



**FREE STATE DEPARTMENT OF COMMUNITY SAFETY,
ROADS AND TRANSPORT**

TENDER NO:CSR&T/BID05/2025/26

**ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDERS
TO PERFORM SUPERVISORY BOTH PHYSICALLY AND
ELECTRONIC BUS MONITORING SERVICES FOR CONTRACTED
SUBSIDIZED BUS SERVICES FOR A PERIOD OF THIRTY-SIX (36)
MONTHS PERIOD, FOR THE DEPARTMENT OF COMMUNITY
SAFETY, ROADS & TRANSPORT.**

CLOSING DATE: 15 DECEMBER 2025

VOLUME 1

Prepared for:

Prepared by:

FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT P.O BOX 690 BLOEMFOENTEIN 9301 TEL: (051) 409 8575 FAX : 086 759 9542 www.fs.gov.za	FREE STATE DEPARTMENT OF COMMUNITY SAFETY, ROADS AND TRANSPORT P.O BOX 690 BLOEMFOENTEIN 9301 TEL: (051) 409 8575 FAX : 086 759 9542 www.fs.gov.za
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NAME OF BIDDER
BID AMOUNT
MAAA



community safety, roads & transport
Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

THE TENDER

PART T1: TENDERING PROCEDURES



PART 1 : TENDERING PROCEDURES

CONTENTS

Clause number	<u>Wording</u>
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F.1	GENERAL
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F.1.1	Actions
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The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2	Tender documents
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The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3	Interpretation
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F.1.3.1	The Tender Data and additional requirements contained in the Tender Schedules, that are included in the returnable documents, are deemed to be part of these Conditions of Tender.
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F.1.3.2	These Conditions of Tender, the Tender Data and Tender Schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
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F.1.3.3	For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:
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- | | |
|----|--|
| a) | comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration |
| b) | corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and |



- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and Employer's Agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's Agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the Tender Data.

F.1.5 The Employer's right to accept or reject any tender offer

- F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.
- F.1.5.2 The Employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

Submit a tender offer only if the Tenderer complies with the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.



F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five **(5) working days** before the closing time stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.



F.2.10 Pricing the tender offer

- F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender Data.
- F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.
- F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

- F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
- F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a tender offer

- F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.
- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.



- F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "Financial Proposal" and place the remaining returnable documents in an envelope marked "Technical Proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

F.2.15 Closing date and time

- F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing date and time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.



- F.2.15.2 Accept that, if the Employer extends the closing date stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing date stated in the Tender Data.

- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers.

This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). **No change in the total of the prices or substance of the tender offer is sought, offered, or permitted.** The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

F.2.18 Provide other material

- F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

- F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.



F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other tender documents

If so, instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to **five working days** prior to the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the Tender Notice until **ten calendar days** before the tender closing date stated in the Tender Data.

If, as a result a Tenderer applies for an extension to the closing date stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing date or time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.



F.3.4 Opening of tender submissions

- F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.
- F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

- F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the Technical Proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose Technical Proposal is opened.
- F.3.5.2 Evaluate the quality of the Technical Proposals offered by Tenderers, then advise Tenderers, who remain in contention for the award of the contract, of the time and place when the Financial Proposals will be opened. Open only the Financial Proposals of Tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the Technical Proposals and the total price and any preferences claimed. Return unopened Financial Proposals to Tenderers whose Technical Proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.



F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

1. meets the requirements of these Conditions of Tender,
2. has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- c) Affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
2. If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
3. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
4. **Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and**



their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1 : Financial offer (N/A)	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences (N/A)	1) Score tender evaluation points for financial offer. 2) Confirm that Tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3 : Financial offer and quality (N/A)	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4 : Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Confirm that Tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.



F.3.11.2 Evaluation Criteria

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful Tenderer, and
- d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the



Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any).

Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contract

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

T1.3 TENDER DATA

T1.3.1 GENERAL

The Conditions of Tender in Section T1.2 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. The Tender Data in this Section T.1.3 shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration. The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

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1.1 **TENDER NOTICE AND INVITATION TO TENDER**

1.1.1 The Department of Community Safety, Roads and Transport, Free State Provincial Government, invites tenders for **THE ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDERS TO PERFORM SUPERVISORY BOTH PHYSICALLY AND ELECTRONIC BUS MONITORING SERVICES FOR CONTRACTED SUBSIDIZED BUS SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS PERIOD, FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS & TRANSPORT.**

1.2 **Preferences**

The Tender will be subjected to **Specific goals** preferential procurement policy framework as amended.

The tender **should** be sub-contracted to **local Contractors if a need arises.**

Evaluation and Adjudication of bids: bid will be evaluated and adjudicated in terms of the *Supply Chain Management Policy and Preferential Procurement Framework Act No. 5 of 2000. The 80/20 in preferential procurement points system as outlined in the bid document will apply. Preferential points will be given in terms of the Preferential Procurement Regulations, 2022*

Apart from the other requirements contained in this document that firms have to comply with, submitted proposals must contain the following:

- a) *Technical Proposal*
- b) *Financial Proposal*

1.3 **Tender Documents**

- Bidders can access the Bid Documents Free of Charge through the E-Tender Portal at [www://etenders.gov.za](http://www.etenders.gov.za) and Departmental Website: <http://www.policeroadstransport.fs.gov.za/>

Queries relating to the issues of these documents may be addressed to:

SCM Enquiries:

Mr. KJ Koenane or Ms. M Tsukudu @ 066 473 2124

Email: koenane@freetrans.gov.za or tsukudum@freetrans.gov.za

Technical Enquiries

Ms. PMG Thabethe

Cell no. : 066 380 8940

E-mail : thabetheg@freetrans.gov.za

1.4 An Information session with representatives of the Employer will take place at Roads Office Venue: **26 Hartley Street, Hamilton, Bloemfontein, 9300** at **10a.m.** on the **28TH of NOVEMBER 2025**

1.5 The closing time, date and venue for receipt of tenders will be **11h00 on 15 DECEMBER 2025** at the Ground Floor of Perm Building 45 Charlotte Maxeke, Bloemfontein **NO LATE TENDERS WILL BE ACCEPTED.**

1.6 e-mail application and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



community safety, roads & transport
Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CSR&T/BID05/2025/26		CLOSING DATE: 15 DECEMBER 2025	
				CLOSING TIME: 11:00	
DESCRIPTION		APPOINTMENT OF A SERVICE PROVIDERS TO PERFORM SUPERVISORY BOTH PHYSICALLY AND ELECTRONIC BUS MONITORING SERVICES FOR CONTRACTED SUBSIDIZED BUS SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS PERIOD, FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS & TRANSPORT.			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PERM BUILDING					
45 CHARLOTTE MAXEKE					
BLOEMFONTEIN					
9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr KJ Koenane / Ms M Hlatywayo		CONTACT PERSON	Ms. PMG Thabethe	
TELEPHONE NUMBER	051 400 5266/5205		TELEPHONE NUMBER		
CELL NUMBER	079 694 0590		CELL NUMBER	066 380 8940	
E-MAIL ADDRESS	koenane@freetrans.gov.za hlatywayom@freetrans.gov.za		E-MAIL ADDRESS	thabetheg@freetrans.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA



community safety, roads & transport

Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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



PART B

1. BID SUBMISSION:
2.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
2.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
2.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:



SBD 3.1

PRICING SCHEDULE – FIRM PRICE (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: CSR&T/BID05/2025/26
Closing Time 11:00	Closing date: 15 DECEMBER 2025

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:		COMMUNITY SAFETY, ROADS AND TRANSPORT
-	At:		PERM BUILDING, 45 CHARLOTTE MAXEKE STREET BLOEMFONTEIN 9301
-	Professional Services		
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		
-	Delivery basis		*Delivery: Firm/not firm

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

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

*Delete if not applicable



1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATIONS

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid; and
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



community safety, roads & transport

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FREE STATE PROVINCE

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the Organ of State**

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are as follows:

CRITERION DESCRIPTION	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.



2. Definitions

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

$P_{\min}$ = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where



Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system on the GRID provided below)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	4	Certified CIPC, Shareholding certificate(s) and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are women.	8	Certified CIPC, Shareholding certificate(s) and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are youth.	4	Certified CIPC, Shareholding certificate(s) and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s with disability.	4	Certified CIPC, Shareholding certificate(s) Certified ID copies and medical certificate by SAPS within 3 months	
Total	20		



5. BACKGROUND

The Department of Community Safety, Roads & Transport is tasked with delivering transport services that are sustainable, effective, efficient, dependable, safe, and cheap for the residents of the Free State. To guarantee the fulfilment of this mandate, particularly concerning the contracts established with IBL & MBS for subsidised bus services for commuters in Mangaung and Thabo Mofutsanyana Municipalities. The Department is contractually obligated to appoint independent monitors to verify the quality of service and address governance issues provided by contracted operators. This ensures that operators comply with their contractual obligations. However, despite this external oversight, operators remain responsible for conducting their own internal monitoring activities.

The Department is therefore inviting proposals from qualified firms or project teams to monitor the services on a contractual basis.

Firms should preferably submit proposals for the complete monitoring of the contracts within both municipalities as this can provide economies of scale, but if so preferred, proposals can be submitted for only part of the monitoring function. Proposals should be submitted for either both the following services, or only one of the following:

- a) The tendered contracts in the Mangaung area (both contracts should be monitored together), and or;
- b) The negotiated contract in the Qwaqwa-Bethlehem-Harrismith area.

6. SCOPE OF WORK/REQUIREMENTS

The project identifies various activities required for the all-inclusive process of supervision and monitoring of the road based subsidised bus contracts by the Supervising and Monitoring Firm (SEM) and Electronic Monitoring System (EMS) on behalf of the Department of Community Safety and Transport Management.

6.1. SPECIFICS OF PROJECT

6.1.1. Problem statement

According to the contract, to support the operator's monthly claim and to enable proper monitoring of the operational performance, the operator must supply the department with the statistical data and information for each route operated, on a monthly basis or as otherwise requested by the department.

The information is as follows:

- actual departure and arrival time of each trip and late and early trips, with proper identification of trip
- revenue kilometres of each trip
- cash and multi-journey ticket passenger number for each trip
- detail of trips not operated and reasons thereof, and any other information that may reasonably be required from time to time by the Department which may be relevant to the contract.



The contract further requires the operator to collect and supply that portion of the required data or information listed above which is capable to be electronically collected, the operator must install and

use on all vehicles the electronic information and ticket equipment (EE). It further state that the responsibility remains with operator to supply the correct information by means of other methods.

Therefore, collection and supply of information of operational data remain the responsibility of the operator and department has no role in the collection of such data and relies on what the operator submit, whether electronic or manual. However, audits of the claims by operators has revealed discrepancies on the information submitted by operators. Thus, questions the accuracy of the information provided by the operators. Furthermore, the commuter subsidised contracts requires that the Department should source the services of an SMF to monitor the operations on behalf of the Department and ensure value for money.

6.1.2. Supervising and Monitoring Services (SMF)

The function of SMF is to administer and supervise the subsidised contracts in accordance of the provisions thereof. In this regard the SMF will perform all the duties as described in the subsidised contract and at all times endeavour to be just to the department and the operator. It is the duty of the SMF to supervise the operation of the services as provided by the Operator on behalf of the Department, to monitor such services to ensure compliance with the specifications of the contract.

The following are main duties to be performed by the SMF

- a) The SMF will perform independent reviewing, monitoring, auditing and preparation of reports to verify compliance by the operator, including the work to be carried out by its various subcontractors.
- b) On a monthly basis (at the end of each calendar month), unless otherwise stated, the SMF will be required to perform the following functions
 - review the Operator's (including its sub-contractors) records including any monitoring or audits conducted by the Operator, and its sub-contractors.
 - monitor the implementation and conduct audits to verify compliance by the operator, and its subcontractors with the following:
 - (i) Verifying the actual work performed by sub-contractors;
 - (ii) Verifying the approved expenses (i.e. costs captured in the operator's financial management system to check if the subcontractor is invoicing the Operator for the actual work performed by comparing with the information from (i) above; and
 - (iii) Verify whether the actual payments were effected to the parties that invoiced the operators as determined in (ii) above.
- c) Prepare monthly and quarterly reports in relation to any of the review or monitoring carried out, which, if required, would include recommendations for steps that should be taken by the Operator or its sub-contractors and



- d) Facilitate and attend such meetings as may be relevant to assess compliance.
- e) Analyse trips, verify claims and provide written reports.
- f) Monitoring of bus services through (Radio Frequency Identification) RFID systems
- g) Imposing of penalties for non-performance and will be applied in terms of the Grid below:

Penalty codes & fines (Special Conditions of Contracts - Clause 5):

CODE	DESCRIPTION	PENALTY
1	Trip failed to operate	40 %
1A	Standing kilometers	0 %
2	Trip operated 6 – 15 min late	25 %
3	Trip operated 15 – 30 min late	40 %
4	Trip operated > 30 min late	40 %
5	Trip operated early	40 %
6	Vehicle breakdowns & late replacements	40 %
7	Destination not installed or displayed incorrectly	R100
8	Duty not displayed or displayed incorrectly	R30
9	Failed to stop and load	R30
10	Vehicle in an unsatisfactory condition	R15/R60
11	Route deviation	R50
11	APPROVED EE not used	3 %

- h) Assistance with the effective management of the contract, such as the possible cancellation and/or addition of trip[s] to the schedule; and
- i) Evaluation and approval of monthly payment claims
- j) Monitor governance issues of accountability and transparency
- k) Ensure oversight governance practices are in line with the King IV, DORA and PFMA, report on corporate governance in South Africa
- l) Foster accountable governance practices

The SMF must also handle all aspects of the administration of the contract, and as such can be seen as an extension of the Department but must be just to all parties concerned.



6.1.3. Administration of the subsidy contracts

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

6.1.4. Certification of Operators monthly claims

The bus operators are required to submit claims on a monthly basis to the department for the total revenue kilometers operated in accordance with the approved set-vice schedules under the subsidised bus contracts. The certification process will amongst others includes the following functions:

- (i) Authenticity of total trips operated for each month through electronic monitoring system;
- (ii) Authenticity of the accuracy of the revenue kilometers as per the approved service schedules to be utilised in the ultimate calculation of the claim;
- (iii) Authenticity of the correct rates utilised in calculating the claim for the month as per the approved schedule of quantities;
- (iv) Authenticity of the correct indices and Consumer Price Index (CPI) used in the approved formula in determination of the escalation factors applied in calculating the claim — through

Statistics South Africa (Statssa), SEIFSA etc;

6.1.5. Meetings

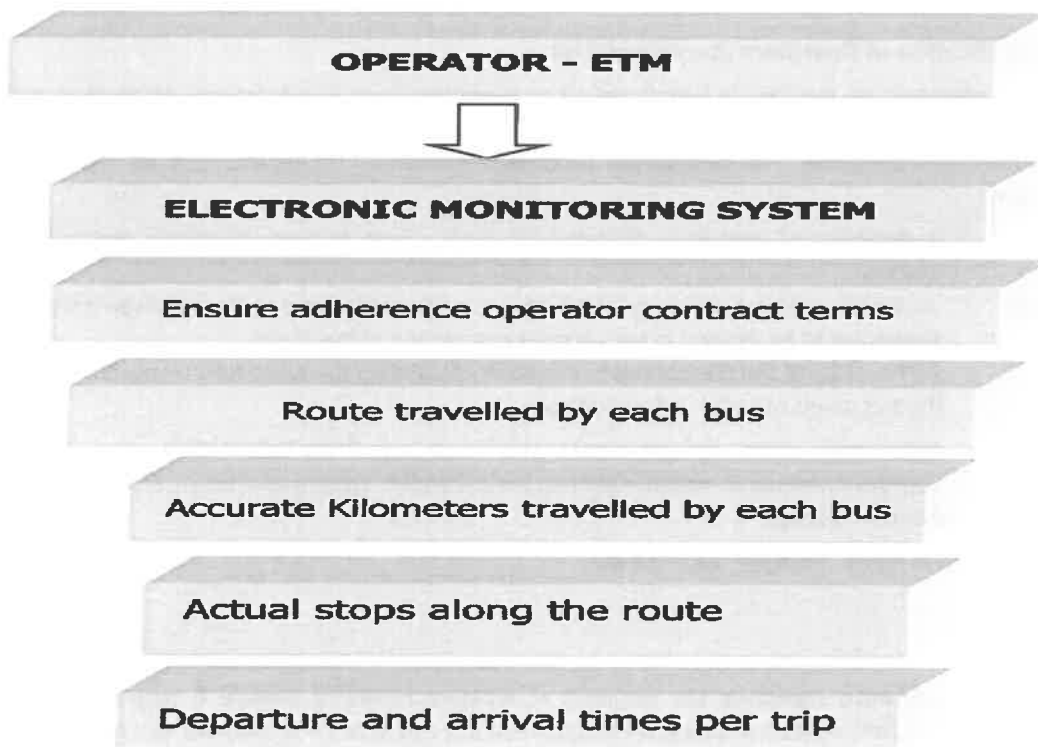
Frequently scheduled meetings are required at different levels to ensure a proper project management implementation process. Meetings need to be held at three different levels to cover a broader spectrum of all stakeholders.

- Planning meetings: planning of the overall services provided by the bus operators during each particular month.
- Contract Meetings: Discussion of all operational aspects of a particular month scheduled between the Department, the SMF and the bus operators.
- Weekly Penalty Meetings: scheduled between the Department the SMF and the bus operators, focused on the daily imposing of penalties and other key operational aspects.
- Commuter meetings referred to as Public Transport Forum meetings: scheduled per contract between the Department, the SMF, the bus operators and commuters to address all operational aspects of a particular month in terms of timetable changes, and operational issues.



6.1.6. Electronic Monitoring Services

In the addition to SMF providing the services in line with the contract, the SMF shall be required to monitor 100% of all the trips operated by the Operators by the installation of the electronic monitoring system that involves the tracking of the entire bus fleet of the contracted operators through a specialised device that will be installed on the buses for the period of the contract. The electronic tracking device complies fully with the requirements of the Department and will record events and be accessed later when the network is available. The electronic management system must be able to provide multiple functions that can generate daily, weekly and monthly reports to provide details of the route operated by each contracted bus and be able to provide historic and real-time information on the following:



The following deliverables are the minimum requirements for the electronic management system:

- Supply installation (if necessary), testing, operation and maintenance of web-based bus and fleet monitoring system.
- Supply all applicable software and customised programs as required by the department.
- Carry warranty on equipment for the duration of the contract.
- Back-up and recovery of data
- Comprehensive maintenance, software upgrades and system support for the duration of the contractual agreement.



- Automatic Vehicle Location System (AVL) which is a web-based and provides operators' location in real time. This must be able to give the following details: Trip that is being operated, Vehicle location, Kilometers operated per trip, stops
- All devices and equipment that are installed in buses are the responsibility of the SMF, in the event of accidents or theft of such devices from buses, the SMF will be required to replace and ensure that the required service is resumed.
- Provision of monthly report on:
 - a) passenger statistics (cash/multi journey)
 - b) Accurate data trip to determine route viability
 - c) Actual departure and arrival time of each trip/late trips and early departures with identification of trips per route.
 - d) Details of trips and kilometers operated
 - e) DNO and late and early departure and arrival times
 - f) Any route deviations

6.1.7. Financial Controls

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

7. REPORTING ARRANGEMENTS

The SMF will be liable to the Accounting Officer: Community Safety, Roads & Transport but will report monthly, quarterly and annually to the Programme manager responsible for Transport Operations and to the Director responsible for Public Transport Services by delegation.

8. ROLE & FUNCTION OF EACH PARTY

a) EMPLOYER

The main functions of the Employer regarding the monitoring services are to:

- Contract management and monitoring of the SMF & Operator;
- Evaluate the accuracy of monthly, quarterly and annual reports provided;
- Pay the subsidy according to the payment certificate as certified by the SMF;
- Consider and approve/disapprove any proposal from the SMF;
- Attend all meetings between the Department, SMF and the bus operators
- Review annual financial statements
- Implement measures to prevent fraud and corruption



- Mitigate risks and fraud and corruption
- Risk management
- Ensure proactive management

b) OPERATOR

The Operator has the following functions:

- Attend all meetings between the Department, SMF and the bus operators
- Submit monthly statistical reports compiled from the electronic ticketing equipment;
- Compile and submit monthly payment claim forms to the SMF for verification and approval;
- Compile passenger complaints reports;
- Report all incidents and accidents;
- Compile and present timetables for those time periods that require non-standard services;
- Discuss penalties with SMF;
- Report on the progress with the implementation of Reconstruction and Development Program (RDP) proposals
- Ensure integrity by preventing misconduct
- Implement measures to prevent fraud and corruption
- Establish risk management committee

c) SUPERVISORY MONITORING FIRM

The role and function of the SMF is to supervise and monitor the services and to handle all aspects of the administration and governance compliance of the contract in line with the King IV report on corporate governance in South Africa.

As such the SMF is expected to have the following personnel to fulfill the monitoring function:

- Representative (this is a person authorized by the Employer to act on its behalf in the monitoring of the services)
- Deputy Representatives (this is a person who may be appointed by the SMF to perform all functions as required by the Representative and/or the Employer);
- Monitor/s (these are personnel appointed by the SMF to perform the actual monitoring functions as needed).



4. PARTICULARS OF PROPOSAL

8.1 GENERAL

Apart from the other requirements contained in this document that firms must comply with, submitted proposals must contain the following:

- c) Technical Proposal
- d) Financial Proposal

8.2 TECHNICAL PROPOSAL

The technical proposal must deal and comply with the following, but should not necessarily be restricted to the aspects dealt with below:

a) GENERAL OVERVIEW OF PUBLIC TRANSPORT IN THE PROVINCE

A general overview should be provided regarding public transport in the province, and particularly the role of subsidized contracts. This must be included to indicate knowledge of local conditions and a grasp of the importance of public transport.

b) GENERAL STRUCTURE OF OPERATIONS

The proposal should deal with the provincial role and responsibilities of the firm, and the envisaged role of the Department.

c) METHODOLOGY

Firms should provide details of the proposed methodology that they intend to follow. Detail of the types of monitoring and tasks to be performed should be provided, the monitoring should provide for the use of systems solutions (radio frequency identification (RFID) and integrated sensing technologies such as global positioning system (GPS), general packet radio service (GPRS) and geographic information system (GIS)) and the requisite ITC resources and skills that will enable the Department to have an oversight view or access to the monitoring tools used during the duration of the SMF contract, all this should be considered in a cost effective and efficient manner for the Department. Motivations should where necessary be provided for the proposed methodology.

d) PROJECT TEAM

Interested parties should have a thorough knowledge of the subsidized service contract system as well as bus operations in particular. A working understanding of the subsidized bus contracts and operational areas as well as knowledge of additional system-based monitoring tools for example, Satellite Monitoring, Electronic Vehicle Monitoring System will be advantageous.



Of the proposed project team as well as any other resources that are deemed additional motivation as to why the firm or project team will be able to undertake the project successfully should be provided. CVs of all project members must be provided.

e) PRELIMINARY WORK PROGRAMME

A work programme indicating timeframes for implantation of the different elements after awarding of the contract should be included.

9. EVALUATION CRITERIA

The bids will be evaluated on a three-phases process as follows:

Phase 1: Mandatory requirements

Phase 2: Functionality.

Phase 3: 80/20 Preference points system (Price and Specific Goals)

It must be noted that, functionality will be evaluated separately from price and specific goals. Furthermore, all bids that score 24 points or more for functionality will undergo further evaluation using the 80/20 preference points system. This is in accordance with the anticipated project cost not exceeding R50, 000,000.00.

9.1. PHASE 1: MANDATORY REQUIREMENTS

• Attendance of compulsory briefing session

Compulsory briefing session will be held and bidders who fail to attend will be disqualified

Date: 28 NOVEMBER 2025

Venue: 26 Hartley Street, Hamilton, Bloemfontein, 9300

Time: 10:00am

Technical enquiries: Mr. PMG Thabethe (066 380 8940)

Email address: thabetheg@freetrans.gov.za

SCM enquiries: Mr. KJ Koenane or Ms. M Tsukudu @ 066 473 2124

Email: koenane@freetrans.gov.za or tsukudum@freetrans.gov.za

NB! Bidders who did not attend the compulsory briefing session will be disqualified. The Department will use attendance register to verify attendance

- Bidders must return all fully completed and duly signed standard bidding documents (SBD), returnable schedules and Contract Data forms. These forms must be completed with a black ink non-erasable and attach all returnable documents.
- Bidders must be registered on the centralised supplier database-CSD print out must be attached or must provide a CSD registration number (MAAA.....).



- Certified copy of Companies and Intellectual Property Commission (CIPC), Certified copies of identity documents of all active members and shareholding certificate(s) director(s) of the company. All these documents must be certified by SAPS not older than 3 months.
- In the case of a Joint Venture/ Consortium (any form of partnership) the Bidder must attach the following:
 - ✓ A joint venture agreement duly signed by both parties, and
 - ✓ Certificate of Authority for Signature (Power of Attorney).

NB! Failure to comply with any of the mandatory requirements above will lead to disqualification.

10. PHASE 2: FUNCTIONALITY

Functionality will be used for the purpose of pre-qualifying the service provider for purpose of comparison and to ensure a meaningful evaluation, service providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria is depicted on the GRID below.

CRITERIA	DESCRIPTION OF CRITERIA	POINTS PER CRITERIA	TOTAL POINTS ALLOCATED
Experience in electronic fleet/bus monitoring system	Years of experience where a tenderer has successfully implemented and commissioned electronic fleet/bus monitoring projects. NB: Attach copies of the appointment letters [on letterhead of clients], (perform electronic bus monitoring services) and signed and dated reference letters from 01 January 2019 (on letterhead of clients). Each set of documents must be for the same project.		10
	10 years and above	10	
	06 — 09 years	8	
	03 — 05 years	6	
	01 — 02 years	2	
	Less than 01 year	0	
Experience in the and of bus Supervision Monitoring commuter transport	Years of experience where a bidder has successfully implemented supervising and monitoring projects of commuter bus transport. NB: Attach copies of the appointment letters [on letterhead of clients], (perform electronic bus monitoring services) and signed and dated reference letters from 01 January 2019 (on letterhead of clients). Each set of documents must be for the same project.		5
	10 years and above	5	



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	06 — 09 years	4	
	03 — 05 years	3	
	01 — 02 years	2	
	Less than 01 year	0	
Technical proposal (Methodology)	Technical proposal: The bidder must submit a technical proposal on supply, installation and testing, commissioning, operation, and maintenance of EMS operations to ensure achievement of the operational requirements which includes the following or more features: • Availability and method of installation of hardware of vehicle, durability, and quality of the system with clear timelines. Efficiency of electronic monitoring methods, including relevant functionalities. Monitoring of 100% of subsidised bus transport vehicles, routes, and trips per operator, local and district municipality. Delivery and access to required daily, weekly, monthly, and annual reports timeously. Attached proposal capturing all enlisted or more features. Proposal not attached or having less than above required features	10	10
PRESENTATIONS BY PROSPECTIVE BIDDERS (Presentation Contents-Public Transport Electronic Monitoring or Management	PART 1- The bidder must be able to demonstrate how the proposed electronic fleet/bus monitoring system complies with the relevant IT infrastructure / IT quality management system.		
	The bidder demonstrated a lack of understanding or relevant IT infrastructure required for fleet management and tracking system	1	5
	The bidder demonstrated a minimal understanding of the relevant IT infrastructure required for fleet management and tracking system	2	
	The bidder demonstrated a least satisfying understanding of the relevant IT infrastructure required for fleet management and tracking system	3	
	The bidder exceptionally demonstrated a high level of understanding IT infrastructure required for fleet management and tracking system	5	
	PART 2- The bidder must bring their PTMS and counting system to demonstrate the capabilities of the system that will be utilised, including how the tracking and counting system will comply with the Department's reporting requirement		



System).	The bidder demonstrated a lack of understanding of fleet management and tracking systems to be used for monitoring purposes	0	7
	The bidder demonstrated a minimal understanding of the required fleet management and tracking system to be used for monitoring purposes	2	
	The bidder demonstrated the least satisfying understanding of fleet management and tracking systems to be used for monitoring purposes the bidder exceptionally demonstrated high-level fleet management and tracking system to be used for monitoring purposes	4	
	The bidder must demonstrate the system's capability for the delivery of the daily, weekly, monthly, and annual report (learner statistics, trip and kilometers operational, etc.) and the system must have playback capabilities and operational filters The bidder's system demonstrated a lack of capabilities to deliver the required electronic monitoring system the bidder's system demonstrated minimal capabilities to deliver on the required monitoring system	5	
	The bidder's system demonstrated a least satisfying level of capability to deliver on the required monitoring system	6	3
	The bidder system exceptionally demonstrated a high level of capability in terms of the required	7	
System Durability	The bidder must demonstrate the system's durability or endurance test due to the conditions of the learner transport roads (gravel and dusty)		
	The bidder's system cannot cope with friction and vibration caused by the conditions of the road	1	
	The bidder's system has minimal coping properties to friction and vibration caused by the condition of the road the bidder's system demonstrated the least satisfying properties to cope with friction and vibration caused by the condition of the road	2	
	The bidder's system exceptionally demonstrated high-level properties to cope with friction and vibration caused by the conditions of the road	3	
TOTAL POINTS			40



NB: A tender that fails to obtain the minimum qualifying score of 24 points for functionality as indicated in the GRID above is not an acceptable tender, further all tenders that obtained the minimum qualifying score for functionality must be evaluated in terms of Price and Specific Goals.

11. PHASE 3: PRICE AND SPECIFIC GOALS

Assessment for phase 3 will be evaluated on 80/20 preferential point system:

Price : 80
Specific Goals : 20

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

80/10

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

POINTS ALLOCATED FOR SPECIFIC GOALS

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	4	Certified CIPC, Shareholding certificate(s) and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are women.	8	Certified CIPC, Shareholding certificate(s) and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are youth.	4	Certified CIPC, Shareholding certificate(s) and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s with disability.	4	Certified CIPC, Shareholding certificate(s) Certified ID copies and medical certificate by SAPS within 3 months	



Total	20		
-------	----	--	--

DECLARATION WITH REGARD TO COMPANY/FIRM

11.1. Name of company/firm.....

11.2. Company registration number:

11.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

11.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered because of having to make less favorable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:.....

DATE:.....

ADDRESS:



RETURNABLE SCHEDULES

2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

<u>SECTION</u>	<u>DESCRIPTION</u> <u>PAGE</u>	
SCHEDULE A	RECORD OF ADDENDA TO TENDER DOCUMENTS	36-36
SCHEDULE B	CERTIFICATE OF AUTHORITY	37-38
SCHEDULE C	COMPULSORY ENTERPRISE QUESTIONNAIRE	39-41
SCHEDULE D	EXPERIENCE OF TENDERER	42-42
SCHEDULE E	TENDERER'S KEY PERSONNEL	43-43
SCHEDULE F	PRELIMINARY PROGRAMME	44-44
SCHEDULE G	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES	45-45
SCHEDULE H	PREFERENTIAL PROCUREMENT REGULATIONS 2022	50-53

2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT

2.2.3 FORMS TO BE SUBMITTED BY THE SUCCESSFUL TENDERER

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.



SCHEDULE A: RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communication/s, amending the tender documents, received from the Employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer:

Addendum no.	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE:



SCHEDULE B: CERTIFICATE OF AUTHORITY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(i) COMPANY	(ii) CLOSE CORPORATION	(iii) PARTNERSHIP	(iv) JOINT VENTURE	(v) SOLE PROPRIETOR

(i) CERTIFICATE FOR COMPANY

I,, Managing Director of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director :

(ii) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(iii) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, hereby authorize Mr/Ms, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it, on our behalf.



NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(iv) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with this tender offer and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(v) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the business trading as

Signature of sole owner :



SCHEDULE C : ` COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1 : Name of enterprise :

Section 2 : VAT registration number :

Section 3 : Particulars of sole proprietors and partners in partnerships :

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5 : Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6 : Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months, in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |



If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Note : Insert separate page if necessary

Section 7 : Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months, been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Note : Insert separate page if necessary



The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise :

- i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iii) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____



SCHEDULE D: EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

SIGNATURE :



SCHEDULE E : TENDERERS' KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

SIGNATURE :



SCHEDULE F : PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	MONTHS											

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE :

**SCHEDULE G : AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

The Tenderer should record any amendments and alternatives he may wish to make to the tender documents in this schedule. Alternatively a Tenderer may state such amendments and alternatives in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F3.3 if the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Form of Offer and Acceptance, Schedule of Deviations.

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

SIGNATURE :



SCHEDULE H:

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goal Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 b) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level for specific goal of contributor together with the bid, will be interpreted to mean that preference points for specific goal of contribution are not claimed.

1.6 The organ of state 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.

2. DEFINITIONS

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned—

- (a) **"highest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (b) **"lowest acceptable tender"** means a tender that complies with all specifications and



conditions of tender and that has lowest price compared to other tenders;

- (c) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (d) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (e) This gazette is also available free online at www.gpwonline.co.za 4 No. 47452 GOVERNMENT GAZETTE, 4 November 2022
- (f) **"specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (g) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (h) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

or

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

3.2 POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)



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Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	4	Certified CIPC, Shareholding certificate(s) and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are women.	8	Certified CIPC, Shareholding certificate(s) and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are youth.	4	Certified CIPC, Shareholding certificate(s) and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s with disability.	4	Certified CIPC, Shareholding certificate(s) Certified ID copies and medical certificate by SAPS within 3 months	
Total	20		

NB: The responsive bidder will then be evaluated on the following after Phases 1, 2 and 3 have been passed successfully before awarding the tender:



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ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDERS TO PERFORM SUPERVISORY BOTH PHYSICALLY AND ELECTRONIC BUS MONITORING SERVICES FOR CONTRACTED SUBSIDIZED BUS SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS PERIOD, FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS & TRANSPORT.

THE CONTRACT

PART 3: FORM OF OFFER AND ACCEPTANCE

PART 4: PRICING DATA



1.1 Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract with respect of the following works:

ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDERS TO PERFORM SUPERVISORY BOTH PHYSICALLY AND ELECTRONIC BUS MONITORING SERVICES FOR CONTRACTED SUBSIDIZED BUS SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS PERIOD, FOR THE DEPARTMENT OF COMMUNITY SAFETY, ROADS & TRANSPORT.

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE TOTAL OF OFFERED THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

..... Rand (in words);

R
(in figures)

WHICH WILL INCLUDE A MINIMUM SUBCONTRACTING VALUE OF:

..... Rand (in words);

R
(in figures, which will be equivalent to 30% of the contract amount in line with the Contract Data)
This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Bidder:	Witness:
..... Signature	 Signature
..... Name	 Name
..... Capacity	
..... Organisation	



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data, (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work.
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

.....
Signature
.....
Name
.....
Capacity

Name and address of organisation:

.....
.....

Signature and name of witness:

.....
Signature
.....
Name

Date:



Schedule of Deviations

Notes:

1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Conditions of Bid,
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to Bid documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here,
4. Any change or addition to the Bid documents arising from the above agreements and recorded here, shall also be incorporated into final draft or the Contract,

1. Subject

Details

2. Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Bidder:

For the Employer:

..... Signature

..... Name

..... Capacity

Name and address of organization:

Name and address of organization:

.....

.....

.....

..... Witness Signature



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..... Witness Name

..... Date

Confirmation of Receipt

The Bidder, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including Schedule of Deviations (if any) today:

the(day)

of(month)

20(year)

at(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name



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BOQ

As per the attached Excel spreadsheet as annexure "A"



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Proposal for Monitoring and supervision of passenger transport services for the department of Community Safety, Roads and Transport for a period of three years: Maluti Bus Services (MBS)

PUBLIC TRANSPORT DIRECTORATE

Anchor House Building, 3rd Floor, No. 63 Cnr of Nelson Mandela) and East Burger Street, BLOEMFONTEIN Tel: (051) 403 7474 Email: pmgthabethe@hotmail.com



Proposal for Monitoring and supervision of passenger transport services for the department of Community Safety, Roads and Transport for a period of three years: Itumele Bus Lines (IBL)

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