

## 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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**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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## 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

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the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply

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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.

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](http://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.

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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 analyses**

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

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

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

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

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- 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.

**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

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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.

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- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

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**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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:

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

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

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

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

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

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

- (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

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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.

**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

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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

1.1.1.1. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

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

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- 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.

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**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:**

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

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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 .....

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

Initials of the authorised representative of the bidder  
\_\_\_\_\_

Initials of witness 1 \_\_\_\_\_  
Initials of witness 2 \_\_\_\_\_



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](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	% OWNERSHIP 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	Max. number of Passengers	Condition Indicate Good Fair Or Poor
				Minibus Or Standard	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 _____
--

**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**

**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

Transport of .... learners over a distance of ..... km per day commencing the beginning of ..... and ending at the end of the .....

*(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)*

**A price per kilometre per school day must 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).**

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.

**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.**

BID PRICE MUST BE PROVIDED IN S.A. CURRENCY INCLUSIVE OF VAT

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)

THE BID WILL BE EVALUATED USING THE ACTUAL NUMBER OF LEARNERS INDICATED IN THIS BID AND THE CORRESPONDING TARIFFS INDICATED.

Initials of the authorised representative of the bidder  
\_\_\_\_\_

Initials of witness 1 \_\_\_\_\_  
Initials of witness 2 \_\_\_\_\_

<b>NB: USE ONLY BLACK INK TO FILL IN THIS FORM</b>							
<b>(IMPORTANT: This form must be completed in full)</b> CLOSING TIME ..... ON ..... VALIDITY: ..... DAYS					<b>BID NO.: B/WCED (ROUTE )</b> .....		
<b>NAME OF BIDDER:</b>					.....		
<b>LEARNER NUMBER CATEGORIES</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
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 _____

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.

Initials of the authorised representative of the bidder

Initials of witness 1 \_\_\_\_\_  
Initials of witness 2 \_\_\_\_\_



- (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;

**“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;

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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**

<b>A1.</b>	Name of the Entity	
<b>A2.</b>	Entity registration Number (where applicable)	
<b>A3.</b>	Entity Type	
<b>A4.</b>	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**

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

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.

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

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Initials of the authorised representative of the bidder _____	Initials of witness 1 _____ 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)?  NO  YES  
*(To access this Register enter the National Treasury's website, [www.treasury.gov.za](http://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.)*

**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 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 <small>(DIRECTOR, SHAREHOLDER, MEMBER, BUSINESS PARTNER AND ASSOCIATE)</small>	*COMPANY NAME AND REGISTRATION NUMBER	STATUS <small>(ACTIVE / RESIGNED)</small>

**\*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: .....

Initials of the authorised representative of the bidder  
\_\_\_\_\_

Initials of witness 1 \_\_\_\_\_  
Initials of witness 2 \_\_\_\_\_



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 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

Initials of the authorised representative of the bidder  
\_\_\_\_\_

Initials of witness 1 \_\_\_\_\_  
Initials of witness 2 \_\_\_\_\_

***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

**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**

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**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

Initials of the authorised representative of the bidder

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Initials of witness 1 \_\_\_\_\_  
Initials of witness 2 \_\_\_\_\_

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;
- 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-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) 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;

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- 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
- 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:

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

- 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

Initials of the authorised representative of the bidder  
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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.

### 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

Initials of the authorised representative of the bidder

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Pmin = 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.
- 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

Initials of the authorised representative of the bidder

Initials of witness 1 \_\_\_\_\_  
Initials of witness 2 \_\_\_\_\_

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**

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

- 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.
- (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

Initials of the authorised representative of the bidder  
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Initials of witness 1 \_\_\_\_\_  
Initials of witness 2 \_\_\_\_\_



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. ....

<b>Signature of Bidder</b>
----------------------------

DATE: .....

ADDRESS: .....

Initials of the authorised representative of the bidder _____
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Initials of witness 1 _____ Initials of witness 2 _____
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**LEASE AGREEMENT**

**NB.**

- (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:

.....

.....

Initials of the authorised representative of the bidder _____
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Initials of witness 1 _____ Initials of witness 2 _____
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- 2.6 Residential address: .....
- .....
- 2.7 Home telephone number(s): .....
- 2.8 Fax number(s): .....
- 2.9 Cellphone number(s): .....

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.)  
 .....

Position: .....

3.3 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:

Initials of the authorised representative of the bidder _____
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Initials of witness 1 _____ Initials of witness 2 _____
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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 3<sup>rd</sup> quarter 2015) until ..... (end of period, e.g. end 3<sup>rd</sup> 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):

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: .....

Initials of the authorised representative of the bidder _____
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Initials of witness 1 _____ Initials of witness 2 _____
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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 _____
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Initials of witness 1 _____ Initials of witness 2 _____
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**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;

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

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

Initials of the authorised representative of the bidder

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Initials of witness 1 \_\_\_\_\_

Initials of witness 2 \_\_\_\_\_



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;

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.

Initials of the authorised representative of the bidder _____
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**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

Initials of the authorised representative of the bidder _____
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Initials of witness 1 _____ Initials of witness 2 _____
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person.

Initials of the authorised representative of the bidder  
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Initials of witness 1 \_\_\_\_\_  
Initials of witness 2 \_\_\_\_\_

**ANNEXURE “K”**

**CHECKLIST OF DOCUMENTS TO BE PROVIDED BY THE BIDDER**

**NB: TO BE COMPLETED BY THE BIDDER**

<b>1. DOCUMENTS TO BE SUBMITTED WITH THE BID:</b>	
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 <b>Annexure “D”</b> and to be used on the bus route	<input type="checkbox"/>
<b>2. THE BIDDER CONFIRMS THAT THE FOLLOWING DOCUMENTS WILL BE SUBMITTED WITHIN 21 DAYS OF THE AWARD OF THE BID IF SUCCESSFUL:</b>	
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"/>
<b>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.</b>	<input type="checkbox"/>
<b>4. THE BIDDER CONFIRMS THAT HE HAS DULY COMPLETED THE FOLLOWING ANNEXURES:</b>	
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 _____
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Initials of witness 1 _____
Initials of witness 2 _____