.1 contract form, followed by a letter of acceptance forwarded to the successful Bidder, it shall become a binding Contract between the Bidder and the WCED. It should be noted that until signature of the WCBD 7.1 contract form by the WCED and the acceptance thereof by the Bidder no contract will have come into existence and no obligations will ensue between the WCED and the Bidder.
- 1.2 The completion of all portions of this Contract, where provided for, including its Annexures, are compulsory, and the WCED will reject an incomplete Bid as being non-responsive.
- 1.3 Attaching all documents required in terms of this Bid is a prerequisite for lodging a valid bid with the WCED.
- 1.4 All Annexures must be signed by the Bidder and where requested all supporting documents must be certified, except where originals are requested.
- 1.5 The checklist of documents annexed as Annexure "J" is to assist the Bidder to complete and submit a valid bid and must also be fully completed by the bidder.

2. BID (OFFER) FOR LEARNER TRANSPORT SERVICES

- 2.1 The Bidder shall duly complete and sign WCBD 1, attached to Volume 6 of the Bid Documents as Annexure "B".
- 2.2 In addition, the Bidder shall furnish details of its ownership and management structure, as provided for in Annexure "C" attached to Volume 6 of the Bid Documents.
- 2.3 Notwithstanding anything to the contrary contained herein, the Bidder agrees that the WCED retains the right not to accept the lowest, highest or any bid, or to only accept part of any bid for a lesser period than advertised.

3. PROVISIONS RELATING TO BIDDERS

- 3.1 It is the aim of the WCED to afford all Bidders a fair and equitable opportunity to compete for this bid.
- 3.2 A proper evaluation process is therefore of great importance to determine the capacity and ability of the Bidder.
- 3.3 The information required by the WCED will assist the Bidder to make a self-assessment and it will assist the WCED to evaluate the Bidder.
- 3.4 The WCED reserves the right to carry out physical inspections, at any reasonable time, in order to validate any or all of the information provided by the Bidder and/or during the Term. These inspections may be repeated at any reasonable time during the Term.
- 3.5 As the bid is awarded on the information provided by the Bidder at the time of bid closure, the Bidder must maintain his status quo for the Validity Period of the bid and Term. Should any deviation or changes occur during the Validity Period in respect of, but not limited to, the Vehicles at its disposal for purposes of performing its obligations in terms of this bid, the Bidder must inform the WCED before the Closing Date and in the case of such deviation or change during the Term, immediately. Failure to advise the WCED as aforesaid, of any deviation or change in the Bidder's circumstances, both financially and otherwise, will entitle the WCED to reject the bid, alternatively, terminate the Contract.

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LTS BID DOCUMENTS: VOLUME 3

- 3.6 The Bidder may furnish additional information in writing, and attach it as an annexure to the back of this bid, duly signed, when submitting the bid.
- 3.7 All information provided in this bid is of critical importance, which the Bidder acknowledges.
- 3.8 The Bidder must be financially self-sufficient to pay all costs including salaries for the first 60 (sixty) Calendar Days from the Commencement Date. The first payment made by the District Office may only take place after 60 (sixty) Calendar Days from the Commencement Date. However, as a general rule, all payments have to be made within 30 (thirty) Calendar Days of receipt of a valid claim and the WCED will endeavour to do so throughout the Term.
- 3.9 The Bidder must indicate its compliance with the Specifications listed in Volume 4 of the Bid Documents. These Specifications are mandatory and failure to comply will invalidate the bid.

4. PROVISIONS RELATING TO BUSES AND DRIVERS

- 4.1 The Bidder warrants that the Vehicles indicated in Annexure “D” are in proper working order, licensed, roadworthy and available and will be used to fulfil the Bidder’s obligations in terms of the Contract.
- 4.2 The Vehicles are to be used exclusively for Learners on the Route, during pickup and drop off times in the mornings and afternoons on School Days as determined by the Principal. These Vehicles can only be substituted with the prior written approval of –
- 4.2.1 the Principal in the case of a temporary replacement; and
- 4.2.2 the Head Office (Sub-directorate: Learner Transport Schemes) in the case of a permanent replacement.
- 4.3 Any substituted Vehicles must have a Roadworthy Certificate. If any of the Vehicles indicated in Annexure “D” are already being used on any other existing Learner Transport Scheme, overlapping the Commencement Date of the Contract, the bid will not be considered.
- 4.4 The Bidder must submit proof, by no later than the Closing Date of the bid, that the necessary Vehicles are registered in its name. Should the Bidder not have sufficient Vehicles registered in its name, but offer leased Vehicles, the Bidder shall submit a lease agreement together with the Bid, in the format of Annexure “I” annexed to Volume 6 of the Bid Documents, clearly indicating that it has the unconditional right to use the Vehicles for the duration of the Contract.
- 4.5 Failure to complete the schedule as contained in Annexure “D” of the bid shall invalidate the bid.
- 4.6 The Bidder shall be responsible for complying with all contractual and statutory requirements in respect of the Vehicles and drivers used by the Bidder.

5. ROUTE INSPECTION

- 5.1 Prior to bidding, the Bidder must inspect the Route to familiarise itself with the Route, the conditions of the roads and distances. Bidders must indicate any discrepancies in the Route description and distance in a covering letter, which must be submitted with this bid. Bidders must make provision in their bid prices for higher maintenance costs due to poor road conditions, where applicable.
- 5.2 Has the Bidder inspected the Route prior to bidding? (Please tick the appropriate box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

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LTS BID DOCUMENTS: VOLUME 3

6. EXPERIENCE

The Bidder must complete Annexure “E” attached to Volume 6 of the Bid Documents relating to its experience in the transport industry.

7. STATUTORY AND CRITICAL REQUIREMENTS

7.1 Certified copies of the following documentation must be submitted to the Head Office, District Office and/or Principal on written request –

7.1.1 Public company: CM registration documents, reflecting the names of all directors.

7.1.2 Private company: CM registration documents, reflecting the names of all directors and shareholders.

7.1.3 Close corporation: CK1 or CK2 documents.

7.1.4 Copy of partnership agreement and in the case of joint ventures and consortia, a memorandum of understanding recording the full particulars of such relationship.

7.1.5 Copy of the letters of authority in the case of trusts.

7.2 Upon conclusion of the SLA, the Bidder must provide copies of valid Driver’s Licences with Professional Driving Permits for all drivers employed by the Bidder and who will be used to render the Services in terms of the Contract.

7.3 Valid Vehicle Licences and Roadworthy Certificates must be attached to the Bid Response for all Vehicles listed in Annexure “D” of Volume 6 of the Bid Documents.

7.4 All Vehicles must comply with all Applicable Law.

7.5 To participate in this tender, your business must be actively registered on the WCSD as well as the CSD. Active registration entails that a Bidder’s tax clearance certificate issued by the South African Revenue Services and WCB4 Declaration of Interest (which documents are only valid for 12 (twelve) Calendar Months from their date of issue) must be valid on the WCSD. The WCED will use the master registration number (supplier number) that the Bidder is required to submit with its bid to verify its tax compliance status on the CSD at the award phase.

7.6 All information provided in terms of this section will be verified by the WCED.

7.7 Unless specifically directed otherwise, where documentation is required, such documentation must be the original or duly certified copies thereof.

7.8 The Preferential Procurement Regulations will apply to this bid and Bidders are required to acquaint themselves with such Regulations. Points for BBBEE status level of contribution will only be awarded to Bidders who claim such points through the completion of WCB4 6.1 (preference points claim form) in full (and which is required to be read in its entirety) and submit proof of such BBBEE status level of contribution, which can be in the form of the following:

- a) a BBBEE verification certificate issued by a verification agency accredited by the South African Accreditation System;
- b) an affidavit confirming annual total revenue and level of black ownership together with the bid; or
- c) an affidavit issued by the Companies and Intellectual Property Commission.

7.9 Bidders shall ensure that all Vehicles and drivers at all times comply with the provisions of the NRTA, NLTA and any other Applicable Law with which provisions they acknowledge they are fully acquainted with.

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- 7.10 The Bidder shall submit any valid Driver's Licences and Professional Driving Permits when requested to do so by representatives of the WCED or law enforcement officials.
- 7.11 The Bidder shall submit additional information regarding the Contract as and when requested to do so by the Head Office and/or District Office and/or Principal.

8. UTILISATION OF VEHICLES ON OTHER LEARNER TRANSPORT ROUTES

- 8.1 Have any of the Vehicles indicated in Annexure "D" of Volume 6 of the Bid Documents been offered on any other Learner transport bid still under consideration or against any other bid with the same Closing Date as this bid? (Please tick the appropriate box)
- | | |
|-----|----|
| YES | NO |
|-----|----|
- 8.2 Are any of the Vehicles indicated in Annexure "D" of Volume 6 of the Bid Documents being utilised on any other current Learner transport contracts with the WCED? (Please tick the appropriate box)
- | | |
|-----|----|
| YES | NO |
|-----|----|
- 8.3 If the response to paragraphs 8.1 and/or 8.2 is yes, the following section must be completed –

Complete the table below if Vehicles indicated in Annexure "D" of Volume 6 to the Bid Documents have been offered on other bids still under consideration or on other bids with the same Closing Date as this Bid			
Bid No.	No./Contract	Closing Date	Vehicle registration No.

9. CONTRACT PERIOD

The Term of the Contract shall be for the period indicated in clause 1 of the Specifications unless a lesser period is determined by the WCED at the award phase.

10. BID EVALUATION CRITERIA

- 10.1 The evaluation of all bids is based on –
- 10.1.1 compliance with all the provisions specified in the Bid Documents;
 - 10.1.2 the validity of all documents that are required to be submitted with the Bid Response;
 - 10.1.3 prices offered in terms of Annexure "F" contained in Volume 6 of the Bid Documents and the total points allocated to each compliant Bidder in terms of the preference point system of the Preferential Procurement Regulations pertaining to the PPPFA.
- 10.2 The lowest acceptable bid that conforms to the Specifications forms the basis to calculate price points for all other compliant bids received. To this is added preference points which are claimed in terms of the Preferential Procurement Regulations and as supported by a valid BBBEE status level of contribution certificate as referred to in paragraph 7.8 above. These points can only be

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LTS BID DOCUMENTS: VOLUME 3

allocated provided that the applicable claim form contained in Annexure “H” of Volume 6 of the Bid Documents has been duly completed and signed by the Bidder.

- 10.3 In terms of Regulation 6(8) of the Preferential Procurement Regulations, only the Bidder scoring the highest total number of points may be selected.
- 10.4 The WCED may, in terms of Regulation 13(1) of the Preferential Procurement Regulations, prior to the award of a bid, cancel a bid if -
- 10.4.1 due to changed circumstances, there is no longer a need for the Services; or
 - 10.4.2 funds are no longer available to cover the total envisaged expenditure; or
 - 10.4.3 no acceptable tenders are received; or
 - 10.4.4 there is a material irregularity in the tender process.
- 10.5 For the purposes of this bid, the following points categories will be used in the 80/20 point system of the Preferential Procurement Regulations –

POINTS	SCORE
Price	80
BBBEE status level contribution	20
Total points for Price and BBBEE must not exceed	100

11. ALLOCATION OF LEARNER TRANSPORT FUNCTIONS TO SCHOOL GOVERNING BODIES

The Head Office (Sub-directorate: Learner Transport Schemes) retains the right to allocate the function of paying for Learner transport services as contemplated in section 21 of the South African Schools Act 84 of 1996 to a School governing body to administer with financial support from the WCED.

12. PENALTIES

The Services shall be monitored and penalties will be imposed as set out in the Specifications.

13. PAYMENT

- 13.1 The payment for Learner Transport Schemes shall be in accordance with the Learner Transport Policy which provides that remuneration to a Service Provider shall be for the total kilometres travelled. As such, no Service Provider will be paid per Learner conveyed but rather will be paid per kilometre travelled per day. If for any reason a trip is not made by the Service Provider, no remuneration will be paid to the Service Provider.
- 13.2 The Bidder shall bid a tariff per Learner category in Annexure “F” contained in Volume 6 of the Bid Documents. Although bids will be evaluated based on the actual Learner number indicated in this Bid, the WCED may increase or decrease the amount of Learners from time to time in line with the requirements of the Schools included on the Route.
- 13.3 The Bidder shall indicate a price for the entire contract period in Annexure “F” contained in Volume 6 of the Bid Documents and shall make provision for increases in operating expenditure between years. Bidders should take note that the tariffs indicated in Annexure “F” contained in Volume 6 of the Bid Documents must remain firm for the duration of the Term.

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- 13.4 Payments shall be made in accordance with the Specifications and Special Conditions of Contract, in the following way –

Payment amount = (equals)

(Tariff for applicable Learner category X (multiplied by) Return Distance of Route X (multiplied by) number of School days in a Claim month) – (less) penalties

14. INSURANCE

- 14.1 The Bidder must take reasonable steps to ensure the safety of passengers and property. The WCED shall not be liable for any loss or damages resulting from damage to property or the death of or injury to any person which is caused by an intentional or negligent act or omission of the Bidder or its agents or employees when rendering the Services.
- 14.2 The Service Provider shall obtain public liability insurance, which is to the satisfaction of the WCED and in particular to cover claims that may lead to liability resulting from incidents not covered by the Road Accident Fund, at its own cost commensurate with the risks associated with rendering the Services.

15. CESSION AND TERMINATION OF LEARNER TRANSPORT CONTRACT

- 15.1 The Head Office (Directorate: Procurement Management) reserves the right to cede and delegate to the School concerned its rights and obligations in terms of the Contract, in which case the School shall replace the WCED as party to the Contract. The WCED further undertakes in such cases to give the Service Provider proper notice of such cession and delegation.
- 15.2 Should the Head Office (Directorate: Procurement Management) determine that there is no longer a need for the Services, it reserves the right to cancel the Contract on one School term's written notice to the Service Provider.
- 15.3 The Service Provider shall not transfer, cede, delegate, and assign the Contract or part thereof without the prior written approval of the Head Office (Directorate: Procurement Management), which shall not be unreasonably withheld, nor shall the Service Provider abandon the Contract.
- 15.4 Approval to transfer, cede, delegate or assign the Contract within 3 (three) months after conclusion thereof shall only be granted by the Head Office Directorate: Procurement Management) in compelling circumstances.
- 15.5 In terms of Regulation 12(1) of the Preferential Procurement Regulations, a Bidder to whom a Contract is awarded may only enter into a subcontracting arrangement with the approval of the relevant organ of state. In such instances, Regulation 12(3) of the Preferential Procurement Regulations provides that the Service Provider may not subcontract more than 25% of the value of the Contract to any enterprise that does not have an equal or higher BBBEE status level of contribution than that of the Service Provider, unless the Contract is subcontracted to an emerging micro enterprise that has the capability and ability to execute the subcontract.

16. COMPLIANCE WITH STATUTORY REQUIREMENTS

The Service Provider must comply with all Applicable Law and in particular, the following –

- NLTA;
- NRTA;
- The South African Schools Act 84 of 1996;
- The Employment Equity Act 55 of 1998;
- The Basic Conditions of Employment Act 75 of 1997; and

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- The Labour Relations Act 66 of 1995.

17. FORCE MAJEURE

- 17.1 Should circumstances, which were not foreseeable with reasonable foresight or unavoidable with reasonable care, arise which delay or have the potential to delay the rendering of the Services, whether in whole or in part, the Service Provider must advise the WCED thereof as soon as possible.
- 17.2 Neither the WCED nor the Service Provider shall be liable for a failure to perform any of its obligations insofar as it proves –
- 17.2.1 that the failure was due to an impediment beyond its control;
- 17.2.2 that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of the Contract; and
- 17.2.3 that it could not reasonably have avoided or overcome the impediment or its effects.
- 17.3 An impediment, as aforesaid, may result from events such as the following (this list is not exhaustive) –
- 17.3.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;
- 17.3.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
- 17.3.3 explosions, fires, destruction of machines, of factories and of any kind of installations;
- 17.3.4 acts of authority, whether lawful or unlawful, part from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.
- 17.4 Relief from liability for non-performance by reason of the provisions contained herein shall commence on the date upon which the party seeking relief gives notice of the impediment relied upon, and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 60 (sixty) Business Days, either of the parties shall be entitled to terminate this Agreement.

18. FRAUD

- 18.1 If, at any time during the Term, the WCED reasonably determines that the Service Provider or its members or employees has, in respect of the Contract –
- 18.1.1 acted dishonestly and/or in bad faith; and/or
- 18.1.2 made any intentional or negligent misrepresentation to the WCED whether at the time of the bid evaluation, in the completion of the Bid documents or in the execution of the Contract;

then the WCED shall be entitled by written notice to the Service Provider to forthwith terminate the Contract. The Service Provider may also be held liable for any costs incurred by the WCED to make good the loss of Services that were supposed to be rendered by the Service Provider.

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19. CANVASSING, GIFTS, INDUCEMENTS AND REWARDS

19.1 If the WCED is of the opinion that –

19.1.1 A Bidder, in relation to the obtaining of the Contract with the WCED, or a Service Provider, in relation to the execution of the Contract with the WCED, has or has caused to be promised, offered or given to an official, employee or any other person any bribe, commission, gift, loan, advantage or any other consideration whatsoever; or

19.1.2 The Bidder or Service Provider or any enterprise or person with whom the Bidder or Service Provider is actively associated or, where the Bidder or Service Provider is a company or partnership, any manager, director or any person who wholly or partly exercises or may exercise control over such a company or partnership, has acted fraudulently or in bad faith or in any improper manner in the obtaining of or in the execution of the Contract with the WCED, the Western Cape Government, a public body or company or firm or person; or

19.1.3 If the entity mentioned in paragraph 19.1.1, in conducting its business, has contravened or neglected to comply with any statutory requirements and as a result thereof has been found guilty of a criminal offence;

19.2 Then the WCED may –

19.2.1 in the case of a Bidder, reject any of its bids; and

19.2.2 in the case of a Service Provider, cancel the Contract without prejudice to any other remedies it may have.

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20. BREACH & REMEDIES

20.1 Should a Service Provider –

- 20.1.1 cease or be unable for any reason whatsoever to conduct its business in an ordinary or regular manner, except in the instance of force majeure, and fails to remedy such situation within a period of 7 (seven) Business Days' written notice from the WCED calling on it to remedy the situation; or
- 20.1.2 abandon, transfer, assign, cede, delegate or sub-contract the Contract or purport to abandon, transfer, assign, cede, delegate or sub contract the Contract without the prior written approval of the Head Office (Directorate: Procurement Management); or
- 20.1.3 breach any term of the Contract and fails to remedy such breach within a period of 7 (seven) Business Days' written notice from the Head Office (Directorate: Procurement Management) calling on it to do so,

the Contract will be terminated summarily.

20.2 Notwithstanding the above, the following breaches are regarded as serious and will lead to cancellation of the Contract if –

- 20.2.1 Learners are dropped off late at School in the morning or picked up late after School in the afternoon more than 3 (three) times in a Calendar Month or as a regular occurrence;
- 20.2.2 Learners have to stand in overloaded buses;
- 20.2.3 the Bidder does not transport the Learners and does not inform the Principal or make alternative arrangements;
- 20.2.4 the drivers should jeopardise the lives of the Learners being transported by, for example, driving the Vehicles while intoxicated with alcohol or other illegal substances or suffer from any medical condition precluding him/her from operating a Vehicle or rendering him/her unfit to do so;
- 20.2.5 the Bidder uses the same Vehicle on different Routes;
- 20.2.6 the Bidder uses unlicensed or unroadworthy Vehicles;
- 20.2.7 the Department becomes aware that a driver does not have a valid Driver's License and Professional Permit; and
- 20.2.8 the Bidder does not have his Vehicle tested for roadworthiness as required by the NRTA or on request by the WCED.

20.3 If any term or condition as stated in this Contract is breached, the WCED shall have the right –

- 20.3.1 to claim specific performance on 7 (seven) Business Days' written notice to the Bidder, alternatively claim damages from the Bidder in terms of the Contract, and shall further have the right upon any period of delay to forthwith arrange for the execution of the Service not rendered or not rendered in conformity with the Contract by another entity;
- 20.3.2 to immediately cancel the Contract and claim damages from the Bidder;
- 20.3.3 in the event of the WCED availing itself of the remedies provided for in paragraph 20.3.1 above, the Service Provider shall bear any adverse difference in price of the said Services and these amounts plus any other damages which may be suffered by the WCED shall be paid by the Service Provider to the WCED immediately on written demand, or the WCED may deduct such amounts from moneys otherwise payable to

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the Service Provider in respect of Services rendered or to be rendered in terms of the Contract or in terms of any other contract or any other amount due to the Service Provider by the WCED; and/or

- 20.3.4 in the event of the Contract being terminated by the WCED, the Service Provider shall be liable to pay to the WCED any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation and the WCED shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the Contract or any other contract that the WCED may have with the Service Provider.

21. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

- 21.1 In the event of the death of a Service Provider, or the provisional or final sequestration of his/her estate, or of the surrender of his/her estate, or of his/her reaching a compromise with his/her creditors, or of the provisional or final liquidation of a Service Provider, or the placing of its affairs under judicial management, the Head Office (Directorate: Procurement Management) may, without prejudice to any other rights it may have –

- 21.1.1 immediately after becoming aware thereof, cancel the Contract and accept any of the bids which were submitted originally with that of the Service Provider or any offer subsequently received to complete the Contract, provided that the estate of the Service Provider shall not be relieved from liability for any claim which has arisen or may arise against the Service Provider in respect of Services not rendered by him in terms of the Contract, and the WCED shall have the right to hold and retain all or any of the securities and retention moneys held by it at the date of the aforesaid occurrence until such claim has been satisfied; or
- 21.1.2 allow the executor, curator, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the Service Provider to carry on with and complete the Contract; or
- 21.1.3 in the event of the executor, curator, trustee, liquidator or judicial manager, opting to continue with the Contract, it shall give notice to make provision to the satisfaction of the WCED for the fulfilment of such requirements within 14 (fourteen) Business Days of the occurrence mentioned in paragraph 21.1. Should no executor, trustee, liquidator or judicial manager be appointed, the WCED may apply any remedy open to it in terms of the Contract as if a breach thereof had taken place.

22. DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

Annexure “G” contained in Volume 6 of the Bid Documents relating to a Bidder’s declaration of interest, past supply chain management practices and independent bid determination must be completed in full and signed by the Bidder in the presence of a Commissioner of Oaths.

23. CLAIM OF PREFERENCE POINTS

The Bidder is to fully complete Annexure “H” contained in Volume 6 of the Bid Documents, in terms of the Preferential Procurement Regulations, insofar as the form is applicable to the Bidder. Preference points cannot be awarded unless Annexure “H” contained in Volume 6 of the Bid Documents is completed in full and signed by the Bidder.

24. CHECKLIST

The Bidder is required to complete in full and sign the checklist at Annexure “J” contained in Volume 6 of the Bid Documents.

Initials of the authorised representative of the bidder _____	Initials of witness 1 _____ Initials of witness 2 _____
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LTS BID DOCUMENTS: VOLUME 3

THUS DONE AND SIGNED AT _____ ON _____ in the presence of the undersigned witnesses:

Witnesses:

1.....

2.....

.....
FOR AND ON BEHALF OF THE BIDDER (duly authorised representative or in the case of a joint venture or consortium, the authorised signatory must sign or else all parties are required to sign if one party has not been granted signing rights)

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

LTS BID DOCUMENTS: VOLUME 4

VOLUME 4: SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT**SPECIFICATIONS****1. COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

- 1.1 The services shall commence on **[insert]** or such later date as may be agreed to in writing between the parties.
- 1.2 The duration of the Contract shall be from **[insert date]** or such later date as may be agreed to in writing between the parties and will terminate on the last official School Day of the **[insert]** School Term of the **[insert]** academic year.

2. SERVICES TO BE PROVIDED**2.1 Learners**

- 2.1.1 The transport services provided are only for **[insert]** authorised learners. No additional Learners may be transported unless approved in writing in accordance with the Special Conditions of Contract.
- 2.1.2 Should the Service Provider indeed transport any additional Learners without having been informed in writing that their inclusion was approved, the Service Provider may not include such Learners in the Claim Form as the Service Provider will not be paid for such transportation.
- 2.1.3 Where Grade R Learners are approved for a specific period, such Learners may not be transported when the new school year commences as their inclusion as mainstream Learners is subject to approval through the requisite processes. Should the Service Provider indeed transport such Learners, the same conditions as in 2.1.2 above apply.

2.2 Routes

- 2.2.1 The Route is described by the place names of the origin and destination, as well as the names of the authorised pick-up points. These pick-up points may change during the Term and the Service Provider will be consulted on such variation.
- 2.2.2 As some of the Services might be operated in rural areas, there may be no street names in the Service area and the names of the stopping points are not necessarily shown on any map of the area, but are common locally known names.
- 2.2.3 The Return Distance and description of the Route is listed below:

Return distance: (insert) km

Route (insert): From

Initials of the authorised representative of the bidder

Initials of witness 1 _____
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LTS BID DOCUMENTS: VOLUME 4

- 2.2.4 The authorised pick-up or drop-off points can be found at the following GPS co-ordinates:

Pick-up or drop-off point	GPS co-ordinates

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

LTS BID DOCUMENTS: VOLUME 4

DETAILED SPECIFICATIONS**FOR THE PROVISIONING OF LEARNER TRANSPORT SERVICES TO THE DEPARTMENT**

All Bidders must complete this form by ticking the box 'Yes, will comply' or 'No, does not / will not comply' in respect of each specific Specification. Failure to complete this document properly or in full shall render the bid unresponsive and as such it shall not be adjudicated.

All of these Specifications must be complied with in order for the Bidder to be considered for this bid.

	SPECIFICATION	YES, WILL COMPLY	NO, DOES NOT / WILL NOT COMPLY
A.	VEHICLES AND LICENSES		
1.	The Service Provider shall apply for the necessary Operating License for the Route at the PRE immediately upon receiving the contract documentation and such licenses must be available by the Commencement Date in respect of all Vehicles that are approved for the Route.		
2.	If there is any delay in the granting of the Operating License, the Service Provider shall notify the Department in writing as soon as the Service Provider becomes aware of such delay and undertakes to ensure that it complies with all the requirements set out by the PRE for purposes of applying for and being granted the Operating Licenses. If the Service Provider is unable to obtain the necessary Operating Licenses for the Routes by the Commencement Date, the Department may cancel the Contract or postpone the commencement of the contract in writing		
3.	It is the responsibility of the Service Provider to ensure that each Vehicle listed on Annexure "D" of Volume 6 of the Bid Documents has a valid Vehicle License and Roadworthy Certificate by the bid closure date. Copies of such certificates are to be provided with the Bid Response upon submission to the Head Office (Directorate: Procurement Management).		
4.	Service Providers are to update the Roadworthy Certificates as and when required to do so in terms of the Applicable Law. Copies of updated Roadworthy Certificates are to be provided to the District Office and the Principal once issued by the relevant authority and/or on demand from the Head Office, the District Office or the Principal. The Service Provider acknowledges that it has a continuous responsibility to ensure that Roadworthy Certificates are updated as required from time to time in accordance with the Applicable Law.		
5.	The Service Provider must be willing to make its Vehicles available for inspections and/or spot checks conducted by the Head Office, District Office and/or the Principal or external verification agency (e.g. Auditor-General) from time to time.		
6.	Service Providers may not, under any circumstances, use a		

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

LTS BID DOCUMENTS: VOLUME 4

	Vehicle to render the Services that is not roadworthy and does not have a valid Roadworthy Certificate or not covered through the Operating Licence.		
7.	If a Service Provider refuses to withdraw a Vehicle that is not roadworthy from use until it receives a Roadworthy Certificate, the Department may arrange alternative transport for the Learners. The costs associated with this will be for the account of the Service Provider and will be set off against any monies owed to the Service Provider. Continued failure to provide a Roadworthy Certificate or use Vehicles that are not roadworthy may be grounds for cancelling the Contract with the Service Provider.		
8.	When replacement Vehicles are approved for use in writing and in accordance with the terms and conditions of the SLA, the Service Provider is to ensure that those Vehicles are properly licensed and roadworthy in accordance with the Applicable Law and to provide copies thereof to the District Office and the Principal on approval of the use of the new Vehicles and/or on demand from the Department.		
9.	The Service Provider shall ensure that each driver it will be using to drive the Vehicles has a valid appropriate class of Driver's License and Professional Driving Permit to transport Learners. Copies of Driver's Licenses or Professional Driving Permits of all drivers used by the Service Provider are to be provided to the Principal on the Commencement Date. If new, temporary or contract drivers are used during the Term, the Service Provider shall ensure that these drivers have valid appropriate class Driver's Licenses and Professional Driving Permits and shall provide copies thereof to the Principal within 24 (twenty four) hours of the new drivers rendering Services and/or on demand from the Principal.		
10.	The Department may request, in writing, any information and/or documentation from the Service Provider in respect of the Operating Licenses, the Roadworthy Certificates, Vehicles Licenses and Driver's Licenses and Professional Driving Permits. Such information must be provided to the WCED, in writing, within 2 (two) Business Days from the date of the request.		
11.	If the WCED becomes aware during the Term that a driver does not have a valid Driver's License and Professional Driving Permit, the WCED will be entitled to terminate the Contract with the Service Provider summarily.		
12.	The Bidder must submit with this bid, a statement on Annexure "D" of Volume 6 of the Bid Documents showing what Vehicles will be available for the Services immediately upon the award of the contract on the signing of the WCDB 7.1 (Contract form).		
13.	Only the Vehicles reflected on Annexure "D" of Volume 6 of the Bid Documents may be used by the Bidder to render the Services.		
14.	In the event that any Vehicles are not roadworthy or unlicensed, the Service Provider shall, at its own expense, arrange for the use of alternative roadworthy Vehicles with a similar type and class of Vehicles to ensure that the Services are rendered without delay, on time and in accordance with the Time Schedule. Such replacements are subject to the approval of the relevant Principals on the Temporary Vehicle Replacement Form. These Vehicles shall not be used to permanently replace the Vehicles		

Initials of the authorised representative of the bidder

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Initials of witness 2 _____

LTS BID DOCUMENTS: VOLUME 4

	on Annexure "D" of Volume 6 to the Bid Documents and are to be used for a maximum of 90 (ninety) Calendar Days.		
15.	The Service Provider must ensure that all Vehicles used to render the Services are at all times affixed with a legible sign indicating as follows: THIS VEHICLE IS CONTRACTED TO TRANSPORT LEARNERS OF THE WESTERN CAPE EDUCATION DEPARTMENT: REPORT BAD DRIVING TO TEL. 086 45 46 47		
16.	Vehicles damaged in accidents must be repaired prior to being used to render the Services to transport Learners. Any costs associated with this shall be for the account of the Service Provider.		
17.	Vehicles with hard seats are not permitted to be used.		
18.	Vehicles are to be clean inside and outside when they leave the first point of departure at the beginning of the School Day.		
19.	Learners may only be transported in Vehicles manufactured and registered for the transportation of passengers. The Service Provider may thus not use a truck (or any other similar mode of transport) that has been enclosed and equipped with seats or an ordinary sedan car to transport Learners.		
B.	THE ROUTE		
1.	No changes may be made to the Route without the prior written approval of the Head Office (Directorate: Procurement Management). Principals and District Offices are not authorised to make any Route changes unless there is an emergency that requires an unexpected Route change which has to be ratified by the Head Office (Directorate: Procurement Management).		
2.	Except for Routes with a single distance of 12 km or less, the Service Provider must transport the Learners together as one group. The Service Provider is only allowed to make a double trip with the same Vehicle if the single distance of the Route is 12 km or less.		
C.	TIME SCHEDULE AND TRIPS		
1.	The Service Provider must ensure that the Time Schedule as determined in writing with the Principal of each School is strictly adhered to.		
2.	The Time Schedule may only be amended in writing by the Principal in consultation with the Service Provider.		
3.	The Service Provider may not cancel any scheduled trips unless the provisions contained in the SLA and the Service Level Schedule have been complied with. The Service Provider shall ensure that to the best of its ability all scheduled trips take place as required.		
D.	DRIVERS AND ADULT SUPERVISORS: CODE OF CONDUCT		
1.	The Service Provider must prepare a Code of Conduct for its drivers and Adult Supervisors which is to set out the manner in which they are to act in respect of Learners and in rendering the Services. A copy of the Code of Conduct is to be provided to the Department on the Commencement Date in the form of Annexure "I" of Volume 6 of the Bid Documents and must, at		

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	the very least, contain the provisions provided for in the Special Conditions of Contract.		
2.	It is the responsibility of the Service Provider to ensure that drivers and Adult Supervisors adhere to the Code of Conduct and that the Code of Conduct makes provision for appropriate action to be taken against drivers and Adult Supervisors who fail to comply with the provisions of the Code of Conduct.		
3.	Drivers and Adult Supervisors are to treat Learners with respect and courtesy at all times and are responsible for the safe transportation of Learners to and from their Schools.		
4.	Learners shall not be subjected to verbal abuse or any form of assault, attempted assault or threats of assault by the driver or Adult supervisors.		
5.	If drivers or Adult supervisors become aware of problematic or disrespectful Learners, this must be brought to the attention of the relevant Principal in writing so that it can be dealt with by the Principal in accordance with the South African Schools Act 84 of 1996. Discipline of Learners is not the responsibility of the Service Provider or his / her drivers or Adult supervisors and the Service Provider and his / her drivers or Adult supervisors may not attempt to discipline Learners unless the conduct of the Learner on a Vehicle has the potential, so judged by a reasonable person, to cause an accident and/or affect the safety of the other Learners on the Vehicle and/or the driver of the Vehicle and/or the Adult Supervisor. A verbal reprimand of a Learner is permitted.		
6.	Drivers and Adult Supervisors shall not smoke whilst Learners are being transported nor may a driver or Adult Supervisor offer and/or provide cigarettes to any Learners.		
7.	No driver or Adult supervisor may consume alcohol or drugs prior to driving a Vehicle or while driving a Vehicle.		
8.	No driver who is on medication that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners may be allowed by the Service Provider to transport Learners in the rendering of the Services.		
9.	No driver, who suffers from an illness that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners, may be allowed by the Service Provider to transport Learners in the rendering of the Services.		
10.	The Service Provider and/or drivers and/or Adult Supervisors shall not levy any charge to Learners, their parents or caregivers for the rendering of the Services.		
E. LEARNERS			
1.	Only Authorised Learners may be transported by the Bidder on the Route.		
2.	Learners may only be picked up from and dropped off at pick up and drop off points contained in the Specifications.		
3.	Where Vehicles are used to transport Learners that are not full and have the capacity to carry additional Learners, the Service Provider shall pick up and drop off additional Learners as notified to do so by the Head Office (Directorate: Procurement Management) in writing.		
4.	Every Learner, irrespective of age, shall have a seat on a Vehicle he/she is being transported in and no Learner may be standing in a Vehicle whilst in motion. The number of Learners, plus the driver and Adult Supervisor		

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	transported in a Vehicle, may not exceed the licenced seating capacity indicated on the licence and roadworthy disc of the Vehicle. The provisions of Regulation 231 of the National Road Traffic Regulations, 1999 of the RTA, which determines that in the case of Learners younger than 13 years, 3 (three) passengers shall be taken as requiring 2 (two) seats, shall not apply when transporting Learners for the WCED in terms of the Contract.		
5.	The Service Provider shall ensure that Learners exit the Vehicles on the left-hand side thereof only. In the event of a Vehicle having exit doors on both the left and right-hand side thereof, the Service Provider shall keep the right-hand door locked at all times to prevent Learners from exiting the Vehicle on the right-hand side.		
F.	ROAD SAFETY		
1.	Service Providers must ensure that all rules of the road are strictly adhered to at all times and drivers must take the utmost care to ensure the safety of Learners at all times when rendering the Services.		
2.	The Services provided by the Service Provider must comply with all licensing and regulatory requirements and all Applicable Law must be adhered to at all times.		
G.	VARIATIONS		
1.	The Services may only be varied in accordance with the provisions of the SLA.		
2.	Any variations made to the Services that do not comply with the SLA shall not be valid and have no legal consequences. Thus the Department will not be liable for any variations made that do not comply with the SLA and in particular shall not be liable for the costs associated with such variation.		
H.	WARRANTIES		
1.	The Service Provider warrants to the Department that it shall comply with all Applicable Law, in particular all law, regulations, by-laws and policies relating to road safety, at all times during the Term.		
2.	The Vehicles filled in on Annexure "D" of Volume 6 of the Bid Documents are warranted by the Service Provider as the Vehicles that will be used to render the Services and the Service Provider warrants that it shall take all steps necessary to ensure that the Vehicles are roadworthy and properly licensed by the bid closure and throughout the Term of the Contract.		
I.	PAYMENT FOR THE SERVICES		
1.	The Service Provider will only be compensated for the daily authorised Return Distance of the Route.		
2.	Service Providers must invoice the Department on a monthly basis for Services rendered in the preceding Claim Month and a failure to do so will result in a penalty being levied against the Bidder.		
J.	GENERAL		
1.	The Service Provider must provide a consistent and reliable Service to the Department to ensure that Learners are transported to and from School and that Learners are available at the School for teaching by the time the School Day begins.		
2.	In the event that a Vehicle transporting Learners is involved in an accident or collision, the Service Provider must on the same		

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Initials of witness 1 _____
Initials of witness 2 _____

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	day notify the Principal telephonically thereof and provide the Department and the Principal with a full written report containing amongst others, the details of what occurred, how it was dealt with, what the cause (or suspected cause if the cause is not yet ascertainable) was and who was injured and/or killed within 2 (two) Business Days of the accident or collision occurring.		
3.	Any accident or collision that occurs when a Vehicle of the Service Provider is transporting Learners must be reported immediately or at least as soon as possible to the nearest South African Police Station and the relevant case number and details must be provided to the District Office and the Principal within 5 (five) Calendar Days of the accident or collision occurring.		

SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract will form the basis of the Service Level Schedule that will be annexed to the Service Level Agreement which will form the basis for the manner in which the Bidder shall render Services to the Department once the Contract is awarded.

1. GENERAL SERVICE REQUIREMENTS

- 1.1. The WCED and any person authorised by it shall at all reasonable times have access to all Vehicles, workshops and offices of the Service Provider for the purpose of monitoring service quality and general inspection. The Service Provider must assist in providing the WCED with the necessary access to ensure that such inspection is possible even in instances where access is to be granted by a third party. The WCED and the Auditor-General of South Africa shall at all reasonable times have access to the financial statements and other relevant documentation of the Service Provider.
- 1.2. The Service Provider must exercise the highest degree of skill, care and diligence in the provision of the Services and operate the Services strictly in accordance with the Specifications, Special Conditions of Contract, Bid Documents and the SLA once executed, to the satisfaction of the WCED.
- 1.3. The Service Provider must comply with and strictly adhere to the Head Office, and/or the District Office and/or the Principal's (as the context indicates) instructions and directions regarding the operation of the Services.
- 1.4. The Service Provider shall not, by its acts or omissions, do anything that would damage the reputation and integrity of the WCED and/or the Western Cape Government whilst rendering the Services.
- 1.5. The Service Provider must ensure that all written and oral communication it has with Schools and members of the public regarding the delivery of the Services is helpful, timely and professional. The Service Provider shall acknowledge and record all written or emailed complaints or correspondence it receives regarding the delivery of the Services and may be requested to provide the Head Office, and/or the District Office and/or the Principal as the context indicates, with copies of such correspondence.
- 1.6. Should the Service Provider become aware of circumstances or problems which have prevented it, are preventing it or will prevent it from providing the Services, the Service Provider must, by the following School Day after becoming so aware, advise the Head Office and/or the District Office and/or the Principal (as the context indicates) in writing of such circumstances or problems and also indicate the manner in which the provision of the Services were, are or will be influenced thereby, if applicable.
- 1.7. The Service Provider may be required to submit any relevant information other than that which is covered in the Specifications, Special Conditions of Contract and Bid Documents that may reasonably be required from time to time by the WCED which may be relevant and the Service

Initials of the authorised representative of the bidder	Initials of witness 1 _____ Initials of witness 2 _____
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Provider must endeavour to provide such information as soon as is reasonably possible.

- 1.8. In addition to any statutory obligations, the Service Provider must, upon becoming aware of its occurrence, verbally report to the District Office and Principal any accident in which persons have been injured or killed. This must be followed by a written report containing full details of the occurrence by the following Business Day of the occurrence taking place.
- 1.9. The Services provided by the Service Provider must comply with all licensing and regulatory requirements and all Applicable Law must be adhered to at all times.
- 1.10. If it is the view of the Service Provider that a particular pick up or drop off point is unsafe or poses a risk to the safety of the Learners, the Service Provider must notify the District Office as soon as possible in writing and stating the facts of the matter so that the parties can discuss the matter and the way forward.

2. VEHICLES AND LICENCES

2.1 Operating License –

- 2.1.1 The Head Office (Directorate: Procurement Management) will notify the PRE of the award of the bid to the Service Provider and the Routes applicable to the award.
- 2.1.2 Upon concluding the Contract with the Department by signing WCDB 7.1, the Service Provider shall immediately apply for the necessary Operating License for the Route; which Operating License must be obtained by the Commencement Date and a copy thereof provided to the District Office and the Principal.
- 2.1.3 It shall be the Service Provider's responsibility to apply timeously to the PRE for the necessary Operating Licences, or amendments to existing Operating Licences, as the case may be, covering the Route and all approved Vehicles unless the Service Provider is already in possession of such Operating License for the Route and Vehicles.
- 2.1.4 If there is any delay in the granting of the Operating License, the Service Provider shall notify the Head Office (Directorate: Procurement Management) in writing as soon as the Service Provider becomes aware of such delay and undertakes to ensure that it complies with all the requirements set out by the PRE for purposes of applying for and being granted the Operating License.
- 2.1.5 If for any reason the Service Provider has not obtained the Operating License or necessary amendments to an existing Operating Licence by the Commencement Date, and the WCED in its discretion after consultation with the Service Provider decides that it is unlikely that the Service Provider will obtain the Operating License in time to render the Services on the Commencement Date, the Department may –
 - 2.1.5.1 cancel the Contract after having given 7 (seven) Business Days' notice of its intention to do so, in which event the Parties shall be entitled to restitution with no claims against each other, unless the Service Provider was in bad faith or the failure to obtain Operating Licences timeously or at all, was due to the Service Provider's fault or negligence; or
 - 2.1.5.2 postpone the Commencement Date on written notice to the Service Provider.
- 2.1.6 At the end of the Term, or if the Contract is terminated for whatsoever reason, the Service Provider is required to undertake and not oppose any applications for Operating Licences made by other service providers who may obtain contracts from the WCED to continue the Services in so far as they relate to the Routes.
- 2.1.7 The Service Provider must immediately or by the following Business Day of the occurrence of any of the following events notify the Head Office, District Office and / or the Principal in writing of the details thereof –

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2.1.7.1 any revocation, suspension or refusal to renew any Operating Licence or permit necessary for the provision of the Services, and

2.1.7.2 the imposition of any condition upon such Operating Licence or permit or any other circumstances which would prevent the Service Provider from providing the Services.

2.2 Roadworthy Certificate –

2.2.1 It is the responsibility of the Service Provider to ensure that it obtains a Roadworthy Certificate for each Vehicle to be used for rendering the Services and as listed on Annexure “D” annexed to Volume 6 of the Bid Documents by bid closure and in accordance with the Applicable Law and to provide copies of such certificates with the Bid Response and on request by the Head Office and/or District Office and/or the Principal.

2.2.2 The Service Provider must update the Roadworthy Certificates as and when required to do so in terms of the Applicable Law and provide copies of such updates to the District Office and Principal once issued by the relevant authority.

2.2.3 The Service Provider must make its Vehicles available for inspections and/or spot checks conducted by the Head Office and/or the District Office and/or Principal from time to time.

2.2.4 The Service Provider may not, under any circumstances, use a Vehicle to render the Services that is not roadworthy and does not have a valid Roadworthy Certificate or is not covered by the Operating Licence.

2.2.5 In the event that any Vehicle is not roadworthy, the Service Provider shall, at its own expense, arrange for the use of an alternative roadworthy and licensed Vehicle with a similar type and class to ensure that the Services are rendered without delay, on time and in accordance with the Time Schedule. Such replacements are subject to the approval of the relevant Principal on the temporary vehicle replacement form. These Vehicles shall not be used to permanently replace the Vehicles on Annexure “D” annexed to Volume 6 of the Bid Documents and are to be used for a maximum of 90 (ninety) Calendar Days.

2.2.6 If the Service Provider refuses to withdraw a Vehicle that is not roadworthy from use until it receives a Roadworthy Certificate, the WCED may arrange alternative transport for the Learners. The costs associated with this will be for the account of the Service Provider and will be set off against any monies owed to the Service Provider. Continued failure to provide a Roadworthy Certificate or use Vehicles that are not roadworthy may be grounds for cancelling the Agreement with the Service Provider.

2.3 Vehicle License –

2.3.1 The Service Provider must ensure that all Vehicles approved for use to render the Services are properly licensed in accordance with the Applicable Law and must provide copies of such Vehicle Licenses to the District Office and Principal on the Commencement Date.

2.3.2 When replacement Vehicles are approved for use in writing, the Service Provider must ensure that those Vehicles are properly licensed in accordance with the Applicable Law and must provide copies thereof to the District Office and Principal on approval of the use of the new Vehicles and/or on demand from the Head Office.

2.3.3 In the event that any Vehicle is unlicensed for whatever reasons, the Service Provider shall, at its own expense, arrange for the use of an alternative roadworthy and licensed Vehicle with a similar type and class to ensure that the Services are rendered without delay, on time and in accordance with the Time Schedule. Such replacements are subject to the approval of the relevant Principals on the temporary vehicle replacement form. These Vehicles shall not be used to permanently replace the Vehicles on Annexure “D” annexed to Volume 6 of the Bid Documents and are to be used for a maximum of 90 (ninety) Calendar Days.

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Initials of witness 2 _____

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- 2.3.4 If the Service Provider refuses to withdraw a Vehicle that is not licensed from use until it is properly licensed, the WCED may arrange alternative transport for the Learners. The costs associated with this will be for the account of the Service Provider and may be set off against any monies owed to the Service Provider.
- 2.4 Driver's License –
- 2.4.1 The Service Provider must ensure that each driver it will be using to drive the Vehicles has a valid appropriate class of Driver's License and Professional Driving Permit to transport learners. Copies of Driver's Licenses and Professional Driving Permits of all drivers used by the Service Provider are to be provided to the Principal on the Commencement Date. If new, temporary or contract drivers are used during the Term, the Service Provider shall ensure that these drivers have valid appropriate class Driver's Licenses and Professional Driving Permits and shall provide copies thereof to the Principal by the following School Day of the new drivers rendering Services and/or on demand from the District Office and/or the Principal.
- 2.4.2 If the WCED becomes aware that a driver does not have a valid Driver's License and Professional Driving Permit, the WCED will be entitled to terminate the Agreement with the Bidder summarily.
- 2.5 The Department may request, in writing, any information and/or documentation from the Service Provider in respect of the Operating Licenses, the Roadworthy Certificates, Vehicle Licenses and Driver's Licenses and Professional Driving Permits. Such information must be provided to the WCED, in writing, within 2 (two) Business Days from the date of the request.
- 2.6 The use of Vehicles for rendering the Services –
- 2.6.1 The list of Vehicles indicated on Annexure "D" annexed to Volume 6 of the Bid Documents, lists the only Vehicles that are approved for use by the Service Provider to render the Services in terms of the Contract.
- 2.6.2 No Vehicle other than those Vehicles reflected on Annexure "D" annexed to Volume 6 of the Bid Documents may be used by the Service Provider to render the Services unless Annexure "D" is formally varied in accordance with the provisions of the SLA.
- 2.6.3 Should the Service Provider need to replace a Vehicle listed in Annexure "D" annexed to Volume 6 of the Bid Documents, it must be done by completing the temporary vehicle replacement form that must be submitted to the relevant Principal of the School on the Route for approval. Should the Service Provider need to replace a Vehicle permanently, it must be done by completing the permanent vehicle replacement form and must be submitted to the Head Office (Sub-directorate: Learner Transport Schemes) for approval. Only once a permanent replacement has been agreed to in writing by the Head Office (Sub-directorate: Learner Transport Schemes) and updated on the WCED database, may the permanent use of a Vehicle not originally reflected on Annexure "D" annexed to Volume 6 of the Bid Documents be permitted.
- 2.7 The Service Provider must ensure that all Vehicles used to render the Services are at all times affixed with a legible sign indicating as follows –
- THIS VEHICLE IS CONTRACTED TO
TRANSPORT LEARNERS OF THE
WESTERN CAPE EDUCATION DEPARTMENT:
REPORT BAD DRIVING TO TEL. 0800 45 46 47
- 2.8 Vehicles damaged in accidents must be repaired prior to being used to render the Services. Any costs associated with damage to Vehicles in accidents shall be for the account of the Service Provider.
- 2.9 The Service Provider may not use Vehicles with hard seats to transport Learners.

Initials of the authorised representative of the bidder	Initials of witness 1 _____ Initials of witness 2 _____
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- 2.10 Vehicles are to be clean inside and outside when they leave the first point of departure at the beginning of the School Day.
- 2.11 Learners may only be transported in Vehicles manufactured and registered for the transportation of passengers. The Service Provider may thus not use a truck (or any other similar mode of transport) that has been enclosed and equipped with seats. An ordinary sedan car may also not be used to transport Learners.
- 2.12 Vehicles with vacant capacity may be filled by the WCED without additional remuneration to the Service Provider.

3. THE ROUTE

- 3.1 No changes may be made to the Route without the prior written approval of the Head Office (Directorate: Procurement Management).
- 3.2 Except for Routes with a single distance of 12 km or less, the Service Provider must transport the Learners together as one group. The Service Provider is only allowed to make a double trip with the same Vehicle if the single distance of the route is 12 km or less.
- 3.3 The Service Provider must, on the Commencement Date, provide the Principal with a schedule, detailing which drivers will be assigned to each Vehicle to be used on the Route. Each Vehicle and driver combination must be accompanied by the following –
- 3.3.1 A valid Vehicle License and Roadworthy Certificate;
- 3.3.2 A valid Driver's Licence and Professional Driving Permit for each driver; and
- 3.3.3 A valid Operating Licence for the Route to be operated.

4. TIME SCHEDULE AND TRIPS

- 4.1 The Service Provider must contact the Principal before the Commencement Date with a view of obtaining the Time Schedule for the Route. The Time Schedule must make provision for, amongst others, the times by which Learners –
- 4.1.1 are to be picked up at the various pick-up points in the mornings;
- 4.1.2 are to be dropped off at the School in the mornings;
- 4.1.3 are to be picked up at the School in the afternoons; and
- 4.1.4 are to be dropped off at the various drop-off points in the afternoons.
- 4.2 Complete details of the Time Schedule must be reduced to writing by the Principal and may be amended in writing by the Principal.
- 4.3 The Time Schedule may only be amended in writing by the Principal in consultation with the Service Provider.
- 4.4 Unless agreed to in writing by the Head Office (Directorate: Procurement Management), cancellation of scheduled trips is not permitted unless –
- 4.4.1 the Service Provider is instructed of the cancellation of scheduled trips by the Head Office (Directorate: Procurement Management) in writing on the basis of insufficient programme funds as budgeted for in the provincial budget;
- 4.4.2 notification of Service suspensions or reduction in terms of clause 4.4.1 above must be made at least 30 (thirty) Calendar Days before the suspension or Service reduction is to come into effect;

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- 4.4.3 the cancellation is due to unforeseen road closures, obstructions, floods or adverse weather conditions;
- 4.4.4 in the opinion of the Head Office (Directorate: Procurement Management) the cancellation is as a result of immediate danger to life or of personal injury and/or serious damage to property; or
- 4.4.5 the cancellation is in the opinion of the Head Office (Directorate: Procurement Management) due to strike or stay-away action of a general nature that is not confined to the Service Provider's organisation.
- 4.5 Where the District Office or Principal requires the Service Provider to provide Services in circumstances where the Service Provider is of the opinion that there is immediate danger to life or of personal injury or of serious damage to property, the Service Provider may refuse to comply, in which case the matter shall be referred to the Head Office (Directorate: Procurement Management) for a decision by the following Business Day of the referral.
- 4.5.1 If the Head Office (Directorate: Procurement Management) decides that there was in fact such danger to life or of personal injury or of serious damage to property, the Service Provider shall not be penalised in accordance with clause 12 of the general contract conditions contained in Volume 3 of the Bid Documents for not providing the Services, but no payment will be made to the Service Provider where Services were not rendered.
- 4.5.2 If the Head Office (Directorate: Procurement Management) decides that there was in fact no such danger, the Service Provider shall be penalised in accordance with clause 12 of the general contract conditions contained in Volume 3 of the Bid Documents for not providing the Services.
- Should the Service Provider be dissatisfied with the Head Office's decision, the Service Provider may declare a dispute to be resolved through mediation and/or arbitration as provided for in the SLA.
- 4.6 Where the Service Provider is of the opinion that scheduled trips should be cancelled due to boycott action, either against the Service Provider's firm or generally, the Service Provider must refer the matter to the Head Office (Directorate: Procurement Management) for a decision.
- 4.6.1 If the Head Office (Directorate: Procurement Management) decides that the cancellation is justified, no payment will be made to the Service Provider where Services were not rendered.
- 4.6.2 If the Head Office (Directorate: Procurement Management) decides that the cancellation was not justified, the Bidder shall be penalised in accordance with clause 12 of the general contract conditions contained in Volume 3 of the Bid Documents for not providing the Services but no payment will be made to the Service Provider where Services were not rendered.
- Should the Service Provider be dissatisfied with the Head Office's decision, the Service Provider may declare a dispute to be resolved through mediation and/or arbitration.
- 4.7 Where a trip has not taken place due to factors not within the control of the Service Provider, and the Principal of the affected School where delivery has not taken place agrees that the non-delivery was reasonable and justified, he/she may provide the Head Office with an official confirmation to this effect. Payment will however not be made for Services not rendered irrespective of the reason for it not being rendered.

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5. ADULT SUPERVISORS

- 5.1 The Service Provider is required to employ Adult Supervisors to be on board all Vehicles at all times where primary or pre-primary Learners are being transported. One Adult Supervisor must be placed on each Vehicle transporting primary or pre-primary Learners.
- 5.2 The Adult Supervisor must ensure that Learners –
- 5.2.1 remain seated while the Vehicle is in transit;
 - 5.2.2 do not hang out of windows;
 - 5.2.3 do not fight with each other;
 - 5.2.4 do not vandalise the vehicle;
 - 5.2.5 safely embark and disembark the Vehicle;
 - 5.2.6 are provided the necessary assistance where required;
 - 5.2.7 have access to emergency exits during emergencies;
 - 5.2.8 do not disturb the driver of the Vehicle;
 - 5.2.9 are not bullied on Vehicles by observing the behaviour of Learners and prohibiting any bullying; and
 - 5.2.10 do not smoke, consume alcohol or drugs on the Vehicle.

6. DRIVERS AND ADULT SUPERVISORS AND CODE OF CONDUCT

- 6.1 The Service Provider must prepare a Code of Conduct for its drivers and Adult Supervisors that sets out the manner in which they are to act in respect of Learners and in rendering the Services. A copy of a Code of Conduct is to be provided to the Principal on the Commencement Date in the form of Annexure “I” contained in Volume 3 of the Bid Documents and should include all the provisions contained in the pro forma Code of Conduct as well as any other provisions that the Service Provider wishes to include. The Principal shall evaluate the Code of Conduct and if it is found lacking it will liaise with the Service Provider to request amendments to it.
- 6.2 Amongst others, the Code of Conduct is to deal with acceptable and unacceptable conduct by a driver and Adult Supervisor and list the sanctions, actions and/or remedial action to be taken against drivers and Adult Supervisors if they should violate the Code of Conduct.
- 6.3 It is the responsibility of the Service Provider to ensure that drivers and Adult supervisors adhere to the Code of Conduct and that the Code of Conduct makes provision for appropriate action to be taken against drivers and Adult Supervisors who fail to comply with the provisions thereof.
- 6.4 Drivers and Adult Supervisors are to treat Learners with respect and courtesy at all times and are responsible for the safe transportation of Learners to and from their Schools.
- 6.5 Learners shall not be subjected to verbal abuse or any form of assault, attempted assault or threats of assault by drivers or Adult Supervisors.
- 6.6 If drivers or Adult supervisors become aware of problematic or disrespectful Learners, this must be brought to the attention of the Principal in writing so that it can be dealt with by the Principal in accordance with the South African Schools Act 84 of 1996. Discipline of Learners is not the responsibility of the Service Provider or his or her drivers or Adult Supervisors and the Service Provider and his or her drivers and Adult Supervisors may not attempt to discipline Learners unless the conduct of the Learner on a Vehicle has the potential, so judged by a reasonable person, to cause

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an accident and/or affect the safety of the other Learners on the Vehicle and/or the driver and/or Adult Supervisor of the Vehicle. Drivers and Adult Supervisors may verbally reprimand Learners where appropriate.

- 6.7 Drivers and Adult Supervisors shall not smoke whilst Learners are being transported nor may a driver or Adult supervisor offer cigarettes to any Learners.
- 6.8 No driver or Adult Supervisor may consume alcohol or drugs (excluding prescribed medication unless it has the effect of impairing a driver's ability to safely drive a Vehicle) prior to driving a Vehicle or while driving a Vehicle.
- 6.9 No driver may be allowed by the Service Provider to transport Learners in the rendering of the Services if the driver is on medication that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners.
- 6.10 No driver may be allowed by the Service Provider to transport Learners in the rendering of the Services if the driver suffers from an illness that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners.
- 6.11 The Service Provider, drivers and Adult Supervisors shall not levy any charge to Learners, their parents or caregivers for the rendering of the Services.
- 6.12 No driver or Adult Supervisor in the course of his/her duties may endanger the lives of himself/herself or Learners or others by disregarding road and safety rules or regulations.
- 6.13 No driver or Adult Supervisor may unfairly discriminate in the execution of the Contract, against Learners or any other persons on the basis of race, gender, disability, sexual orientation, pregnancy, marital status ethnic and social origin, colour, religion, culture, HIV status or other grounds prohibited by the Constitution of the Republic of South Africa, 1996.
- 6.14 The Service Provider shall adhere to the following –
- 6.14.1 it keeps the Principal advised of the names of all drivers and Adult Supervisors;
- 6.14.2 provides copies of Driver's Licences and Professional Driving Permits of all drivers to the Head Office and/or District Office and/or Principal as the case may be;
- 6.14.3 the driver does not have any medical condition which would affect or impair the driver's ability to drive a Vehicle in a safe and proper manner;
- 6.14.4 the driver undertakes an annual medical as a condition of this Contract. This requirement is waived if a driver is on a programme that requires medicals more frequently as a condition for retaining their Professional Driving Permits;
- 6.14.5 drivers and Adult Supervisors do not have any conviction relating to child abuse in terms of the Children's Act 38 of 2005, or alcohol or drug abuse convictions;
- 6.14.6 drivers and Adult Supervisors may not carry any animal in the Vehicle except in the case of any guide dog for a blind passenger; and
- 6.14.7 drivers and Adult Supervisors are aware of, observe and adhere to any relevant terms and conditions of the Contract when they are engaged in providing the Services.
- 6.15 The WCED may, at any time, by notice to the Service Provider require the Service Provider to remove any driver or Adult Supervisor from performing any part of the Service, if –
- 6.15.1 the WCED reasonably believes that the continued performance by the driver or Adult Supervisor constitutes a risk to the safety or well-being of the Learners or employees of the Service Provider or any other person; and

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6.15.2 at the same time as or prior to notifying the Service Provider, the WCED will provide written reasons why it wants the driver or Adult Supervisor to be removed.

6.16 The Service Provider must inform the Principal immediately after it becomes aware –

6.16.1 if any driver ceases to hold a Driver's License and/or Professional Driving Permit;

6.16.2 if any driver is charged with or convicted of committing any traffic offence;

6.16.3 if any driver or Adult Supervisor is charged with or convicted of any offence involving sexual abuse of, or indecent conduct with, a child; or

6.16.4 if any driver or Adult Supervisor is charged with or convicted of any offence involving violence of any nature.

7. LEARNERS

7.1 Only Authorised Learners as indicated on the Register of Authorised Learners may be transported by the Service Provider on the Routes.

7.2 Learners may only be picked up from and dropped off at pick up and drop off points that are contained in the Specifications unless otherwise altered in writing by the Head Office (Directorate: Procurement Management) in consultation with the Service Provider.

7.3 Where Vehicles are used to transport Learners that are not full and have the capacity to carry additional Learners, the Service Provider shall pick up and drop off any additional Learners as notified to do so.

7.4 Every Learner, irrespective of age, shall have a seat and no Learner may be standing in a Vehicle whilst in motion. The number of Learners, plus the driver and Adult Supervisor transported in a Vehicle, may not exceed the licenced seating capacity indicated on the licence and roadworthy disc of the Vehicle. The provisions of Regulation 231 of the National Road Traffic Regulations, 2000 of the RTA, which determines that in the case of Learners younger than 13 years, three passengers shall be taken as requiring two seats, will not apply when transporting Learners for the WCED in terms of the Contract.

7.5 The Service Provider shall have no cause to refuse to pick up and transport an Authorised Learner on a trip or part thereof unless the Learner makes himself or herself guilty of violent, abusive or otherwise offensive conduct. Such cases must be reported to the Principal by the following Business Day.

7.6 No passengers other than Authorised Learners may be transported while the Service Provider renders Services to the WCED in terms of the Contract.

7.7 The Principal will furnish the Service Provider with a Register of Authorised Learners who have been authorised to use the Learner transport service before each Claim Month. These Learners will be divided into groups according to the various pick up points on the Route. The Service Provider shall use this list to ensure that only Authorised Learners are transported.

8. ROAD SAFETY

8.1 The Service Provider must ensure that all rules of the roads are strictly adhered to at all times and drivers must take the utmost care to ensure the safety of Learners at all times when rendering the Services.

8.2 Safety is of paramount importance in the transportation of Learners to and from School each day. The Service Provider must ensure that safe and reliable Services are provided. This means that the Service Provider must deliver a reliable Service with drivers, Adult Supervisors and Vehicles that

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comply with all licensing and regulatory requirements and are maintained, to ensure Learners arrive at School on time and are available for teaching.

- 8.3 The Service Provider shall not allow the number of Learners traveling in the Vehicle at any one time to exceed the legal capacity of the particular Vehicle.
- 8.4 No Vehicle may be driven until each Learner is seated.
- 8.5 All doors must be kept closed while the Vehicle is in motion.
- 8.6 No re-fuelling shall take place while a Vehicle is occupied by Learners.
- 8.7 The driver must not leave the Vehicle unattended while Learners are in the Vehicle except when a driver leaves the Vehicle to assist Learners in entering and exiting the Vehicle.
- 8.8 Only the driver may occupy the driver's seat.
- 8.9 The Service Provider shall ensure that Learners exit the Vehicles on the left-hand side only. In the event of a Vehicle having exit doors on both the left and right-hand side, the Service Provider shall keep the right-hand door locked at all times to prevent Learners from exiting the bus on the right-hand side.
- 8.10 The Service Provider must ensure that a daily pre-trip inspection of all Vehicles is conducted to ensure the safe operation and transportation of Learners.
- 8.11 Drivers must do a pre-trip inspection of each Vehicle to ensure that all equipment and components of the Vehicle are present, in proper working order and in good condition. This would entail, checking the following –
 - 8.11.1 tyres and tyre pressure;
 - 8.11.2 lights;
 - 8.11.3 headlights (upper and lower beams);
 - 8.11.4 indicators signal (front and rear);
 - 8.11.5 break or stop lights;
 - 8.11.6 emergency indicators;
 - 8.11.7 that the brakes work;
 - 8.11.8 mirrors are clean and not obstructed;
 - 8.11.9 exhaust;
 - 8.11.10 that there are no fluid leaks;
 - 8.11.11 doors open, close and lock properly;
 - 8.11.12 windshield wipers;
 - 8.11.13 hooter;
 - 8.11.14 interior of the Vehicle;
 - 8.11.15 front and rear licence plates are properly affixed;

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8.11.16 safety equipment such as the fire extinguisher is on the Vehicle and in proper working order; and

8.11.17 the first aid kit is on the Vehicle and contains all the necessary items.

9. VARIATIONS

9.1 The Services may only be varied in writing with the consent of the Head Office (Directorate: Procurement Management).

9.2 Any variations that are not reduced to writing and agreed to by the Head Office (Directorate: Procurement Management) shall not be valid and have no legal consequences. Thus the Department will not be liable for any variations made that do not comply with the Contract and the SLA and in particular shall not be liable for the costs associated with such variations.

9.3 The Head Office (Directorate: Procurement Management) must notify the Service Provider in writing of any variations made to the existing Services and the Service Provider must comply with any such variations. The Service Provider may object to such variations in writing addressed to the Head Office (Directorate: Procurement Management) within 7 (seven) Business Days of receipt of the notification. Should any variations be approved, the Service Provider must give Learners and the Principal not less than 7 (seven) School Days' notice, unless a shorter period is approved by Head Office (Directorate: Procurement Management).

9.4 Where the Service Provider is obliged to vary the Services in the case of an emergency and such variation results in an increase or decrease of the Route distance, the Service Provider may be reimbursed based on the changed circumstances, provided that approval for such variation is obtained from the Head Office (Directorate: Procurement Management) in writing by the next Business Day in the case of an increase.

9.5 A variation is only valid when reduced to writing as an addendum to the Agreement signed by both Parties. The Head Office (Directorate: Procurement Management) will ensure that an addendum is concluded between the Parties when a variation has been agreed to in writing.

10. PAYMENT

10.1 The Bidders shall bid a tariff per learner category in Annexure "F" contained in Volume 6 of the Bid Documents. Although bids will be evaluated based on the actual Learner number indicated in the Specifications, the Department may increase or decrease the amount of Learners from time to time as the Bidder will not be remunerated per Learner conveyed but per kilometre travelled as per the Learner Transport Policy.

10.2 The Bidders shall indicate a price for the entire contract period in Annexure "F" contained in Volume 6 of the Bid Documents and shall make provision for increases in operating expenditure between years. Bidders should take note that the tariffs indicated in Annexure "F" shall remain firm for the duration of the contract period.

10.3 Within 3 (three) Business Days after each Claim Month, the Service Provider shall submit to the District Office a Claim Form, which has been signed off by the Principal of each School on the Route, together with a duly corresponding invoice and a copy of the Register of Authorised Learners for the particular Claim Month. The Service Provider may not claim for more Learners than indicated on the Register of Authorised Learners or the number of Learners actually transported.

10.4 The Service Provider shall be compensated for providing the Services in accordance with the Specifications and Special Conditions of Contract, in the following way –

Payment amount =
(Tariff for applicable learner category X Return distance of route X number of school days in a Claim month) - Penalties

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- 10.5 The actual Route distances as agreed between the Service Provider and the WCED shall be used to calculate Revenue Kilometres for each trip, provided always that the onus is on the Service Provider to prove that trips have been operated. The Service Provider will not be paid for Positioning Kilometres.
- 10.6 Payment will be made by way of EFT.
- 10.7 Any Overpayments made in respect of this Contract shall be set off against any subsequent payments payable to the Service Provider, whether resulting from this or any other Contract with the WCED. However, the Service Provider shall in the first instance be responsible for immediately refunding any Overpayments.
- 11. PENALTIES**
- 11.1 The Services shall be monitored and penalties will be imposed as set out in this clause for all offences listed.
- 11.2 The WCED will advise the Service Provider on a monthly basis of penalties so imposed.
- 11.3 Revenue Kilometres shall in all cases only be paid for trips which have been operated.
- 11.4 No Vehicle shall leave the first point of departure before the time listed in the Time Schedule or more than 15 (fifteen) minutes thereafter, failing which penalties will be imposed as set out below.
- 11.5 The Service Provider will be expected to adhere strictly to the requirements of the Specifications. Penalties will be imposed as follows –

	Event	Penalty
11.6.1	Where a trip has not been provided: i. 1 st Occurrence per Route per Claim Month; ii. 2 nd Occurrence per Route per Claim Month; iii. 3 rd Occurrence and more per Route per Claim Month.	 R500.00 (five hundred Rand) R700.00 (seven hundred Rand) R1000.00 (one thousand Rand)
11.6.2	Late arrival and departure from schools: i. Vehicle departs from first point of departure before the time stated in the Time Schedule or after 15 minutes thereafter; ii. Vehicle has not arrived at School within 30 (thirty) minutes after School starting time; iii. Vehicle arrives at School 30 (thirty) minutes or more after School starting time; iv. Vehicle has not arrived at School within 30 (thirty) minutes of the School closing time.	 R150.00 (one hundred and fifty Rand) R250.00 (two hundred and fifty Rand) R500.00 (five hundred Rand) R500.00 (five hundred Rand)
11.6.3	Vehicle breakdowns: i. Failure to provide a replacement Vehicle to transport Learners to	 No remuneration for trip

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	<p>School in the morning;</p> <p>ii. Failure to provide a replacement Vehicle in the afternoon within 2 (two) hours of breakdown.</p> <p>Should the Service Provider fail to provide a replacement Vehicle such conduct will constitute a serious breach. The WCED will not compensate the Service Provider and reserves the right to institute breach procedures if no alternative arrangements are made to transport the Learners to and from School.</p>	No remuneration for trip
11.6.4	Failure to pick-up or drop-off Authorised Learners at authorised points.	R250.00 (two hundred and fifty Rand)
11.6.5	<p>Vehicles in unsatisfactory condition:</p> <p>i. Unauthorised Vehicle used;</p> <p>ii. Use of a Vehicle without a valid Vehicle Licence or Roadworthy Certificate;</p> <p>iii. Use of a Vehicle with obvious defects (i.e. defective door, missing window, loose or broken seat).</p> <p>Where it is discovered that Vehicle is used to render the Services that does not have a Vehicle Licence or Roadworthy Certificate, the Service Provider must make arrangements for a licensed and roadworthy replacement Vehicle within 2 (two)hours, failing which</p> <p>the WCED may arrange for alternative transport and the Service Provider shall be held liable for the costs.</p>	<p>R750.00 (seven hundred and fifty Rand)</p> <p>R750.00 (seven hundred and fifty Rand)</p> <p>R250.00 (two hundred and fifty Rand)</p>
11.6.6	<p>Deviating from Route:</p> <p>Deviation from the Route unless the Service Provider can show that the deviation was a response to an unexpected situation such as weather or road incident.</p> <p>The Service Provider will only be compensated for approved Revenue Kilometres. Anticipated Route deviations due to bad weather and road conditions are excluded if the Service Provider informs the WCED within 24 (twenty four) hours of such Route deviation. The WCED will determine the validity and the distance of any deviations.</p>	R300.00 (three hundred Rand)
11.6.7	<p>Display of vehicle identification:</p> <p>Failure to display vehicle identification that Learners are being transported in terms of paragraph 2.7 of the Special Conditions of Contract.</p>	R300.00 (three hundred Rand)
11.6.9	Failing to provide the WCED with any information or documentation applicable to the Contract.	R500.00 (five hundred Rand)
11.6.10	Failing to present approved Vehicles for inspection or testing as required by the WCED.	R750.00 (seven hundred and fifty Rand)

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11.6.11	Drivers and Adult Supervisors failing to comply with the conditions contained in the Code of Conduct.	R500.00 (five hundred Rand)
11.6.12	Failing to submit a Claim Form and invoice within three (3) Business Days after the 15 th (fifteenth) day of a Claim Month.	R250.00 (two hundred and fifty Rand)

11.6 Penalties will be imposed per Vehicle per day or per occurrence.

11.7 Notwithstanding the penalties above, the WCED reserves the right to place the Service Provider in breach for the abovementioned transgressions in terms of the SLA.

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VOLUME 5: SERVICE LEVEL AGREEMENT**SERVICE LEVEL AGREEMENT
PROVISIONING OF LEARNER TRANSPORT FOR THE WESTERN CAPE EDUCATION
DEPARTMENT**

entered into by and between

**THE WESTERN CAPE GOVERNMENT VIA THE WESTERN CAPE
EDUCATION DEPARTMENT**

(duly authorised thereto and represented herein by [insert name and surname] in [his/her] capacity as [insert
designation] for the WCED)
("WCED")

and

SERVICE PROVIDER

[insert description]
("Service Provider")

(collectively hereinafter referred to as the "Parties")

INDEX**LIST OF ANNEXURES**

Annexure A: General Conditions of Contract
Annexure B: Service Level Schedule
Annexure C: Schedule of Authorised Vehicles
Annexure D: Pricing Schedule

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INTRODUCTION

- A. The WCED requires the provisioning of Learner transport services for a period of 7 (seven) years **(Please note that the intended seven year contract period is still under review and will be finalised at a later date)** for [insert the number of learners] Authorised Learners on Route [insert route/s number/s] with the following pick up and drop off points [populate the table with the pick-up and drop off points] –

- B. The WCED has appointed the Service Provider under Bid Number: B/WCED [insert].
- C. The Service Provider has agreed to accept the appointment on the terms and conditions as contained in this Agreement.

WHEREBY THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1. In this Agreement unless the context indicates a contrary intention a word or expression which denotes –
- 1.1.1. any gender shall include the other genders;
- 1.1.2. a natural person shall include juristic persons and vice versa; and
- 1.1.3. the singular shall include the plural and vice versa.
- 1.2. The terms and conditions contained in the General Conditions of Contract (GCC), incorporated herein, and annexed hereto as Annexure “A”, form part of the Agreement between the Parties.
- 1.3. In the event of any inconsistency between the provisions of parts of the Agreement and/or the bid documentation, the following order will prevail –
- 1.3.1. The Agreement, excluding the annexures, will prevail over the annexures to the Agreement;
- 1.3.2. The Special Conditions of Contract will prevail over the GCC;
- 1.3.3. The GCC will prevail over the other annexures to the Agreement;
- 1.3.4. The bid specifications; and
- 1.3.5. The bid proposal of the Service Provider to the extent it does not conflict with the bid specifications.
- 1.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.5. The cancellation or termination of this Agreement shall not affect the provisions of this Agreement which of necessity must continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.6. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of it shall not apply to this Agreement.

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- 1.7. Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in that clause.
- 1.8. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meaning –
- 1.8.1. “**Adult Supervisor**” means an adult person of 21 (twenty one) years or older who remains on a Vehicle during the conveyance of pre-primary and primary school Learners and who is to ensure the safety of such Learners;
- 1.8.2. “**Agreement**” means this Service Level Agreement, which also constitutes special conditions of contract as contemplated in the GCC, and which comprises of –
- 1.8.2.1. the Special Conditions of Contract;
- 1.8.2.2. Bid Response which is incorporated herein by reference (to the extent that the Bid Response does not conflict with the Specifications and in which case the provisions of the Specifications shall prevail);
- 1.8.2.3. the Specifications;
- 1.8.2.4. the GCC; and
- 1.8.2.5. any other annexures annexed hereto;
- 1.8.3. “**Applicable Law**” means South African law and any of the following, from time to time, to the extent that it applies to a Party, or the Services –
- 1.8.3.1. Any South African statute, regulation, policy, by-law, directive, notice or subordinate legislation;
- 1.8.3.2. the common law;
- 1.8.3.3. any binding court order, judgment or decree;
- 1.8.3.4. any applicable South African industry code, policy or standard enforceable by-law; or
- 1.8.3.5. any applicable direction, policy or order that is given by a South African regulator having the force of law;
- 1.8.4. “**Authorised Learner**” means those Learners authorised by the WCED to make use of the Services on the Routes and are listed on the Register of Authorised Learners;
- 1.8.5. “**Authorised Stop**” means a pick-up or drop-off point authorised by the WCED in the Bid Documents;
- 1.8.6. “**BBBEE**” means broad-based black economic empowerment as contemplated in the Broad-Based Black Economic Empowerment Act 53 of 2003;
- 1.8.7. “**Bid Documents**” means Volumes 1 to 6 of the Bid Documents which includes the bid invitation, general contract conditions, Specifications, Special Conditions of Contract, SLA and annexures;
- 1.8.8. “**Bid Response**” means the submitted documentation from the Service Provider in response to the bid invitation contained in the Bid Documents;

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- 1.8.9. **“Business Day”** means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa;
- 1.8.10. **“Calendar Day”** means any day of the week and includes weekends and statutory public holidays in the Republic of South Africa;
- 1.8.11. **“Calendar Month”** means the period of time that begins on the 1st (first) Calendar Day of any given month and shall consist of the number of Calendar Days in such month, ending on the last Calendar Day of the same month;
- 1.8.12. **“Claim Form”** means the prescribed forms and certificates which are to be completed, signed and submitted by the Service Provider in support of its monthly claim;
- 1.8.13. **“Claim Month”** means from the 16th (sixteenth) Calendar Day of each Calendar Month or the first School Day thereafter to the 15th (fifteenth) Calendar Day of the next Calendar Month or the last School Day prior to the 15th (fifteenth) Calendar Day, excluding weekends, public holidays and school holidays;
- 1.8.14. **“Code of Conduct”** means the document prepared by the Service Provider and provided to the WCED on the Commencement Date, that sets out the manner in which drivers are to act in respect of Learners and render the Services;
- 1.8.15. **“Commencement Date”** means the date on which the Services will commence which is [insert date];
- 1.8.16. **“District Office”** means a regional office of the WCED where a Route is situated;
- 1.8.17. **“Driver’s Licence”** means a license issued to an individual to legally drive a Vehicle as more fully set out in the NRTA;
- 1.8.18. **“Emergency”** means a situation which is beyond the control of the Service Provider, and which includes strikes, stay-aways, riots, *vis maior*, and which makes the provision of the Services or part thereof impossible;
- 1.8.19. **“Head of Department”** means the head of and accounting officer of the WCED;
- 1.8.20. **“Head Office”** means the central office of the WCED which is situated in Cape Town;
- 1.8.21. **“Initial Termination Date”** means the date that falls on the last Calendar Day of the last School Term in which the 7th (seventh) anniversary of the Commencement Date falls;
- 1.8.22. **“Learner”** means a Learner as defined in SASA that have been approved by the WCED to be transported on the Route and as more fully set out in the Bid Documents;
- 1.8.23. **“NLTA”** means the National Land Transport Act 5 of 2009;
- 1.8.24. **“NRTA”** means the National Road Traffic Act 93 of 1996;
- 1.8.25. **“Operating Licence”** means a licence required by section 50 of the NLTA and granted and issued in accordance with the NLTA and its regulations which is necessary to enable the Service Provider to provide the Services in terms of this Agreement, and where the Service Provider is already in possession of such licence before the Commencement Date, includes any renewal, amendment or transfer of such licence necessary to enable him or her to provide the Services;

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- 1.8.26. “**PRE**” means the Provincial Regulatory Entity or any other provincial regulatory authority vested with the power to issue Operating Licenses;
- 1.8.27. “**Principal**” means an educator appointed or acting as the head of a School to which the Service Provider provides Services;
- 1.8.28. “**Professional Driving Permit**” means a permit issued to certain classes of drivers as more fully set out in the NRTA and its regulations;
- 1.8.29. “**Register of Authorised Learners**” means the register kept by a Principal in which the details of Authorised Learners qualifying for and using the Learner transport scheme are indicated;
- 1.8.30. “**Revenue Kilometres**” means kilometres actually operated on approved Routes for which the Bidder is entitled to compensation in terms of this Agreement;
- 1.8.31. “**Road Accident Fund**” means the fund created in terms of the Road Accident Fund Act 56 of 1996 for the payment of compensation in accordance as set out in the Road Accident Fund Act for loss or damage wrongfully caused by the driving of motor vehicles;
- 1.8.32. “**Roadworthy Certificate**” means a certificate issued in terms of section 42 of the NRTA confirming that a Vehicle complies with various requirements and may be driven on a road;
- 1.8.33. “**Route**” means the Learner transport Route stretching from the first pick-up point to the last drop off point on such Route and as more fully set out in the Bid Documents and in the Preamble to this Agreement;
- 1.8.34. “**SASA**” means the South African Schools Act 84 of 1996;
- 1.8.35. “**School**” means a public school as defined in the South African Schools Act 84 of 1996 and which School is situated in the Western Cape Province;
- 1.8.36. “**School Day**” means a day on which public Schools are open for learning during School Terms and excludes weekends and public holidays of the Republic of South Africa;
- 1.8.37. “**School Term**” means a quarterly portion of the academic year in which Schools hold classes;
- 1.8.38. “**Service Level Schedule**” means the document annexed hereto marked as Annexure “B” which more fully sets out the details regarding the Services to be provided by the Service Provider;
- 1.8.39. “**Services**” means the transportation of Learners along a Route by specified Vehicles at specified times and frequencies and stopping at specified locations in accordance with the Specifications, Special Conditions of Contract and the Service Level Schedule;
- 1.8.40. “**Special Conditions of Contract**” means any amplification or amendment or addition to or departure from the conditions of contract for learner transport schemes contained in the Bid Documents;
- 1.8.41. “**Specifications**” means the Specifications as set out in Volume 4 of the Bid Documents in which the Routes, distances, Services, fares, time tables, performance criteria, stops and any additional related information are described;
- 1.8.42. “**Substitute Service Provider**” means the Substitute Service Provider as defined in clause 5 of this Agreement;
- 1.8.43. “**Term**” shall bear the meaning ascribed to such term in clause 4.1 of this Agreement;

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- 1.8.44. **"Time Schedule"** means a schedule approved by the Principal, indicating all departure times from points of origin and intermediate points as well as arrival times at destinations on each Route for School Days, subject to any variation thereof in terms of clause 14;
- 1.8.45. **"Vehicle"** means a motor vehicle designed or adapted for the conveyance of not less than 10 (ten) Learners (including the driver), by means of which the Service Provider proposes to provide the Services and includes –
- 1.8.45.1. "bus" which means a bus as defined in the NRTA (designed or modified to carry more than 35 (thirty five) persons including the driver) and includes a double decker bus, standard bus, maxi-bus, bus-train and bi-articulated bus;
- 1.8.45.2. "minibus" which means a motor vehicle designed or modified solely or principally for conveying more than 9 (nine) but not more than 16 seated persons, including the driver;
- 1.8.45.3. "midibus" which means a motor vehicle designed or modified solely or principally for conveying more than 16 (sixteen) but not more than 35 (thirty five) persons, including the driver, and for the purposes of the NRTA is a type of sub-category of bus;
- 1.8.45.4. "standard bus" which meaning a bus with a capacity of not less than 58 (fifty eight) persons and not more than 70 (seventy) seated persons;
- 1.8.45.5. "maxi-bus" which means a bus with 3 (three) axles and a seating capacity of between 71 (seventy one) and 90 (ninety) passengers, including the driver;
- 1.8.45.6. "bus-train" which means a bus-train as defined in the regulations to the NRTA, which–
- 1.8.45.6.1. consists of two sections connected to form a unit;
- 1.8.45.6.2. can swivel in a horizontal plane at the connection between such sections;
- 1.8.45.6.3. is designed or adapted solely or principally for the conveyance of the driver and at least 100 (one hundred) other persons; and
- 1.8.45.6.4. has a continuous passageway over the length thereof;
- 1.8.45.7. "bi-articulated bus-train" which means a bus which–
- 1.8.45.7.1. consists of three sections connected to form a unit;
- 1.8.45.7.2. can swivel in a horizontal plane at the connection between such sections;
- 1.8.45.7.3. is designed or adapted solely or principally for the conveyance of the driver and at least 116 (one hundred and sixteen) other persons; and
- 1.8.45.7.4. has a continuous passageway over the length thereof;
- 1.8.45.8. Or any other Vehicle adapted according to the latest requirements of the South African Bureau of Standards, the Standards Act 29 of 1993, the NRTA and its regulations, or any other Applicable Law;

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1.8.46. “**Vehicle Licence**” means the licencing and registration document issued to the owner of a Vehicle as more fully set out in the NRTA, relevant provincial laws and regulations and municipal by-laws;

1.8.47. “**VAT**” means Value Added Tax levied in terms of the Value-Added Tax Act 89 of 1991; and

1.8.48. “**WCED**” means the Western Cape Education Department which includes the Head Office, District Office, Principal and public ordinary schools.

1.9. Any references in the GCC to the terms “Supplier” and “Purchaser” shall be references to the terms “Service Provider” and “WCED” respectively in this Agreement.

2. APPOINTMENT

2.1. The WCED hereby appoints the Service Provider for purposes of rendering the Services to the WCED with effect from the Commencement Date.

2.2. The Service Provider hereby accepts the appointment with effect from the Commencement Date and agrees to render the Services to the WCED on the terms and conditions set out herein.

2.3. The awarding of this bid and the conclusion of this Agreement are based on the information provided by the Service Provider in its bid. The Service Provider shall maintain its status in respect of its BBBEE compliancy and tax matters for the duration of this Agreement. Should any deviation or changes occur, the Service Provider shall advise the Head Office (Directorate: Procurement Management) accordingly. Material deviations may result in the WCED having to apply remedial action, suspending or terminating this Agreement. If any material deviations occur as a result of a change in legislation, the Service Provider shall be afforded a reasonable amount of time to comply with the legislative change. The Service Provider shall for the duration of this Agreement be in possession of a valid tax clearance certificate.

3. RELATIONSHIP OF THE PARTIES

3.1. The Service Provider, in furnishing the Services hereunder, is acting as an independent contractor. Neither Party is an agent of the other or has any authority to represent the other as to any matters, except as expressly authorised in this Agreement.

3.2. Nothing contained in this Agreement shall be construed as creating a company, close corporation, joint venture, partnership or association of any kind, between any of the Parties; nor is anything contained in this Agreement to be construed as creating or requiring any continuing relationship or commitment on a Party’s or its affiliates’ behalf with regard to the other Party and its affiliates other than as specifically set out herein.

3.3. Unless expressly authorised by this Agreement, neither of the Parties (nor their respective agents) shall have the authority or right, nor shall any Party hold itself out as having the authority or right, to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of the other Party.

4. DURATION

4.1. This Agreement shall commence on the Commencement Date, unless otherwise provided for in this Agreement, remain in force for 7 (seven) years (**Please note that the intended seven year contract period is still under review and will be finalised at a later date**) and terminate on the Initial Termination Date or continue for such further period (if any) in the event that the WCED elects to extend the Agreement in accordance with the extension process set out in clause 4.4 below (the “Term”).

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- 4.2. By the latest during the second last School Term prior to the Initial Termination Date, the WCED will, in writing, notify the Service Provider of its intention to extend the Agreement in accordance with the provisions set out in this Agreement.
- 4.3. If no written notice of extension is received by the Service Provider from the Head Office (Directorate: Procurement Management) by the latest during the last School Term prior to the Initial Termination Date, then the Agreement shall *ipso facto* terminate on the Initial Termination Date, unless the Parties agree otherwise in writing.
- 4.4. Extension process –
- 4.4.1. In the event of the Head Office (Directorate: Procurement Management) notifying the Service Provider of its intention to extend this Agreement, it shall simultaneously provide the Service Provider with details of its requirements regarding the duration of the extended term.
- 4.4.2. This Agreement will be extended on the same terms and conditions contained herein, unless agreed otherwise in writing by the Parties.
- 4.4.3. The Service Provider shall, upon receipt of the aforementioned notice of intention to extend the Agreement, provide to the Head Office (Directorate: Procurement Management), within 1 (one) Calendar Month thereafter, its proposal (pertaining to pricing and any relevant terms and conditions) for extension of the Agreement, which shall be on terms and conditions no less favourable to the WCED than the terms and conditions contained herein.
- 4.4.4. The Parties shall negotiate in good faith to reach agreement of the extension terms and conditions. In the event that the Parties fail to reach agreement by the beginning of the Calendar Month prior to the Initial Termination Date, then this Agreement shall, *ipso facto*, terminate on the Initial Termination Date.
- 4.4.5. Any extension shall be subject to the relevant approval prescripts by the Head of Department.

5. SUBSTITUTE SERVICE PROVIDER

- 5.1. The written consent of the Head Office (Directorate: Procurement Management) shall be required before the Service Provider may appoint any Substitute Service Provider.
- 5.2. In the event of an industrial dispute or staff stay-away, or any other situation affecting the Service Provider and its ability to provide the Services, the Service Provider shall be responsible for taking all reasonable steps to render the Services by means of the use of a Substitute Service Provider. If due to an Emergency there is no time to obtain prior written approval from the WCED before the appointment of the Substitute Service Provider, the Service Provider must inform the WCED of the particulars of such Substitute Service Provider and then obtain the written approval of the Head Office (Directorate: Procurement Management) within 3 (three) Business Days of the appointment of the Substitute Service Provider.
- 5.3. The appointment of a Substitute Service Provider under this clause shall not be valid for more than ninety (90) Calendar Days. The Head Office (Directorate: Procurement Management) shall nevertheless only deal with and issue instructions to the Service Provider who shall bear full responsibility for the provision of the Services in accordance with this Agreement. It shall at all times be the responsibility of the Service Provider to liaise with the Substitute Service Provider.
- 5.4. When claims are submitted, proof of delivery, to the satisfaction of the WCED, covered by the Substitute Service Provider must be submitted. The Service Provider will be paid in accordance with this Agreement for any trips made by the Substitute Service Provider and it will be the Service Provider's responsibility to reimburse the Substitute Service Provider fully.

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- 5.5. If the Service Provider is unable for any reason to provide the Services in accordance with the Time Schedule for any consecutive period of 48 (forty eight) hours and fails to arrange for a Substitute Service Provider, the Service Provider shall immediately inform the District Office to this effect, to enable the District Office to make alternative arrangements. Unless the Service Provider can prove that it was prevented from operating due to circumstances beyond its control, it shall be liable for all the associated extra costs, and penalties in terms of this Agreement for the failure to render the Services. Circumstances beyond the control of the Service Provider shall not include disputes, stay-aways or strikes confined to the Service Provider only.

6. CESSION TO THE SCHOOLS IN TERMS OF SASA

- 6.1. Section 21 of SASA authorises the Head Office, on application by a School, to allocate certain functions to it which entails that a School can apply to the WCED to take over the Learner transport functions of the WCED in respect of that specific School.
- 6.2. The WCED thus reserves the right to cede and delegate to a School its rights and obligations in terms of this Agreement, in which case the School shall replace the WCED as a Party to this Agreement. The WCED further undertakes in such cases to give the Service Provider 3 (three) Calendar Months' notice of such cession and delegation.

7. TERMINATION OF APPOINTMENT

- 7.1. Notwithstanding any other provision in this Agreement, the WCED shall be entitled to terminate this Agreement forthwith by written notice to the Service Provider if the Service Provider –
- 7.1.1. enters into insolvency;
 - 7.1.2. commits a fraudulent or dishonest act;
 - 7.1.3. is, through its own actions, prevented from performing its duties for a period exceeding 5 (five) days;
 - 7.1.4. is guilty of any conduct which is prejudicial to the WCED's interest;
 - 7.1.5. has a civil judgment entered against it;
 - 7.1.6. renders a standard of service which is below the standards set out in the Specifications and the annexures thereto and fails to remedy such standard of service within 7 (seven) Calendar Days of receiving written notice informing it of such breach;
 - 7.1.7. fails to provide a valid tax clearance certificate during the contract period if the WCED requests it; and
 - 7.1.8. due to a change during the contract period, qualifies for lower BBBEE status points than its status points as at the conclusion of this Agreement.
- 7.2. If the WCED is of the opinion that –
- 7.2.1. the Service Provider made any intentional or negligent misrepresentation to it whether at the time of the bid evaluation, in the completion of the Bid Documents or in the execution of the Agreement;

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- 7.2.2. the Service Provider, in relation to obtaining the bid giving rise to the this Agreement with the WCED, or in relation to the execution of this Agreement, has or has caused to be promised, offered or given to an official, employee or any other person any bribe, commission, gift, loan, advantage or any other consideration whatsoever;
- 7.2.3. the Service Provider or any entity or person with whom the Service Provider is actively associated with or, where the Service Provider is a company or partnership, any manager, director or any person who wholly or partly exercises or may exercise control over such a company or partnership, has acted fraudulently or in bad faith or in any improper manner in the obtaining of or in the execution of this Agreement; or
- 7.2.4. if the Service Provider in conducting its business, has contravened or, neglected to comply with statutory requirements and as a result thereof, has been found guilty of a criminal offence;

then the WCED may cancel this Agreement immediately without prejudice to any other remedies it may have.

- 7.3. The following Service related incidents shall entitle the WCED to give notice of termination of the Agreement forthwith if –
 - 7.3.1. Learners are dropped off late at School in the morning or picked up late after School in the afternoon more than 3 (three) times in a Calendar Month or otherwise as a regular occurrence;
 - 7.3.2. Vehicles are overloaded and Learners are forced to stand in such overloaded Vehicles;
 - 7.3.3. the Service Provider, regardless of the reason, does not transport the Learners without informing the Principal or making alternative arrangements;
 - 7.3.4. the drivers should jeopardise the lives of the Learners in any manner including through their conduct and/or their failure to apply the rules of the road;
 - 7.3.5. the Service Provider uses the same Vehicle for providing the Services in terms of this Agreement for also providing services in terms of another agreement;
 - 7.3.6. the Vehicles used by the Service Provider do not have valid Vehicle Licences or do not have Roadworthy Certificates;
 - 7.3.7. If the WCED becomes aware that a driver does not have a valid Driver's License and Professional Driving Permit; and
 - 7.3.8. If the Service Provider does not have its Vehicle tested for roadworthiness as required by the NRTA or on request by the WCED.
- 7.4. Should the WCED determine that there is no longer a need for the Services, it reserves the right to cancel this Agreement on 1 (one) School Term's written notice to the Service Provider. In the event that the Agreement is cancelled due to the Services no longer being needed, the Service Provider must send an invoice to the WCED for all outstanding amounts within 14 (fourteen) Calendar Days of the last School Day on which the Services are rendered. This outstanding invoice will be paid by the WCED within 30 (thirty) Calendar Days of the date thereof and in accordance with the usual procedures set out in clause 12 below and once paid, the Service Provider will have no further claims against the Department.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. General representations and warranties –

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- 8.1.1. The Service Provider represents and warrants that for the Term, the Services shall conform to and operate in accordance with the Specifications and the Service Level Schedule.
- 8.1.2. The Service Provider represents and warrants that it shall perform its obligations in terms of this Agreement with promptness and in accordance with the standards agreed upon in this Agreement. Without limiting the generality of the foregoing, the Service Provider represents and warrants that it (and including, but not limited to, its employees, agents, representatives and Substitute Service Providers) shall have the necessary skills, experience, expertise, capacity and knowledge reasonably required to perform the Services in accordance with the requirements set out in this Agreement.
- 8.1.3. The Service Provider represents and warrants that it shall render the Services in terms of this Agreement in a cost effective manner.
- 8.1.4. The Service Provider represents and warrants that it shall not do, nor omit to do anything which would adversely impact on, or prejudice the Department's reputation in any way whatsoever.
- 8.1.5. In the light of the essential nature of the Services to the WCED, it is hereby recorded and agreed that the Service Provider hereby irrevocably and unconditionally undertakes and warrants in favour of the WCED that for so long as the Term endures it shall not disrupt or interfere with the provision the Services.

8.2. Representations and warranties relating to the provision of the Services –

- 8.2.1. The Service Provider warrants that the Vehicles listed in Annexure "C" annexed hereto are in proper working order, roadworthy and available and will be used to fulfil its obligations in terms of this Agreement.
- 8.2.2. The Service Provider warrants that the Vehicles listed in Annexure "C" annexed hereto are to be used exclusively for rendering the Services during the agreed pick-up and drop-off times in the mornings and afternoons on School Days and shall not be used for the provision of other transport services during this time.

9. DUTIES OF THE WCED

- 9.1. The WCED hereby entrusts all such powers and duties to the Service Provider as are required to enable the Service Provider to lawfully perform its duties effectively and competently in terms of this Agreement.
- 9.2. It is the duty of the Head Office to monitor such Services and to ensure compliance with this Agreement, the Service Level Schedule and the Specifications.
- 9.3. The WCED shall have the right to investigate any complaints, objections or representations made by interested parties relating to the Services.

10. DUTIES OF THE SERVICE PROVIDER

- 10.1. The Service Provider shall perform the Services according to best practices and with the requisite skills, expertise and knowledge.
- 10.2. The Service Provider shall ensure that all Services conform to all the Specifications and render the Services strictly in accordance with the Service Level Schedule annexed hereto as Annexure "B".
- 10.3. The Service Provider shall make itself available to attend meetings called by the Head Office, District Office and/or Principal and provide any feedback and/or information requested during those meetings.

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- 10.4. The Service Provider shall provide reports to the WCED as requested by the WCED in writing.
- 10.5. The Service Provider shall ensure that it provides the Principal with the Code of Conduct by the Commencement Date, which may not exclude any of the provisions contained in the pro forma Code of Conduct annexed to the Bid Documents.

11. INSURANCE

- 11.1. The Service Provider must take reasonable steps to ensure the safety of passengers and property. The WCED shall not be liable for any loss or damages resulting from damage to property or the death of or injury to any person which is caused by an intentional or negligent act or omission of the Service Provider or its agents or employees.
- 11.2. The Service Provider shall obtain public liability insurance, which is to the satisfaction of the WCED and in particular to cover claims that may lead to liability resulting from incidents not covered by the Road Accident Fund, at its own cost commensurate with the risks associated with rendering the Services.
- 11.3. The Service Provider warrants that it will maintain an insurance policy cover that satisfies the WCED contemplated in clause 11.1 for the Term.
- 11.4. The Service Provider shall, at the Commencement Date and thereafter on a quarterly basis, submit to the Head Office, proof of the validity and continuance of its insurance policy.
- 11.5. Any non-compliance or the failure to make regular payments of premiums, resulting in the cancellation or suspension of the insurance policy, will constitute a material breach of this Agreement and any damage and/or loss suffered by the WCED as a result thereof shall be borne by the Service Provider.
- 11.6. Clause 11.1 will survive the termination of this Agreement.

12. INVOICING AND PAYMENTS

- 12.1. The WCED shall pay the Service Provider in accordance with the pricing schedule attached hereto as Annexure "D".
- 12.2. The costs referred to in 12.1 above are all-inclusive of all costs associated with rendering the Services which includes VAT, all costs associated with the provision of divers, Adult Supervisors and Vehicles, petrol and/or diesel costs, operational costs, administrative costs and the costs associated with obtaining Operating Licences and complying with Applicable Law.
- 12.3. The WCED shall pay the said amounts within 30 (thirty) Calendar Days of receipt of a detailed and valid tax invoice, Claim Form and a copy of the Register of Authorised Learners.
- 12.4. The following details must be reflected on the invoices contemplated in clause 12.3 –
- 12.4.1. The total amount payable with reference to the specific Services that have been rendered during a particular Claim Month;
- 12.4.2. The invoice number; and
- 12.4.3. VAT payable.
- 12.5. The WCED will verify the correctness of a tax invoice, and notify the Service Provider of any possible discrepancies within 10 (ten) Business Days of receipt of the tax invoice. If the WCED identifies any material discrepancies, the tax invoice will be referred back to the Service Provider, and the amount due will be payable within 30 (thirty) Calendar Days from receipt of a corrected tax invoice, provided that the

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provisions of clauses 12.3 and 12.4 have been complied with. Undisputed amounts on an invoice shall be paid by the WCED in accordance with clause 12.3.

- 12.6. No payment shall be made in respect of Services that have been rendered that do not comply with the requirements in this Agreement and its annexures.
- 12.7. All payments in terms of this Agreement shall be made in South African Rand by way of an electronic banking transfer into the bank account of the Service Provider (located in the Republic of South Africa), details of which will be specified in the relevant invoice, quoting the invoice number against which payment is to be made.

13. PENALTIES

- 13.1. The Services shall be monitored and penalties will be imposed as set out in this clause for all offences listed.
- 13.2. The WCED will advise the Service Provider on a monthly basis of penalties to be imposed.
- 13.3. Revenue Kilometres shall in all cases only be paid for trips which have been operated.
- 13.4. No Vehicle shall leave the first point of departure before the time listed in the Time Schedule or more than 15 (fifteen) minutes thereafter, failing which penalties will be imposed as set out below.
- 13.5. The Service Provider will be expected to adhere strictly to the requirements of the Specifications. Penalties will be imposed as follows –

	Event	Penalty
13.6.1	Where a trip has not been provided: i. 1 st Occurrence per Route per Claim Month; ii. 2 nd Occurrence per Route per Claim Month; iii. 3 rd Occurrence and more per Route per Claim Month.	R500.00 (five hundred Rand) R700.00 (seven hundred Rand) R1000.00 (one thousand Rand)
13.6.2	Late arrival and departure from schools: i. Vehicle departs from first point of departure before the time stated in the Time Schedule or after 15 minutes thereafter; ii. Vehicle has not arrived at School within 30 (thirty) minutes after School starting time; iii. Vehicle arrives at School 30 (thirty) minutes or more after School starting time; iv. Vehicle has not arrived at School within 30 (thirty) minutes of the School closing time.	R150.00 (one hundred and fifty Rand) R250.00 (two hundred and fifty Rand) R500.00 (five hundred Rand) R500.00 (five hundred Rand)

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13.6.3	<p>Vehicle breakdowns:</p> <p>i. Failure to provide a replacement Vehicle to transport Learners to School in the morning;</p> <p>ii. Failure to provide a replacement Vehicle in the afternoon within 2 (two) hours of breakdown.</p> <p>Should the Service Provider fail to provide a replacement Vehicle such conduct will constitute a serious breach. The WCED will not compensate the Service Provider and reserves the right to institute breach procedures if no alternative arrangements are made to transport the Learners to and from School.</p>	<p>No remuneration for trip</p> <p>No remuneration for trip</p>
13.6.4	Failure to pick-up or drop-off Authorised Learners at authorised points.	R250.00 (two hundred and fifty Rand)
13.6.5	<p>Vehicles in unsatisfactory condition:</p> <p>i. Unauthorised Vehicle used;</p> <p>ii. Use of a Vehicle without a valid Vehicle Licence or Roadworthy Certificate;</p> <p>iii. Use of a Vehicle with obvious defects (i.e. defective door, missing window, loose or broken seat).</p> <p>Where it is discovered that a Vehicle is used that does not have a Vehicle Licence and/or Roadworthy Certificate, the Service Provider must make arrangements for a licensed and roadworthy replacement Vehicle within 2 (two) hours, failing which</p> <p>the WCED may arrange for alternative transport and the Service Provider shall be held liable for the costs.</p>	<p>R750.00 (seven hundred and fifty Rand)</p> <p>R750.00 (seven hundred and fifty Rand)</p> <p>R250.00 (two hundred and fifty Rand)</p>
13.6.6	<p>Deviating from Route:</p> <p>Deviation from the Route unless the Service Provider can show that the deviation was a response to an unexpected situation such as weather or road incident.</p> <p>The Service Provider will only be compensated for approved Revenue Kilometres. Anticipated Route deviations due to bad weather and road conditions are excluded if the Service Provider informs the WCED within 24 (twenty four) hours of such Route deviation. The WCED will determine the validity and the distance of the deviation.</p>	R300.00 (three hundred Rand)
13.6.7	Display of vehicle identification:	

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	Failure to display Vehicle identification that Learners are being transported in terms of paragraph 2.7 of the Special Conditions of Contract.	R300.00 (three hundred Rand)
13.6.8	Failing to provide the WCED with any information or documentation applicable to the Contract.	R500.00 (five hundred Rand)
13.6.9	Failing to present approved Vehicles for inspection or testing as required by the WCED.	R750.00 (seven hundred and fifty Rand)
13.6.10	Drivers and Adult Supervisors failing to comply with the conditions set out in the Code of Conduct.	R500.00 (five hundred Rand)
13.6.11	Failing to submit a Claim Form and invoice within three (3) Business Days after the 15 th (fifteenth) day of a Claim Month.	R250.00 (two hundred and fifty Rand)

13.6. Penalties will be imposed per Vehicle per day or per occurrence.

13.7. Notwithstanding the penalties above, the WCED reserves the right to place the Service Provider in breach for the abovementioned transgressions in terms of clause 17 below.

14. ENTIRE AGREEMENT AND ASSIGNMENT

14.1. This Agreement replaces any other previous verbal or written agreement entered into between the Parties.

14.2. This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.

14.3. The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.

14.4. Notwithstanding any provision to the contrary in the Agreement, the primary responsibility for supplying the Services vests with the Service Provider and it may not subcontract, assign, cede, delegate or transfer, in whole or in part, any of its obligations to perform in terms of this Agreement to any other person, without the prior written consent of the WCED.

15. WAIVER

15.1. No waiver of any of the terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.

15.2. No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.

15.3. No indulgence, leniency or extension of time which any Party (*"the Grantor"*) may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this Agreement.

16. SEVERABILITY

In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Initials of the authorised representative of the bidder _____	Initials of witness 1 _____ Initials of witness 2 _____
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17. BREACH

- 17.1. Should a Party breach any of the terms and conditions of this Agreement and remain in such breach for 7 (seven) Calendar Days after receipt of a written notice calling upon it to remedy such breach, then the Party who served such notice shall be entitled, in addition to any remedy which it may have in law, to cancel this Agreement.
- 17.2. In the case where the Service Provider remains in breach despite the notice as contemplated in clause 17.1, the WCED may impose penalties as contemplated by clause 22 of the GCC and, in particular, clause 13 above, or claim damages in lieu of penalties.
- 17.3. Notwithstanding the provisions of clauses 17.1 and 17.2, the WCED may elect to appoint a third party without notice to render part of the Services at the Service Provider's expense if the Service Provider fails to render any part of the Services for a period of more than 24 (twenty four) hours.

18. SETTLEMENT OF DISPUTES

- 18.1. Without detracting from a Party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this Agreement, the parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 18.2 and 18.3.
- 18.2. Mediation –
- 18.2.1. Subject to the provisions of clause 18.1, any dispute arising out of or in connection with this agreement may be referred by the parties without legal representation to a mediator.
- 18.2.2. The dispute shall be heard by the mediator at a place and time to be determined by him or her in consultation with the parties.
- 18.2.3. The mediator shall be selected by agreement between the parties.
- 18.2.4. If an agreement cannot be reached upon a particular mediator within 3 (three) Business Days after the Parties have agreed to refer the matter to mediation, then the President of the Cape Law Society shall nominate the mediator within 7 (seven) Business Days after the Parties have failed to agree.
- 18.2.5. The mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
- 18.2.6. The Parties shall have 7 (seven) Business Days within which to finalise their representations. The mediator shall within 7 (seven) Business Days of the receipt of the representations express in writing an opinion on the matter and furnish the Parties each with a copy thereof by hand or by registered post.
- 18.2.7. The opinion so expressed by the mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree

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to refer the dispute to arbitration in accordance with clause 18.3. The expressed opinion of the mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.

18.2.8. The cost of mediation shall be determined by the mediator.

18.2.9. Liability for such cost shall be apportioned by the mediator and shall be due and payable to the Mediator on presentation of his or her written account.

18.3. Arbitration –

18.3.1. Subject to the provisions of clause 18.1, the Parties may agree to refer any dispute arising out of or in connection with this Agreement, to arbitration.

18.3.2. Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act 42 of 1965, it being intended that, if possible, it shall be held and concluded within 10 (ten) Business Days.

18.3.3. Save as otherwise specifically provided herein, the arbitrator shall be if the matter in dispute is –

18.3.3.1. primarily a legal matter, a practising Senior Advocate of the Cape Bar;

18.3.3.2. any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute.

18.3.4. If agreement cannot be reached on whether the question in dispute falls under 18.3.3.1 or 18.3.3.2 and/or upon a particular arbitrator within 3 (three) Business Days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall –

a) determine whether the question in dispute falls under 18.3.3.1 or 18.3.3.2; and/or

b) nominate the arbitrator within 7 (seven) Business Days after the Parties have failed to agree.

18.3.5. The arbitrator shall give his or her decision within 5 (five) Business Days after the completion of the arbitration. The arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties.

18.3.6. The decision of the arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any Party to the arbitration.

18.4. Notwithstanding the provisions contained in clause 27 of the GCC, disputes between the Parties shall be governed exclusively by, and settled in terms of, clauses 18.1 to 18.3 of this Agreement.

19. CONFIDENTIALITY

19.1. Save as otherwise provided in this Agreement, the Parties shall treat as strictly secret and confidential the existence and nature of all discussions and negotiations relating to the subject matter of this Agreement, it being agreed and undertaken by the Parties that no disclosure of whatsoever nature or kind of the content of this Agreement shall be made to any person without the prior written consent of the other Party.

19.2. The Parties shall not during the currency of this Agreement or at any time thereafter, utilise or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be

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disclosed to any third party, any personal information of any person obtained during the course of rendering the Services, unless compelled by law to disclose such information.

20. INDEMNITY

- 20.1. The Service Provider specifically indemnifies the WCED against all and any claims, including claims for consequential damages, which might arise from personal injury, death, loss or damage to property or person, or any other claim of whatsoever nature, arising from negligence, gross negligence or any other cause howsoever, which any person may have or institute against the WCED and where the cause of such claim can be directly or indirectly attributed to the rendering of the Services by the Service Provider.
- 20.2. Clause 20.1 shall survive the termination of this Agreement.

21. NOTICES AND DOMICILIUM

- 21.1. The Parties choose as their respective *domicilium citandi et executandi* for the purposes of legal proceedings, the transmission of invoices and credit notes in terms of this Agreement, the following addresses:

The WCED:

The Head of the WCED
Grand Central Building
Plein Street
Cape Town
8000

The Service Provider

[Designation]
[Address]

- 21.2. All notices referred to in clause 21.1 above that are to be given in terms of this Agreement shall be given in writing and be delivered or sent by prepaid registered post to the Party's chosen *domicilium citandi et executandi*.
- 21.3. If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received 7 (seven) Business Days after the date of posting.
- 21.4. A written notice or communication actually received by a Party shall be deemed to be adequate notice notwithstanding that it was not delivered or sent to its chosen domicile address. If transmitted by electronic mail message be deemed to have been received by the addressee on the expiration of 24 (twenty four) hours after transmission.

22. FORCE MAJEURE

- 22.1. Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves –
- 22.1.1. that the failure was due to an impediment beyond its control;
- 22.1.2. that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Agreement; and
- 22.1.3. that it could not reasonably have avoided or overcome the impediment or its effects.

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- 22.2. An impediment, as aforesaid, may result from events such as the following (this list is not exhaustive) –
- 22.2.1. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;
 - 22.2.2. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
 - 22.2.3. explosions, fires, destruction of machines, of factories and of any kind of installations;
 - 22.2.4. acts of authority, whether lawful or unlawful, part from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.
- 22.3. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon, and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 60 (sixty) Business Days, either of the Parties shall be entitled to terminate this Agreement.

SIGNED ON BEHALF OF THE WCED AT ON THIS THE

DAY OF 2017

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:-

1.(witness)

2.(witness)

.....
[insert name and surname] on behalf of the
WCED being duly authorised

Initials of the authorised representative of the
bidder

Initials of witness 1 _____
Initials of witness 2 _____

SIGNED ON BEHALF OF THE SERVICE PROVIDER AT ON THIS THE
..... DAY OF 2017

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:-

1.(witness)

2.(witness)

.....
[insert name and surname] on behalf of the
Service Provider being duly authorised

Initials of the authorised representative of the
bidder

Initials of witness 1 _____
Initials of witness 2 _____

VOLUME 6: TENDER FORMS

Applicable to all tenders and apply except insofar as amended by the Special Conditions of Contract or other documents.

All applicable Tender Forms must be completed and signed or initialled by or on behalf of the Bidder. Failure to do so may invalidate the tender.

THE PROVISION OF LEARNER TRANSPORT SERVICES FOR THE WESTERN CAPE EDUCATION DEPARTMENT (WCED).

BID NO:

ROUTE NO:

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Annexure J – Pro forma code of conduct for drivers and adult supervisors

Annexure K – Checklist of documents to be provided by the bidder

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**Annexure “A”
GOVERNMENT PROCUREMENT**

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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TABLE OF CLAUSES

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bidder

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General Conditions of Contract

1. Definitions

1. 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

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submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 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**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) 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
 - (b) 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**
- 8.1 All pre-bidding testing will be for the account of the bidder.

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- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the 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.

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- 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.
- 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.

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- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

- 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 canceling 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.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

- 23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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 anti-dumping 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.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

- 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.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

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.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

ANNEXURE “B”
WCBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE EDUCATION DEPARTMENT
--

BID NUMBER: B/WCED (ROUTE –)

CLOSING DATE:

CLOSING TIME:

DESCRIPTION:

The successful bidder will be required to fill in and sign a written Contract Form (WCBD 7.1).

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

Ground Floor, Grand Central Towers
Lower Plein Street
CAPE TOWN

OR

ONLY IF THE BID DOCUMENTS ARE TOO BULKY TO BE DEPOSITED THROUGH THE SLOT
OPENING OF THE BID BOX OR TO BE SUBMITTED VIA COURIER, BID DOCUMENTS MUST BE
HAND DELIVERED TO:

The Deputy Director: SCM Operations (Att: R Africa)
6th Floor, Room 603
Grand Central Towers
Lower Plein Street
Cape Town

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be
accepted for consideration.

The bid box is accessible 24 hours a day, 7 days a week.

All bids must be submitted on the official forms – (not to be re-typed)

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement
Regulations, 2011, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of
contract

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of bidder.....

Postal address.....

Street address.....

Telephone number (code)..... (number).....

Cell phone number

Initials of the authorised representative of the bidder	Initials of witness 1 _____ Initials of witness 2 _____
--	--

Facsimile number (code) (number).....

E-mail address

Vat registration number

Has a B-BBEE status level verification certificate been submitted? [WCBD 6.1 (a) or (b)]

YES		OR	NO	
-----	--	----	----	--

If yes, who was the certificate issued by?

An Accounting Officer as contemplated in the close corporation act (CCA).....☐

A verification agency accredited by the South African Accreditation System (SANAS);☐ or a registered auditor (IRBA).....☐

[TICK APPLICABLE BOX]

The revised Broad Based Black Economic Empowerment Codes of Good Practice of 2013 requires an EME (Annual total revenue up to R10 million) and a QSE (Annual total revenue between R10 million - R50 million) to submit a 'sworn' affidavit confirming turnover and black ownership on an annual basis. The applicable 'sworn' affidavit is obtainable from the Department of Trade and Industry website: http://www.thedti.gov.za/economic_empowerment/bee_codes.jsp

If the bidder is an Exempted Micro Enterprise ("EME") or Qualifying Small Enterprise ("QSE") (**which is at least 51% black owned**), an affidavit with evidentiary proof to support averments made in the affidavit in respect of turnover and level of black ownership, must be submitted with the bidding documents at bid closure.

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

Signature of bidder:.....

Print name:.....

Date:.....

Capacity under which this bid is signed.....

By signing this document I acknowledge that:

- (a) I am duly authorised to submit this bid on behalf of the bidder; and
- (b) I have acquainted myself with the GCC and any contract subsequently entered into will be governed by the GCC

Total bid price (Incl. VAT)

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Western Cape Education Department

Contact Person:

Tel:

E-mail address:

Initials of the authorised representative of the
bidder

Initials of witness 1 _____
Initials of witness 2 _____

ANNEXURE "C"

OWNERSHIP (DETAILS OF SHAREHOLDERS, MEMBERS, PARTNERS, DIRECTORS, SOLE PROPRIETORS):

SURNAME & INITIALS	ID NUMBER/ PASSPORT NUMBER	DESIGNATION OR TITLE	CITIZENSHIP YES/NO IF NO, SPECIFY	MALE OR FEMALE	ETHNIC GROUP	% OWNER-SHIP IN BUSS.	% FINANCIAL VOTING POWER	% MANAGEMENT VOTING POWER	SIGNING POWERS ON BEHALF OF BIDDER

OWNERSHIP OR INTEREST IN OTHER TRANSPORT RELATED COMPANIES OR OPERATIONS BY ANY ONE OF THE ABOVE-MENTIONED PERSONS MUST BE DECLARED AND SUCH DECLARATION TO BE ATTACHED TO THE BID.**MANAGEMENT:**

Designation or title	Surname & initials	ID number	Male or Female	Ethnic group	Citizenship
Managing Director or Member					
General Manager					
Operations Manager					
Other (Please specify)					

ORGANISATIONAL STATUS OF BIDDER (Mark applicable status with X):

- 1.1 Individual ownership
 1.2 A company
 1.3 A close corporation
 1.4 Partnership
 1.5 Joint venture
 1.6 Other (Specify)

I/we declare that all the required information furnished is true and correct.

.....
SIGNATURE(S) OF BIDDER(S) FOR AND ON BEHALF OF THE BIDDER (duly authorised representative or in the case of a Joint Venture, the authorised signatory must sign or else all parties are required to sign if one party has not been granted signing rights)

DATE:

Initials of the authorised representative of the bidder

Initials of witness 1 _____
 Initials of witness 2 _____

ANNEXURE "D"

SCHEDULE OF VEHICLES INTENDED FOR USE ON THIS CONTRACT

Vehicle Reg. No.	Make. Model Name & year of bus(s)	New/ Used	Purchased/ Leased	Bus description According to classification Minibus Or Standard	Max. number of Passengers	Condition Indicate Good Fair Or Poor
					Seating capacity	

NB

- The bidder shall complete the above schedule to inter alia indicate that he has the capacity to transport the specified number of Learners.
- Failure to complete and sign this Schedule shall invalidate the Bid.
- **The Vehicles must be available immediately upon award of the contract on signing the WCBD 7.1 Contract form.**

I/we declare that all the required information furnished is true and correct.

DATE:

SIGNATURE(S) OF BIDDER(S).....

FOR AND ON BEHALF OF THE BIDDER (duly authorised representative or in the case of a Joint Venture, the authorised signatory must sign or else all parties are required to sign if one party has not been granted signing rights)

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

ANNEXURE "E"

BIDDER'S EXPERIENCE**Past Passenger Transport Contract Experience (with Western Cape Provincial Administration):**

Name of Town/City from where learners were transported	Period	Contract No.	No. of Buses	Registration number of buses	No of Learners	Name of School to which learners were transported

Present Passenger Transport Contract Experience (with Western Cape Provincial Administration):

Name of Town/City from where learners are transported	Period	Contract No.	No. of Buses	Registration number of buses	No of Learners	Name of School to which learners were transported

Have any of your Learner transport contracts with the WCED been cancelled as a result of your breach thereof or negligence?

YES	NO
-----	----

If yes, specify details herein below:

Contracting Institution	Period	Contract Details	Remarks

The Bidder acknowledges that if any of its contracts were previously terminated on this basis, it shall not qualify to be awarded contract in terms of this Bid or any other bid for Learner transport contracts.

PARTICULARS OF CURRENT BIDS THAT HAVE NOT YET BEEN AWARDED:

Name of Town/City from where learners are transported	Period	Bid No.	No. of Buses	Registration numbers	No of Learners	Name of School to which learners were transported

I/we declare that all the required information furnished is true and correct.

.....
SIGNATURE(S) OF BIDDER(S)

FOR AND ON BEHALF OF THE BIDDER (duly authorised representative or in the case of a Joint Venture, the authorised signatory must sign or else all parties are required to sign if one party has not been granted signing rights)

DATE:

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

PRICING STRUCTURE**ANNEXURE "F"
WCBD 3.5**

NB: USE ONLY BLACK INK TO FILL IN THIS FORM (IMPORTANT: This form must be completed in full)	
CLOSING TIME ON VALIDITY: DAYS	BID NO.: B/WCED (ROUTE)
NAME OF BIDDER:	
DESCRIPTION	
<p>Transport of learners over a distance of km per day commencing the beginning of and ending at the end of the</p> <p><i>(The distance means the total distance the Contractor has to travel every day in terms of the route specifications to transport learners to the school in the mornings and back in the afternoons)</i></p> <p>A price per kilometre per school day <u>must</u> be quoted for each year for each learner number category. (The following is an example: Price per year ÷ 200 school days per year ÷ by the indicated distance = price per kilometre per school day or R500 000.00 ÷ 200 days ÷ 50 km = R50/km/day).</p> <p>An average of 200 school days should be used to calculate the daily tariff per kilometre as the exact number of school days per annum is determined annually.</p> <p>The number of learners cannot be guaranteed as the number of authorised learners may increase or decrease over the contract term. Only the Head: Education or his/her delegated Head Office representative may approve the transportation of additional learners to those as set out in the bid invitation.</p> <p>BID PRICE MUST BE PROVIDED IN S.A. CURRENCY INCLUSIVE OF VAT</p> <p>THE BIDDER SHALL BID A TARIFF PER KILOMETRE FOR EACH LEARNER NUMBER CATEGORY REGARDLESS OF THE NUMBER OF LEARNERS INDICATED IN THIS BID. (REFER TO CLAUSE 15 OF THE CONDITIONS OF CONTRACT FOR LEARNER TRANSPORT SCHEMES)</p> <p>THE BID WILL BE EVALUATED USING THE ACTUAL NUMBER OF LEARNERS INDICATED IN THIS BID AND THE CORRESPONDING TARIFFS INDICATED.</p>	

 Initials of the authorised representative of the bidder

 Initials of witness 1 _____
 Initials of witness 2 _____

NB: USE ONLY BLACK INK TO FILL IN THIS FORM							
(IMPORTANT: This form must be completed in full) CLOSING TIME ON VALIDITY: DAYS					BID NO.: B/WCED (ROUTE)		
NAME OF BIDDER:							
LEARNER NUMBER CATEGORIES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
10 – 60 learners	R	R	R	R	R	R	R
61 – 120 learners	R	R	R	R	R	R	R
121 – 180 learners	R	R	R	R	R	R	R
181 – 240 learners	R	R	R	R	R	R	R
241 – 300 learners	R	R	R	R	R	R	R
301 – 360 learners	R	R	R	R	R	R	R
361 – 420 learners	R	R	R	R	R	R	R
421 – 480 learners	R	R	R	R	R	R	R
481 – 540 learners	R	R	R	R	R	R	R
541 – 600 learners	R	R	R	R	R	R	R
601 learners and above	R	R	R	R	R	R	R
Are you registered in terms of sections 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No. 89 of 1991), and if so, state your VAT registration number?				YES/NO Vat. No.:			
Are you a member of any accredited organisation/institute for transport services? If so, what is the name of such organisation and your membership number?				YES/NO		Mem. No.:	
Contact person and telephone number should any further information be required regarding this tender				Name:..... Contact nr.			

I/we declare that all the required information furnished is true and correct.

.....

SIGNATURE(S) OF BIDDER(S)

FOR AND ON BEHALF OF THE BIDDER (duly authorised representative or in the case of a Joint Venture, the authorised signatory must sign or else all parties are required to sign if one party has not been granted signing rights)

DATE:

Initials of the authorised representative of the bidder _____	Initials of witness 1 _____ Initials of witness 2 _____
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**ANNEXURE “G”
WCBD 4**

PROVINCIAL GOVERNMENT OF WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2012: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the central supplier database.
3. Definitions

“**Bid**” includes a price quotation, advertised competitive bid, limited bid or proposal

“**Bid rigging (or collusive bidding)**” occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors

“**business interest**” means

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, and includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“**Consortium or Joint Venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“**employee**” means a person employed by the Provincial Government or a provincial public entity, whether permanently or temporarily, including –

- (a) an employee as contemplated in section 8 of the Public Service Act, 1994 (Proclamation 103 of 1994);

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This registration form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

- (b) a person appointed in terms of section 12A of the Public Service Act;
- (c) a person transferred or seconded to the Provincial Government or a provincial public entity in terms of section 15 of the Public Service Act; and
- (d) an educator as defined in the *Employment of Educators Act, 1998* (Act 76 of 1998), and includes a member of the board or other controlling body of a provincial public entity;

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

“**entity**” means any —

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“**entity conducting business with the Institution**” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province

“**Family member**” means a person’s —

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

“**intermediary**” means a person through whom an interest is acquired, and includes—

- (a) a person to whom is granted or from whom is received a general power of attorney; and
- (b) a representative or agent;

“**Institution**” means —

Provincial Government of the Western Cape

“**Provincial Government Western Cape (PGWC)**” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“**RWOPS**” means —

Remunerative Work Outside the Public Service

“**spouse**” means a person’s —

- (a) partner in marriage;
- (b) partner in a customary union according to indigenous law; or
- (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This registration form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity’s responsibility to advise the Institution in writing of the change in such details.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

4. Any legal person, including persons employed by the Institution, or their family members, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the PG, or to their family member, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution; and/or
5. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
6. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
7. Communication between partners in a joint venture or consortium will not be construed as collusive bidding
8. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This registration form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

SECTION A: DETAILS OF THE ENTITY**A1.** *Name of the Entity***A2.** *Entity registration Number
(where applicable)***A3.** *Entity Type***A4.** *Tax Reference Number*

A5. *Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.*

TABLE A

FULL NAME	DESIGNATION <i>(Where a director is a shareholder, both should be confirmed.)</i>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

 Initials of the authorised representative of the bidder

 Initials of witness 1 _____
 Initials of witness 2 _____

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

To disclose relationships between the bidding entity and persons listed in Table A and any employees of the Institution; and to restrict business interest of Institution employees' according to paragraph 3.8 of the Western Cape Provincial Treasury Instruction 2012, (Supply Chain Management Goods and Services), bidding entity must give the following details. An Institution employee taking remunerative work outside public enterprise should first obtain necessary approval (RWOP), failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

B1.	Are any persons listed in Table A employees of the Institution? (If yes, complete Table B and attach "RWOP")	<input type="checkbox"/> NO	<input type="checkbox"/> YES
B2.	Are any employees of the entity also employees of the Institution? (If yes complete Table B and attach "RWOP")	<input type="checkbox"/> NO	<input type="checkbox"/> YES
B3.	Are any family members of the persons listed in Table A employees of the Institution? (If yes complete Table B)	<input type="checkbox"/> NO	<input type="checkbox"/> YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This registration form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

TABLE B

Details of persons connected with the bidder who are employees of the Institution as defined should be disclosed in Table B below.

FULL NAME OF INSTITUTION EMPLOYEE	IDENTITY NUMBER	PROVINCIAL DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./PERSAL NO. (Indicate if not known)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance with the Institution.

C1. Did the entity conduct business with the Institution in the last twelve months?
(If yes complete Table C)

NO	YES
----	-----

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This registration form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

Initials of the authorised representative of the bidder

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Initials of witness 2 _____

C2. Table C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

- C3.** Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

NO	YES
----	-----

- C4.** Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?
(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)

NO	YES
----	-----

- C5.** If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

NO	YES
----	-----

- C6.** Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?

NO	YES
----	-----

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This registration form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

SECTION D: RELATED PARTY INTEREST *The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.*

The regulations promulgated in terms of the Public Finance Management Act (PFMA) 1999, allows an accounting officer to disregard the offer of any supplier if that supplier, or any of its directors has (amongst others):

(i) abused the institution's supply chain management system

(ii) committed fraud or any other improper conduct in relation to such system.

Consequently, you are required to submit full and complete information in respect of the declaration of interest.

FULL NAME	IDENTITY NUMBER	DESIGNATION (DIRECTOR, SHAREHOLDER, MEMBER, BUSINESS PARTNER AND ASSOCIATE)	*COMPANY NAME AND REGISTRATION NUMBER	STATUS (ACTIVE / RESIGNED)

***THIS IS THE BUSINESS ENTITY WITHIN WHICH YOUR INTEREST IS HELD**

Initials of the authorised representative of the bidder

Initials of witness 1 _____

Initials of witness 2 _____

SECTION E: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT*The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.*

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

**DULY AUTHORISED REPRESENTATIVE'S
SIGNATURE**

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration?

ANSWER:

1.2 Do you have any objection to taking the prescribed oath?

ANSWER:

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER:

1.4 Do you want to make an affirmation?

ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

place thereon in my presence.

.....
SIGNATURE

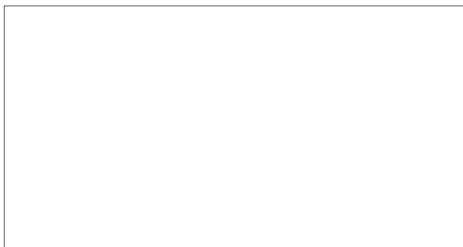
.....
FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:Place

Business Address:



COMMISSIONER OF OATHS STAMP

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This registration form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

**ANNEXURE “H”
WCB 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017 AND CODES OF GOOD PRACTICE**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering; *(Therefore in the context of the 2017 regulations “bidder” and “tenderer” have the same meaning)*
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

- 1.12 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;
- 1.13 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.14 **“non-firm prices”** means all prices other than “firm” prices;
- 1.15 **“person”** includes a juristic person;
- 1.16 **“price”** includes all applicable taxes less all unconditional discounts;
- 1.17 **“proof of B-BBEE status level contributor”** means-
- The B-BBEE status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.19 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 1.20 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.21 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2017;
- 1.23 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.24 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.25 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

2.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 11 of the Regulations, the bidder obtaining **the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

- (a) points out of 80 for price; and
- (b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest points for functionality.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of tender under consideration
 P_{\min} = Price of lowest acceptable tender

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Regulations preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
 Initials of witness 2 _____

- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

- 7.1 B-BBEE Status Level of Contribution..... = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)
- 8.1.1 If yes, indicate:
- (i) what percentage of the contract will be subcontracted?%
 - (ii) the name of the sub-contractor?
 - (iii) the B-BBEE status level of the sub-contractor?
 - (iv) whether the sub-contractor is an EME or QSE? **YES / NO** (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/ entity:
- 9.2 VAT registration number:
- 9.3 Company Registration number:
- 9.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

WITNESSES:

1.
2.

Signature of Bidder

DATE:

ADDRESS:

Initials of the authorised representative of the bidder _____
--

Initials of witness 1 _____ Initials of witness 2 _____
--

ANNEXURE "I"

LEASE AGREEMENTNB.

- (i) All required information in this document must be filled in to avoid any unnecessary delays in the processing of the bid
- (ii) A separate agreement must be completed in respect of each individual owner.

1. Lease agreement entered into between the lessor, as indicated in paragraph 2, and the lessee, as indicated in paragraph 3 of this document in respect of the leasing of buses for the rendering of a transport service in terms of bid B/WCED:
Route number:for the transport of learners

From (pick-up points):

.....

To (drop-off points):

.....

2. PARTICULARS OF LESSOR (Person and/or entity in whose name the bus(es) is/are registered at the Department of Transport):

- 2.1 Full Name(s) and Surname (block letters):

.....

- 2.2 ID number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

- 2.3 Full registered name of organisation (e.g. company, close corporation etc. as registered with the Department of Trade and Industry) and your position in the organisation (e.g. managing director, director, owner, shareholder etc.)

.....

Position:

- 2.4 Postal address:

.....

- 2.5 Business address:

.....

- 2.6 Residential address:

.....

- 2.7 Home telephone number(s):

- 2.8 Fax number(s):

- 2.9 Cellphone number(s):

Initials of the authorised representative of the bidder

.....

Initials of witness 1

Initials of witness 2

3. PARTICULARS OF LESSEE (Person or entity who leases buses from the LESSOR as indicated in paragraph 2 above):

3.1 Full Name(s) and Surname (block letters):

.....

3.2 Full registered name of entity (e.g. company, close corporation etc. as registered with the Department of Trade and Industry) and your position in the organisation (e.g. managing director, director, owner, shareholder etc.)

.....

3.3 Position:
ID number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

3.4 Postal address:

.....

.....

3.5 Business address:

.....

.....

3.6 Home address:

.....

.....

3.7 Telephone number(s):

3.8 Fax number(s):

3.9 Cell phone number(s):

4. GENERAL CONDITIONS

The lessor and lessee hereby agree to the following:

4.1 The lessor will lease the following bus(es) (all the required information must be filled in, in the applicable columns) to the lessee for rendering the above-mentioned transport service for the duration of the contract period of years, starting from (the commencement date, e.g. beginning 3rd quarter 2015) until (end of period, e.g. end 3rd quarter 2016), for which the lessee submitted a bid document/quotation, as indicated in the applicable letter of acceptance issued by the Western Cape Education Department (WCED):

Initials of the authorised representative of the bidder

Initials of witness 1 _____

Initials of witness 2 _____

NUMBER OF BUSES	VEHICLE REGISTRATION NUMBER	ENGINE NUMBER OF BUS	VIN NUMBER OF BUS	MAKE OF BUS	SEATING CAPACITY OF BUS (number of seats)
1					
2					
3					
4					
5					
6					
7					
8					

(Please use a separate sheet if more than ten (10) vehicles are involved)

- 4.2 This agreement will cease to exist should the WCED decide to terminate the contract with the lessee.
- 4.3 The lessee will ensure that the bus(es) is/are kept in a roadworthy condition for the duration of the contract and that the necessary insurance coverage is obtained.
- 4.4 The lessor will ensure that the bus(es) listed in this agreement is/are properly licensed and roadworthy in terms of the *National Road Traffic Act 93 of 1996* and any amendments thereto, prior to the submission of the bid by the lessee and furnish the lessee with valid copies of such documents.
- 4.5 The lessor will renew the licence(s) on expiry and take the bus(es) for roadworthy test(s) as required by the *National Road Traffic Act 93 of 1996* and any amendments thereto.
- 4.6 Remuneration for the lease of the bus(es) will be arranged mutually between the lessee and the lessor and the WCED will not be involved as a third party in that agreement or in any dispute which may arise from that agreement.

Signed at on this day of the month of of the year

SIGNATURE OF LESSOR:

WITNESSES: 1

2

Signed at on this day of the month of of the year

SIGNATURE OF LESSEE:

WITNESSES: 1

2

NOTES:

The lessee, lessor and all witnesses must initial all pages of this document and any changes or amendments to this agreement.

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

Annexure “J”

PRO FORMA CODE OF CONDUCT FOR DRIVERS AND ADULT SUPERVISORS

The Service Provider must prepare a Code of Conduct for its Drivers and Adult Supervisors that sets out the manner in which they are to act in respect of Learners and in rendering the Services and must, at a minimum, address the issues raised herein.

1. Purpose

- 1.1 The purpose of this pro forma Code of Conduct is to provide guiding principles to Service Provider on how their Drivers and Adult supervisors should act towards Learners in the rendering of Services.
- 1.2 The Code of Conduct must deal with acceptable and unacceptable conduct by Drivers and Adult supervisors and list the sanctions, actions and/or remedial action to be taken by the Contractor against Drivers and Adult supervisors if they should violate the Code of Conduct.

2. Definitions

- 2.1 “**Adult Supervisor**” means a person of the age of 21 (twenty one) years or older who is employed by the Service Provider to supervise Learners on vehicles used for the transportation of Learners;
- 2.2 “**Applicable Law**” means South African law and any of the following, from time to time, to the extent that it applies to a Party, or the Services –
 - 2.2.1 Any South African statute, regulation, policy, by-law, directive, notice or subordinate legislation;
 - 2.2.2 the common law;
 - 2.2.3 any binding court order, judgment or decree;
 - 2.2.4 any applicable South African industry code, policy or standard enforceable by-law; or
 - 2.2.5 any applicable direction, policy or order that is given by a South African regulator having the force of law;
- 2.3 “**Driver**” means a qualified person employed by the Service Provider to operate a vehicle used for the transportation of Learners;
- 2.4 “**Driver’s License**” means a license issued to an individual to legally drive a vehicle as more fully set out in the National Road Traffic Act;
- 2.5 “**Learner**” means those Learners authorised by the WCED to make use of the Services on the Routes and are listed on the Register of Authorised Learners;
- 2.6 “**NRTA**” means the National Road Traffic Act 93 of 1996;
- 2.7 “**Principal**” means an educator appointed or acting as the head of a School to which the Contractor provides services;
- 2.8 “**Professional Driving Permit**” means a permit issued to certain classes of drivers as more fully set out in the NRTA and its regulations;
- 2.9 “**Route**” means the Learner transport route stretching from the first pick-up point to the last drop off point on such Route and as more fully set out in the Bid Documents and in the Preamble to this Agreement;
- 2.10 “**Register of Authorised Learners**” means the register kept by a school Principal in which the details of Authorised Learners qualifying for and using the Learner Transport Scheme are indicated;
- 2.11 “**Services**” means the transportation of Learners along a Route by specified Vehicles at specified times and frequencies and stopping at specified locations in accordance with the Specifications, Special Conditions of Contract, SLA and the Service Level Schedule;

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

2.12“**Service Provider**” means the Bidder whose Bid has been accepted by the WCED for the provision of learner transport services in terms of the provisions of the Contract (before acceptance of the Bidder’s bid by the WCED, all references to Service Provider will include Bidder and vice versa);

2.13“**WCED**” means the Western Cape Education Department which includes the Head Office, District Office, Principal and public ordinary schools;

3. **Responsibilities of the Drivers**

3.1 Drivers must operate the vehicles safely and must pick-up and drop-off Learners at authorised points only.

3.2 All Drivers must be licensed according to the class of vehicle they are driving and must be in possession of a valid Driver’s License and Professional Drivers Permit for passenger transport in term of the NRTA and any other Applicable Law.

3.3 Drivers must comply with the rules of the road and all Applicable Law at all times.

3.4 Drivers are required to wear a safety belt at all times when operating vehicles.

3.5 Drivers must not leave the vehicle unattended while Learners are in the vehicle. This does not apply when a Driver leaves the vehicle to assist Learner in entering and exiting the vehicle.

4. **Responsibilities of Adult supervisors**

4.1 The Service Provider is required to have an Adult supervisor on the vehicle(s) at all times where primary or pre-primary Learners are being transported and such person shall be under the employ of the Service Provider. The Adult Supervisor must:

4.1.1 Ensure that learners remain seated while bus is in transit;

4.1.2 Ensure that learners do not hang out of windows;

4.1.3 Ensure that learners do not fight with each other;

4.1.4 Ensure that learners do not vandalise the vehicle (e.g. writing on or damaging seats);

4.1.5 Ensure that learners safely embark and disembark the vehicle;

4.1.6 Provide assistance to Learners where required;

4.1.7 During emergencies, where necessary, ensure that Learners have access to emergency exits;

4.1.8 Ensure that Learners do not disturb the Driver;

4.1.9 Prevent the bullying of Learners on vehicles;

4.1.10 Ensure that learners do not smoke or use alcohol or any type of drugs on the vehicle.

5. **Prohibited practices**

5.1 Drivers and Adult supervisor shall not:

5.1.1 Abuse a Learner in any manner;

5.1.2 Assault or threaten to assault any Learner;

5.1.3 Offer cigarettes, drugs, alcohol or any incentive to any Learner;

5.1.4 Smoke while transporting learners or when Learners are in the Vehicle;

5.1.5 Use alcohol or any drugs (which excludes medication prescribed by a medical practitioner, provided that such medication will not impair the ability of the Driver to safely operate the vehicle) prior to or while transporting Learners;

5.1.6 Conduct himself/herself in any way that may compromise the safety of the Learners;

5.1.7 Conduct himself/herself in any way that may embarrass and tarnish the institutional integrity of the WCED;

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

- 5.1.8 Endanger the lives of himself/herself and of the Learners by disregarding the road safety rules and regulations or any other act of negligence;
- 5.1.9 Discriminate against Learners or any other persons on the basis of race, gender, disability, sexual orientation, pregnancy, marital status ethnic and social origin, colour, religion, culture, HIV status or other grounds prohibited by the Constitution;
- 5.1.10 Make inappropriate advances (including sexual advances) towards Learners.

5.2 In no circumstance may a Driver or Adult supervisor eject a Learner from a vehicle without authorisation by the Principal. The ultimate responsibility and authority to suspend or expel any Learner from transportation services shall rest with the WCED.

5.3 No fee, gratuity or otherwise may be collected from Learners for the transport service rendered.

6. Reporting of incidents

6.1 Where learners misbehave, Drivers and Adult supervisors are expected to verbally reprimand learners without using expletives and where the Learners refuse to cooperate, the incident must be reported to the Principal at the next scheduled drop-off at the school.

7. Dress code

7.1 The Drivers and Adult supervisors must be neatly and appropriately dressed during the execution of the transport services. Clothing must be clean and without tears or rips.

7.2 Inappropriate dress would include, but is not limited to, clothing with offensive slogans or images that are inappropriate for Learners, see-through or mesh clothing, tight or revealing clothing.

8. Responsibilities of the Service Provider

8.1 The Service Provider must prepare a Code of Conduct, in the form contained herein, for its Drivers and Adult supervisors and ensure that they are aware of the contents thereof and comply with the terms and conditions thereof.

8.2 A copy of the Code of Conduct must be made available to the Principal of the school serviced by Route on the commencement date of the Service.

9. Corrective action by the WCED

9.1 The WCED will issue the Service Provider with a penalty in terms of the Special Conditions of Contract for each transgression of the pro forma Code of Conduct by the Drivers and Adult supervisors.

9.2 The WCED may at any time require a Service Provider to remove a Driver or Adult Supervisor if the WCED reasonably believes that the continued performance by the Driver or Adult Supervisor constitutes a risk to the safety or well-being of the Learners, employees of the Service Provider or any other person.

Initials of the authorised representative of the bidder

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Initials of witness 2 _____

ANNEXURE “K”

CHECKLIST OF DOCUMENTS TO BE PROVIDED BY THE BIDDER**NB: TO BE COMPLETED BY THE BIDDER**

1. DOCUMENTS TO BE SUBMITTED WITH THE BID:	
1.1 Signed Memorandum of Understanding in the case of a Consortium, Joint Venture or Sub-Contracting arrangement.	<input type="checkbox"/>
1.2 A signed Lease Agreement where vehicles are not registered in the bidders' name.	<input type="checkbox"/>
1.3 Valid Motor Vehicle Licences and roadworthy certificates (i.t.o. the National Road Traffic Act, 1996 [Act no. 93 of 1996]) or any applicable legislation for all buses listed in Annexure “D” and to be used on the bus route	<input type="checkbox"/>
2. THE BIDDER CONFIRMS THAT THE FOLLOWING DOCUMENTS WILL BE SUBMITTED WITHIN 21 DAYS OF THE AWARD OF THE BID IF SUCCESSFUL:	
2.1. Certified copies of valid driver licences with Professional Drivers Permits (PDP's) (paragraphs 8.2 and 8.3 of the bid document refers).	<input type="checkbox"/>
3. The Bidder confirms that he has duly completed the following clauses of the agreement: 5.13, 5.14, 6.2, 9.1, 9.2 and 9.3.	<input type="checkbox"/>
4. THE BIDDER CONFIRMS THAT HE HAS DULY COMPLETED THE FOLLOWING ANNEXURES:	<input type="checkbox"/>
4.1. Annexure “B” THE BID (form WCBD 1). (Paragraph 3.1 of the bid document refers).	<input type="checkbox"/>
4.2. Annexure “C” Ownership (details of shareholders, members, partners, directors, sole proprietors), management: and organisational status of bidder) (paragraph 3.2 of the bid document refers).	<input type="checkbox"/>
4.3. Annexure “D” Schedule of available buses (paragraphs 5.1, 5.3, and 8.3 of the bid document refers).	<input type="checkbox"/>
4.4. Annexure “E” Bidder's experience (paragraph 7 of the bid document refers).	<input type="checkbox"/>
4.5. Annexure “F” Pricing structure (form WCBD 3.5) buses (paragraphs 17.1 and 17.2 of the bid document refers).	<input type="checkbox"/>
4.6. Annexure contains the “H” Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution	<input type="checkbox"/>
4.7. Annexure “I” lease agreement form in respect of leased buses (paragraph 5.2 of the bid document refers).	<input type="checkbox"/>

I/we declare that all the required information furnished is true and correct.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

Initials of the authorised representative of the bidder

Initials of witness 1 _____
Initials of witness 2 _____

