Western Cape Government

Western Cape Education Department
(Analisa Gana)
(Procurement Management)
Analisa.Gana@westerncape.gov.za | 021 467 2715

FILE number: 12/2/8/17/2/1/T024

Enquiries: **A. GANA**

Dear Prospective Bidder

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

BID NUMBER	:	**B/WCED 3037/23 (ROUTE T024)**
BID DESCRIPTION	:	**TRANSPORTATION OF LEARNERS FROM DRAKENSTEIN PRISON RESIDENTIAL AREA, HARTEBEESKRAAL (BEESPLAAS), LA SERVANT / SAFARILAND, DE HOOP, KLIPRUG TURN-OFF, TWEE SPRUIT / LOEWENSTEIN TURN-OFF, E. DE WAAL, MUNGA WANGA, DIE VLEI, RONWE PRIMARY SCHOOL AND DENNEGEUR KAFEE TO KLEIN NEDERBURG SECONDARY SCHOOL, PAULUS JOUBERT SECONDARY SCHOOL, CHARLESTON HILL PRIMARY SCHOOL, CHARLESTON HILL SECONDARY SCHOOL, NEW ORLEANS SECONDARY SCHOOL AND NOORDER PAARL SECONDARY SCHOOL.**
CLOSING DATE AND TIME	:	**19 MAY 2023 AT 11H00**
VALIDITY PERIOD	:	**180 DAYS**

The number of learners cannot be guaranteed as the number of authorised learners may increase or decrease over the contract term.

2. To be eligible to conduct business with the Western Cape Government (WCG), you must be registered on the Central Supplier Database (CSD). If you are not registered on the CSD you are required to self-register on www.csd.gov.za. Assistance in this regard may be requested from the National Treasury on (012) 315 5509 or csd@treasury.gov.za.

3. The Western Cape Supplier Evidence bank (WCSEB) has replaced the Western Cape Supplier Database (WCSD) with effect from 1 October 2019. Suppliers must ensure that their profile on the WCSEB is always up to date. If your profile information changed after your last bid submission, please update this information with the Western Cape Provincial Treasury situated at:

   SAP Ariba
   2nd Floor
   Waterford Place
   Century City

4. To be able to submit a responsive bid, you are required to:

a) submit the official forms as downloaded from the National Treasury eTender Portal (www.etenders.gov.za) or as issued by the relevant District Office;
b) furnish all required information as documented within the set of bidding documents;
c) attach to your bidding document the following:
   i) vehicle license and roadworthy documents. Ensure that these vehicles have the capacity to transport the number of learners indicated in the bidding document;
   ii) if these vehicles are not owned by you, the lease agreement must be completed by both the lessee and lessor. To clear any misconception, leasing vehicles does not constitute sub-contracting and you may not refer to sub-contracting when awarded a bid. Please therefore read the responsibilities of the contractor as
   iii) contained within the bid document. Only if the bidder does not intend rendering the entire service itself, will this constitute sub-contracting; and
   iv) if the pricing schedule (WCBD 3.5) is not completed in full, the bid will be non-responsive.
d) Should the bid be submitted as a Consortium/Joint Venture, submit a Memorandum of Understanding outlining the roles and responsibilities of each party. It is advisable that the profiles on the WCSEB is up to date at all times is actively registered on the CSD.

This bid contains a checklist to enable you to submit a responsive bid. It is incumbent on you to ensure that you have completed all the required documents in its entirety.

5. The bid documents include a WCBD 4 Declaration of Interest Form as well as an Addendum which you must complete. We stress that these documents must be completed in full and returned with the bid. Be reminded of the fact that the WCED will verify the information divulged within this declaration and should it transpire that a bidder has submitted a false declaration, the remedies at the Department's disposal will be considered (a bid may be disqualified if a bidder has attempted to breach or have abused the SCM system).

6. The Preferential Procurement Regulations, 2022 effective from 16 January 2023 will apply in this bid. Please acquaint yourself with such Regulations. Please note that points for B-BBEE status level of contribution will only be awarded to bidders who claim such points through the completion of the WCBD 6.1 Preference Points Claim Form, in full (and which you are required to read in its entirety) and who submit proof of such B-BBEE status level of contribution, which can be in the form of the following:
   a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or
   b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or
   c) an affidavit issued by Companies Intellectual Property Commission (CIPC)

7. The General Conditions of Contract (GCC) and if applicable, any other special conditions of contract, which are reflected in the WCBD 3.4 Specifications Compliance Schedule will prevail in this bid. Bidders are requested to refrain from setting own conditions of contract. Invariably, such bids will be regarded as non-responsive to the bid invitation.

8. Bid documents must be deposited in the bid box situated at:

   1 North Wharf Square
   2 Lower Loop Street
   Foreshore

   This bid box is accessible 24 hours a day, 7 days a week and is located as indicated above. The slot opening can be accessed from the street level and there is no need to enter the

building to deposit the bid into the box. **If the bid is late, it will not be accepted for consideration.**

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

The Deputy Director: SCM Operations (Mr A Aziz)
1 North Wharf Square
2 Lower Loop Street
Foreshore
Cape Town

Should you opt to deliver such bid via a courier, the onus remains with the bidder to ensure that the bid is submitted timeously and to the correct address. Please refer to the directions regarding the lodging of bids.

9. Should you have difficulties with the interpretation of certain clauses or requirements of the bid documents or the completion of forms, you may direct your enquiries during office hours (08h00 – 15h30) to:

Name: Analisa Gana
Telephone no: 021 467 2715
Email address: Analisa.gana@westerncape.gov.za

10. The outcome of the bid will be communicated to all bidders. Should you have not received such response from the WCED during the validity period of the bid offer, please refrain from directing enquiries to any of the officials indicated above. The WCED will definitely communicate the outcome of the bid to all parties concerned.

Yours faithfully

Daniels

R DANIELS
ASSISTANT DIRECTOR: SPECIFICATIONS & QUOTATIONS
DATE: 26 APR 2023

WESTERN CAPE EDUCATION DEPARTMENT
CHECKLIST

BID REQUIREMENT	REFERENCE	COMPLETED / ATTACHED
Completed in full and signed Bid (offer) and contract for the provision of learner transport to public schools	Volume 1	
Completed in full and signed WCBD 1 The Bid	Annexure A (WCBD 1)	
Interpretation and definitions	Volume 2	
General Conditions of Contract	Annexure B	
Completed in full and singed Annexure C (Owner Details of Shareholders, Members, Partners, Directors, Sole proprietors)	Annexure C	
All vehicles to be used on this bid must be listed in Annexure D of this bid document.	Annexure D	
Valid License and Roadworthy Certificates of Vehicles listed in Annexure D.		
Completed in full and signed Specifications	Volume 3	
Completed in full and singed WCBD 3.5 Pricing Schedule	Annexure F (WCBD 3.5)	
Completed in full and signed conditions of contract for learner transport schemes	Volume 4	
Special conditions of contract	Volume 5	
A signed Lease Agreement where vehicles are not registered in the bidder's name.	Annexure I	
Pro forma code of conduct for drivers and adult supervisors	Annexure J	
NON-ADHERENCE TO THE FOLLOWING WILL NOT INVALIDATE A BID:		
Bidders Past Experience.	Annexure E	
A fully completed Consolidated Declaration of Interest (WCBD 4). In the case of a Consortium or Joint Venture both parties must complete and sign the Declaration of Interest form.	Annexure G (WCBD 4)	
Preference points claim form in terms of the Preferential Procurement Regulations 2022	Annexure H (WCBD 6.1)	
a)a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or b)an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or c) an affidavit issued by Companies Intellectual Property Commission (CIPC)		
An original or certified **black & white** copy of the company registration documents, i.e CK 1, CK 2, etc.		
BIDDERS MUST SUBMIT A B-BBEE CERTIFICATE, TO QUALIFY FOR PREFERENCE POINTS		
I confirm that all documents requested are attached / not attached Comments: ..... Signature.....Print.....Date.....		
Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.		
FOR DEPARTMENTAL USE: Checked by ..... Verified by: ..... Date: ..... Date:		

WCBD 1

PART A
INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	B/WCED 3037/23 (ROUTE024)	CLOSING DATE:	19 MAY 2023	CLOSING TIME:	11:00
DESCRIPTION	Transportation of learners from Drakenstein Prison Residential Area, Hartebeeskraal (Beesplaas), La Servant / Safariland, De Hoop, Kliprug Turn-off, Twee Spruit / Loewenstein Turn-off, E. De Waal, Munga Wanga, Die Vlei, Ronwe Primary School and Dennegeur Kafee to Klein Nederburg Secondary School, Paulus Joubert Secondary School, Charleston Hill Primary School, Charleston Hill Secondary School, New Orleans Secondary School and Noorder Paarl Secondary School.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
1 NORTH WHARF SQUARE					
2 LOWER LOOP STREET					
FORESHORE					
CAPE TOWN					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Analisa Gana**	CONTACT PERSON	**Denise Wesso**
TELEPHONE NUMBER	**021 467 2715**	TELEPHONE NUMBER	**023 348 4653**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Analisa.Gana@westerncape.gov.za**	E-MAIL ADDRESS	**Denise.Wesso@westerncape.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:		**AND**	CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX]		B-BBEE STATUS	[TICK APPLICABLE BOX]		

	☐ Yes ☐ No	LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
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: _____

WESTERN CAPE EDUCATION DEPARTMENT (WCED)
VOLUME 1: BID (OFFER) AND CONTRACT FOR THE PROVISION OF LEARNER TRANSPORT TO PUBLIC SCHOOLS

BID NUMBER:	B/WCED 3037/23 (ROUTE T024)
VALIDITY PERIOD AND DATE:	180 DAYS 15 NOVEMBER 2023
CLOSING DATE/TIME:	19 MAY 2023 / (11:00)
ADVERTISING DATE:	28 APRIL 2023
ROUTE DESCRIPTION AND GPS CO-ORDINATES:	TRANSPORTATION OF LEARNERS FROM DRAKENSTEIN PRISON RESIDENTIAL AREA, HARTEBEESKRAAL (BEESPLAAS), LA SERVANT / SAFARILAND, DE HOOP, KLIPRUG TURN-OFF, TWEE SPRUIT / LOEWENSTEIN TURN-OFF, E. DE WAAL, MUNGA WANGA, DIE VLEI, RONWE PRIMARY SCHOOL AND DENNEGEUR KAFEE TO KLEIN NEDERBURG SECONDARY SCHOOL, PAULUS JOUBERT SECONDARY SCHOOL, CHARLESTON HILL PRIMARY SCHOOL, CHARLESTON HILL SECONDARY SCHOOL, NEW ORLEANS SECONDARY SCHOOL AND NOORDER PAARL SECONDARY SCHOOL.

Latitude	**Longitude**
-33.83098516	-18.99755841
-33.835781	-19.01040191
-33.81544201	-18.99875082
-33.79686565	-18.99127943
-33.78952407	-18.98979451
-33.78649831	-18.98985843
-33.78546915	-18.98983359
-33.77660497	-18.98516313
-33.76411557	-18.98579838
-33.76136749	-19.00070771
-33.75137204	-19.00167684
-33.7358816	-18.99263372
-33.73218156	-19.00550942
-33.72122697	-18.983265
-33.7233683	-18.99328226
-33.71731019	-18.99125877
-33.71913342	-18.96920456

RETURN DISTANCE (KMS):	56.1 KM
NUMBER OF LEARNERS:	177
EDUCATION DISTRICT:	CAPE WINELANDS EDUCATION DISTRICT
MUNICIPAL AREA:	DRAKENSTEIN
CONTRACT PERIOD:	FROM THE BEGINNING OF THE 1ST SCHOOL QUARTER 2024 UNTIL THE END OF THE 4TH SCHOOL QUARTER 2028
CONTRACT COMMENCEMENT DATE:	17 JANUARY 2024

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

(a) The information furnished in this bidding document is true and correct.

(b) I am granting the WCED permission to check my tax compliance status at any time during the bidding process and/or during the tenure of the contract should my bid be accepted as the successful bid by the WCED.

(c) I accept that the WCED may reject my bid or act against me (not limited to the provisions of the general conditions of contract) should this declaration prove to be false.

(d) Should my bid be accepted, I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

(e) The points claimed, based on the BBBEE status level of contribution indicated in this bid and the submitted certificate qualifies the bidding entity for the preference shown.

(f) The preference points claimed are in accordance with the general contract conditions contained in Volume 3 of the bid documents.

(g) In the event of a contract being awarded as a result of points claimed based on the BBBEE status level of contribution the bidder may be required to furnish documentary proof to the satisfaction of the WCED that the claims are correct.

(h) If the BBBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the WCED may, in addition to any other remedy –

  (i) disqualify the bidder from the bidding process;

  (ii) recover costs, losses or damages incurred or suffered as a result of the bidder's conduct;

  (iii) cancel the contract and claim any damages suffered as a result of having to make less favourable arrangements due to such cancellation;

  (iv) restrict the bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 (ten) years, after the *audi alteram partem* (hear the other side) rule has been applied; and

  (v) forward the matter for criminal prosecution.

ENTITY NAME: _____

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

_____

AUTHORISED SIGNATORY

NAME IN PRINT: _____

DATE: _____

_____

CAPACITY IN TERMS OF WHICH THIS BID IS SIGNED

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

SIGNED AT (ADDRESS): _____

_____

Witnesses

1. _____ **2.** _____

BIDDING AND CONTRACT DOCUMENT

VOLUME 2: INTERPRETATION AND DEFINITIONS

1. INTERPRETATION

The provisions contained herein shall apply to the interpretation of the Bid Documents Volumes 1 to 7. These interpretation provisions shall not be repeated again in any of the other Volumes, except in Volume 6 which contains the SLA.

1.1 Unless specifically otherwise provided, any number of days prescribed will be determined by excluding the first and including the last day.

1.2 In this document, unless the context indicates a contrary intention, a word or expression which denotes –

1.2.1 any gender shall include the other genders;

1.2.2 a natural person shall include juristic persons and vice versa; and

1.2.3 the singular shall include the plural and vice versa.

2. DEFINITIONS

The definitions contained herein shall apply to Volumes 1 to 7 of the Bid Documents. These definitions shall not be repeated again in any of the other Volumes, except in Volume 6 which contains the SLA.

2.1 "**Adult Supervisor**" means a competent and responsible person of 18 (eighteen) years or older who remains on a Vehicle during the conveyance of pre-primary and primary school Learners and who is

able to adequately take responsibility of Learners and ensure the safety of such Learners;

2.2 "**Applicable Law**" means South African law and any of the following, from time to time, to the extent that it applies to a Party, or the Services –

2.2.1 Any South African statute, regulation, policy, by-law, directive, notice or subordinate legislation;

2.2.2 the common law;

2.2.3 any binding court order, judgment or decree;

2.2.4 any applicable South African industry code, policy or standard enforceable by-law; or

2.2.5 any applicable direction, policy or order that is given by a South African regulator having the force of law;

2.3 "**Authorised Learner**" means those Learners authorised by the Department to make use of the Services on the Routes and are listed on the Register of Authorised Learners;

2.4 "**Authorised Stop**" means a pick-up or drop-off point authorised by the Department in the Bid Documents;

2.5 "**BBBEE**" means broad-based black economic empowerment as contemplated in the Board-Based Black Economic Empowerment Act 53 of 2003;

2.6 "**Bid Documents**" means the set of documents issued by the WCED comprising of Volumes 1 to 7 relating to the Services to be rendered in respect of the Routes;

2.7 "**Bid Response**" means the submitted documentation from the Service Provider in response to the bid invitation contained in the Bid Documents;

2.8 "**Bidder**" means any natural or legal person submitting a bid; upon acceptance of the Bidder's bid by the WCED (upon acceptance of the award to the Bidder, all references to Bidder will include Service Provider and vice versa);

2.9 "**Business Day**" means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa;

2.10 "**Calendar Day**" means any day of the week and includes weekends and statutory public holidays in the Republic of South Africa;

2.11 "**Calendar Month**" means the period of time that begins on the 1st (first) Calendar Day of any given month and shall consist of the number of Calendar Days in such month, ending on the last Calendar Day of the same month;

2.12 "**Claim Form**" means the prescribed forms and certificates which are to be completed, signed and submitted by the Service Provider in support of its monthly claim;

2.13 "**Claim Month**" means from the 16th (sixteenth)Calendar Day of each Calendar Month or the 1st (first) School Day thereafter to the 15th (fifteenth) Calendar Day of the next Calendar Month or the last School Day prior to the 15th (fifteenth), excluding weekends, public holidays and school holidays;

2.14 "**Closing Date**" means the date specified in the bid invitation and/or in the Bid Documents by which time a Bid must be delivered to the Head Office to qualify for consideration;

2.15 "**Code of Conduct**" means the document prepared by the Service Provider, in the form of Annexure "J" contained in Volume 7 of the Bid Documents and provided to the Department on the Commencement Date, that sets out the manner in which drivers and Adult Supervisors are to act in respect of Learners and render the Services;

2.16 "**Commencement Date**" means the date on which the Services will commence in terms of the SLA;

2.17 **"Contract"** means the agreement, which has been entered into in writing between the Bidder and the WCED, which includes the Bid Documents, the bid invitation, the Specifications, the letter of acceptance, the SLA and the Service Level Schedule;

2.18 "**Contract Rate**" means the tariff per Learner per kilometre per day for which the Service Provider will be paid for providing the Services as from the Commencement Date;

2.19 "**CSD**" means the Central Supplier Database;

2.20 "**District Office**" means the regional office of the WCED where a Learner transport route is situated;

2.21 "**Driver's Licence**" means a license issued to an individual to legally drive a Vehicle as more fully set out in the NRTA;

2.22 "**EFT**" means payment, by electronic funds transfer, for learner transport services rendered by the Bidder, directly into his designated bank account as is recorded on the central supplier database;

2.23 "**Emergency**" means a situation which is beyond the control of the Service Provider, and which includes strikes, stay-aways, riots, *vis maior*, and which makes the provision of the Services or part thereof impossible;

2.24 "**GCC**" means the General Conditions of Contract issued by National Treasury which is annexed to the Bid Documents as Annexure "A" in Volume 7;

2.25 "**Head of Department**" means the head of and accounting officer of the WCED;

2.26 "**Head Office**" means the central office of the WCED which is situated in Cape Town;

2.27 "**Initial Termination Date**" means the date that falls on the last Calendar Day of the last School Term in which the 5th (fifth) anniversary of the Commencement Date falls;

2.28 "**Learner**" means a Learner as defined in SASA that have been approved by the WCED to be transported on the Route and as more fully set out in the Bid Documents;

2.29 "**Learner Transport Policy**" means the National Learner Transport Policy, Government Gazette 39314, Government Notice 997, 23 October 2015;

2.30 "**Learner Transport Scheme**" means subsidised Routes for the provision the Services as identified and approved by the WCED;

2.31 "**NLTA**" means the National Land Transport Act 5 of 2009;

2.32 "**NRTA**" means the National Road Traffic Act 93 of 1996;

2.33 "**Operating Licence**" means a licence required by section 50 of the NLTA and granted and issued in accordance with the NLTA and its regulations which is necessary to enable the Service Provider to provide the Services in terms of the Contract, and where the Service Provider is already in possession of such licence before the Commencement Date, includes any renewal, amendment or transfer of such licence necessary to enable him or her to provide the Services;

2.34 **"Overpayment"** means a payment made in excess of what is due to the Service Provider;

2.35 "**Parties**" means the WCED and the Bidder or Service Provider, as the case may be;

2.36 "**Positioning Kilometres**" means kilometres travelled by a Vehicle with or without passengers:

2.36.1 from a depot to the starting point of a Route;

2.36.2 from the end of a Route to the depot;

2.36.3 from the end of the Route to the starting point of a Route for a second trip (only applicable for Routes with a single distance of 12 km or less);

2.37 "**PPPFA**" means the Preferential Procurement Policy Framework Act 5 of 2000;

2.38 "**Preferential Procurement Regulations**" means the Preferential Procurement Regulations, 2022 effective from 16 January 2023;

2.39 "**PRE**" means the Provincial Regulatory Entity or any other provincial regulatory authority vested with the power to issue Operating Licenses;

2.40 "**Preference**" means those preferences provided for in terms of the PPPFA and its Regulations;

2.41 "**Principal**" means an educator appointed or acting as the head of a School to which the Service Provider provides Services;

2.42 "**Professional Driving Permit**" means a permit issued to certain classes of drivers as more fully set out in the NRTA and its regulations;

2.43 **"Register of Authorised Learners"** means the register kept by a Principal in which the details of Authorised Learners qualifying for and using the Learner Transport Scheme are indicated;

2.44 "**Return Distance**" means the distance from the first pick-up point on the Route to the last School on the Route, multiplied by two;

2.45 "**Revenue Kilometres**" means kilometres actually operated on approved Routes for which the Bidder is entitled to compensation in terms of the Contract;

2.46 "**Road Accident Fund**" means the fund created in terms of the Road Accident Fund Act 56 of 1996 for the payment of compensation in accordance with the Road Accident Fund Act for loss or damage wrongfully caused by the driving of motor vehicles;

2.47 "**Roadworthy Certificate**" means a certificate issued in terms of section 42 of the NRTA confirming that a Vehicle complies with various requirements and may be driven on a road;

2.48 "**Route**" means the Learner transport Route stretching from the first pick-up point to the last drop off point on such Route and as more fully set out in the Bid Documents;

2.49 "**SASA**" means the South African Schools Act 84 of 1996;

2.50 "**School**" means a public School as defined in the South African Schools Act 84 of 1996 and which School is situated in the Western Cape Province;

2.51 "**School Day**" means a day on which Schools are open for learning during School Terms and excludes weekends and public holidays of the Republic of South Africa;

2.52 "**School Term**" means a portion of the academic year in which Schools hold classes;

2.53 "**Service Level Schedule**" means the document annexed to the SLA which more fully sets out the details regarding the Services to be provided by the Service Provider; the terms of which are contained in the Specifications which is contained in Volume 5 of the Bid Documents;

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

2.55 "**Services**" means the transportation of Learners along a Route by specified Vehicles at specified times and frequencies and stopping at specified locations in accordance with the Specifications, Special Conditions of Contract, SLA and the Service Level Schedule;

2.56 "**SLA**" means the Service Level Agreement entered into between the WCED and the Service Provider which also constitutes special conditions of contract as contemplated in the GCC;

2.57 "**Special Conditions of Contract**" means all terms and conditions relevant to this Bid as contained in the Contract, the SLA and the Service Level Schedule entered into between the Service Provider and the WCED;

2.58 "**Specifications**" means the Specifications as set out in Volume 5 of the Bid Documents in which the Routes, distances, Services, performance criteria, stops and any additional related information are described;

2.59 "**Term**" means the duration of the Contract between the WCED and the Service Provider;

2.60 "**Time Schedule**" means a schedule approved by a Principal, indicating all departure times from points of origin and intermediate points as well as arrival times at destinations on each Route for School Days;

2.61 "**Validity Period**" means the period for which a bid is to remain valid and binding for consideration and acceptance as indicated in the Bid Documents. The period is calculated from the bid closing time and the bid shall remain in force and binding until the close of business on the final day of the period. If the final day does not coincide with a Business Day, the bid is to remain valid and binding until the close of business on the following Business Day;

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

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

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

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

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

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

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

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

2.63.6.1 consists of two sections connected to form a unit;

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

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

2.63.6.4 has a continuous passageway over the length thereof;

2.63.7 "bi-articulated bus-train" which means a bus which–

2.63.7.1 consists of three sections connected to form a unit;

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

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

2.63.7.4 has a continuous passageway over the length thereof;

2.63.8 Or any other Vehicle adapted according to the latest requirements of the South African Bureau of Standards, the Standards Act 29 of 1993, the NRTA and its regulations, or any other Applicable Law;

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

2.65 "**Volume**" means Volumes 1 to 7 of the Bid Documents;

2.66 **"WCED**" means the Western Cape Education Department which includes the Head Office, District Office, Principal and public ordinary Schools; and

2.67 "**WCSD**" means the Western Cape Supplier Database.

Annexure "B"
GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
(a) performance or supervision of on-site assembly and/or

commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate

the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such

manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount

countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree;

and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of

Restrictive practices

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

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

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

ANNEXURE "C"

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

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

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

MANAGEMENT:

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

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

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

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

_____.

SIGNATURE(S) OF BIDDER(S)

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

DATE: _____

ANNEXURE "D"

SCHEDULE OF VEHICLES INTENDED FOR USE ON THIS CONTRACT

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

NB

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

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

SIGNATURE(S) OF BIDDER(S) _____

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

DATE: _____

ANNEXURE "E"

BIDDER'S EXPERIENCE

Past Learner Transport Contract Experience (with Western Cape Education Department):

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

Present Learner Transport Contract Experience (with Western Cape Education Department):

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

Have any of your Learner transport contracts with the WCED been cancelled as a result of your breach thereof or negligence?
If yes, specify details herein below:

YES	NO

Contracting Institution	Period	Contract Details	Remarks

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

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

_____

SIGNATURE(S) OF BIDDER(S)

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

DATE: _____

VOLUME 3: SPECIFICATIONS

1. COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

1.1 The services shall commence on **the beginning of the 1st School Quarter 2024** or such later date as may be agreed to in writing between the parties.

1.2 The duration of the Contract shall be from beginning of the **1st School Quarter 2024** or such later date as may be agreed to in writing between the parties and will end at the end of the **4th School Quarter 2028**.

2. SERVICES TO BE PROVIDED

2.1 Learners

2.1.1 The transport services provided are only for **177** authorised learners. No additional Learners may be transported unless approved in writing in accordance with the Special Conditions of Contract.

2.1.2 Should the Service Provider indeed transport any additional Learners without having been informed in writing that their inclusion was approved, the Service Provider may not include such Learners in the Claim Form as the Service Provider will not be paid for such transportation.

2.1.3 Where Grade R Learners are approved for a specific period, such Learners may not be transported when the new school year commences as their inclusion as mainstream Learners is subject to approval through the requisite processes. Should the Service Provider indeed transport such Learners, the same conditions as in 2.1.2 above apply.

2.2 **Routes**

2.2.1 The Route is described by the place names of the origin and destination, as well as the names of the authorised pick-up points. These pick-up points may change during the Term and the Service Provider will be consulted on such variation.

2.2.2 As some of the Services might be operated in rural areas, there may be no street names in the Service area and the names of the stopping points are not necessarily shown on any map of the area but are common locally known names.

2.2.3 The Return Distance and description of the Route is listed below:

Return distance: **56.1** km

Route **024**: Transportation of learners from Drakenstein Prison Residential Area, Hartebeeskraal (Beesplaas), La Servant / Safariland, De Hoop, Kliprug Turn-off, Twee Spruit / Loewenstein Turn-off, E. De Waal, Munga Wanga, Die Vlei, Ronwe Primary School and Dennegeur Kafee to Klein Nederburg Secondary School, Paulus Joubert Secondary School, Charleston Hill Primary School, Charleston Hill Secondary School, New Orleans Secondary School and Noorder Paarl Secondary School.

2.2.4 The authorised pick-up or drop-off points can be found at the following GPS co-ordinates (**Please refer to Addendum A – page 119):**

Pick-up or drop-off point	**GPS co-ordinates**	
	Latitude	**Longitude**
Drakenstein Prison Residential Area	-33.83098516	18.99755841
Hartebeeskraal (Beesplaas)	-33.835781	19.01040191
La Servant/Safariland	-33.81544201	18.99875082
De Hoop	-33.79686565	18.99127943
Kliprug Turn-off	-33.78952407	18.98979451
Twee Spruit/ Loewenstein Turn-off	-33.78649831	18.98985843
E. De Waal	-33.78546915	18.98983359
Munga Wanga	-33.77660497	18.98516313
Die Vlei	-33.76411557	18.98579838
Ronwe Primary School	-33.76136749	19.00070771
Dennegeur (Dennegeur Kafee)	-33.75137204	19.00167684
Klein Nederburg Secondary School	-33.7358816	18.99263372
Paulus Joubert Secondary School	-33.73218156	19.00550942
Charleston Hill Primary School	-33.72122697	18.983265
Charleston Hill Secondary School	-33.7233683	18.99328226

New Orleans Secondary School	-33.71731019	18.99125877
Noorder Paarl Secondary School	-33.71913342	18.96920456

DETAILED SPECIFICATIONS

FOR THE PROVISIONING OF LEARNER TRANSPORT SERVICES TO THE WCED

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

	SPECIFICATION	YES, WILL COMPLY	NO, DOES NOT / WILL NOT COMPLY
A.	**VEHICLES AND LICENSES**		
1.	The Service Provider shall apply for the necessary Operating License for the Route at the PRE immediately upon receiving the contract documentation and such licenses must be available by the Commencement Date in respect of all Vehicles that are approved for the Route.		
2.	If there is any delay in the granting of the Operating License, the Service Provider shall notify the Department in writing as soon as the Service Provider becomes aware of such delay and undertakes to ensure that it complies with all the requirements set out by the PRE for purposes of applying for and being granted the Operating Licenses. If the Service Provider is unable to obtain the necessary Operating Licenses for the Routes by the Commencement Date, the Head Office may cancel the Contract or postpone the commencement of the contract in writing.		
3.	It is the responsibility of the Service Provider to ensure that each Vehicle listed on Annexure "D" of Volume 7 of the Bid Documents has a valid Vehicle License and Roadworthy Certificate by the bid closure date.		

	Copies of such certificates are to be provided with the Bid Response upon submission to the Head Office.		
4.	Service Providers are to update the Roadworthy Certificates as and when required to do so in terms of the Applicable Law. Copies of updated Roadworthy Certificates are to be provided to the District Office and the Principal once issued by the relevant authority and/or on demand from the Head Office, the District Office or the Principal. The Service Provider acknowledges that it has a continuous responsibility to ensure that Roadworthy Certificates are updated as required from time to time in accordance with the Applicable Law.		
5.	The Service Provider must be willing to make its Vehicles available for inspections and/or spot checks conducted by the Head Office, District Office and/or the Principal or external verification agency (e.g. Auditor-General) from time to time.		
6.	Service Providers may not, under any circumstances, use a Vehicle to render the Services that is not roadworthy and does not have a valid Roadworthy Certificate or not covered through the Operating Licence.		
7.	If a Service Provider refuses to withdraw a Vehicle that is not roadworthy from use until it receives a Roadworthy Certificate, the WCED may arrange alternative transport for the Learners. The costs associated with this will be for the account of the Service Provider and will be set off against any monies owed to the Service Provider. Continued failure to provide a Roadworthy Certificate or use Vehicles that are not roadworthy may be grounds		

	for cancelling the Contract with the Service Provider.		
8.	When replacement Vehicles are approved for use in writing and in accordance with the terms and conditions of the SLA, the Service Provider is to ensure that those Vehicles are properly licensed and roadworthy in accordance with the Applicable Law and to provide copies thereof to the District Office and the Principal on approval of the use of the new Vehicles and/or on demand from the Department.		
9.	The Service Provider shall ensure that each driver it will be using to drive the Vehicles has a valid appropriate class of Driver's License and Professional Driving Permit to transport Learners. Copies of Driver's Licenses or Professional Driving Permits of all drivers used by the Service Provider are to be provided to the Principal on the Commencement Date. If new, temporary or contract drivers are used during the Term, the Service Provider shall ensure that these drivers have valid appropriate class Driver's Licenses and Professional Driving Permits and shall provide copies thereof to the Principal within 24 (twenty four) hours of the new drivers rendering Services and/or on demand from the Principal.		
10.	The WCED may request, in writing, any information and/or documentation from the Service Provider in respect of the Operating Licenses, the Roadworthy Certificates, Vehicles Licenses and Driver's Licenses and Professional Driving Permits. Such information must be provided to the WCED, in writing, within 2 (two) Business Days from the date of the request.		
11.	If the WCED becomes aware during the Term that a driver does not have a valid Driver's License and		

	Professional Driving Permit, the WCED will be entitled to terminate the Contract with the Service Provider summarily.		
12.	By signing Annexure "D" of Volume 7 the Bidder declares what Vehicles will be available for the Services immediately upon the award of the contract on the signing of the WCBD 7.1 (Contract form).		
13.	Only the Vehicles reflected on Annexure "D" of Volume 7 of the Bid Documents must be used by the Bidder to render the Services.		
14.	In the event that any Vehicles are not roadworthy or unlicensed, the Service Provider shall, at its own expense, arrange for the use of alternative roadworthy Vehicles with a similar type and class of Vehicles to ensure that the Services are rendered without delay, on time and in accordance with the Time Schedule. Such replacements are subject to the approval of the relevant Principals on the Temporary Vehicle Replacement Form. These Vehicles shall not be used to permanently replace the Vehicles on Annexure "D" of Volume 7 to the Bid Documents and are to be used for a maximum of 3 (three) months.		
15.	The Service Provider must ensure that all Vehicles used to render the Services are at all times affixed with a legible sign indicating as follows: THIS VEHICLE IS CONTRACTED TO TRANSPORT LEARNERS OF THE WESTERN CAPE EDUCATION DEPARTMENT: REPORT BAD DRIVING TO TEL. 0800 45 46 47		
16.	Vehicles damaged in accidents must be repaired prior to being used to render the Services to transport Learners. Any costs associated with this shall be for the account of the Service Provider.		

17.	Vehicles with hard seats are not permitted to be used.		
18.	Vehicles are to be clean inside and outside when they leave the first point of departure at the beginning of the School Day.		
19.	Learners may only be transported in Vehicles manufactured and registered for the transportation of passengers. The Service Provider may thus not use a truck (or any other similar mode of transport) that has been enclosed and equipped with seats or an ordinary sedan car to transport Learners.		
B.	**THE ROUTE**		
1.	No changes may be made to the Route without the prior written approval of the Head Office. Principals and District Offices may only authorise Route changes due to an unexpected emergency that requires a temporary change to the Route. Such authorisations must be submitted in writing to the Head Office for ratification.		
2.	Except for Routes with a single distance of 12 (twelve) km or less, the Service Provider must transport the Learners together as one group. The Service Provider is only allowed to make a double trip with the same Vehicle if the single distance of the Route is 12 (twelve) km or less.		
C.	**TIME SCHEDULE AND TRIPS**		
1.	The Service Provider must ensure that the Time Schedule as determined in writing with the Principal of each School is strictly adhered to.		

2.	The Time Schedule may only be amended in writing by the Principal in consultation with the Service Provider.		
3.	The Service Provider may not cancel any scheduled trips unless the provisions contained in the SLA and the Service Level Schedule have been complied with. The Service Provider shall ensure that to the best of its ability all scheduled trips take place as required.		
D.	**DRIVERS AND ADULT SUPERVISORS: CODE OF CONDUCT**		
1.	The Service Provider must prepare a Code of Conduct for its drivers and Adult Supervisors which is to set out the manner in which they are to act in respect of Learners and in rendering the Services. A copy of the Code of Conduct is to be provided to the School on the Commencement Date in the form of Annexure "J" of Volume 7 of the Bid Documents and must, at the very least, contain the provisions provided for in the Special Conditions of Contract.		
2.	It is the responsibility of the Service Provider to ensure that drivers and Adult Supervisors adhere to the Code of Conduct and that the Code of Conduct makes provision for appropriate action to be taken against drivers and Adult Supervisors who fail to comply with the provisions of the Code of Conduct.		
3.	Drivers and Adult Supervisors are to treat Learners with respect and courtesy at all times and are responsible for the safe transportation of Learners to and from their Schools.		

4.	Learners shall not be subjected to verbal abuse or any form of assault, attempted assault or threats of assault by the driver or Adult supervisors.		
5.	If drivers or Adult supervisors become aware of problematic or disrespectful Learners, this must be brought to the attention of the relevant Principal in writing so that it can be dealt with by the Principal in accordance with the South African Schools Act 84 of 1996. Discipline of Learners is not the responsibility of the Service Provider or his / her drivers or Adult supervisors and the Service Provider and his / her drivers or Adult supervisors may not attempt to discipline Learners unless the conduct of the Learner on a Vehicle has the potential, so judged by a reasonable person, to cause an accident and/or affect the safety of the other Learners on the Vehicle and/or the driver of the Vehicle and/or the Adult Supervisor. A verbal reprimand of a Learner is permitted.		
6.	Drivers and Adult Supervisors shall not smoke whilst Learners are being transported nor may a driver or Adult Supervisor offer and/or provide cigarettes to any Learners.		
7.	No driver or Adult supervisor may consume alcohol or drugs prior to driving a Vehicle or while driving a Vehicle.		
8.	No driver who is on medication that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners may be allowed by the Service Provider to transport Learners in the rendering of the Services.		
9.	No driver, who suffers from an illness that may impair his/her ability to perform his/her duties diligently and		

	with the necessary skills and that could endanger the lives of the Learners, may be allowed by the Service Provider to transport Learners in the rendering of the Services.		
10.	The Service Provider and/or drivers and/or Adult Supervisors shall not levy any charge to Learners, their parents, guardians, or caregivers for the rendering of the Services.		
E.	**LEARNERS**		
1.	Only Authorised Learners may be transported by the Bidder on the Route.		
2.	Learners may only be picked up from and dropped off at pick up and drop off points contained in the Specifications.		
3.	Every Learner, irrespective of age, shall have a seat on a Vehicle he/she is being transported in and no Learner may be standing in a Vehicle whilst in motion. The number of Learners, plus the driver and Adult Supervisor transported in a Vehicle, may not exceed the licenced seating capacity indicated on the licence and roadworthy disc of the Vehicle. The provisions of Regulation 231 of the National Road Traffic Regulations, 1999 of the RTA, which determines that in the case of Learners younger than 13 (thirteen) years, 3 (three) passengers shall be taken as requiring 2 (two) seats, **shall not apply** when transporting Learners for the WCED in terms of the Contract.		
4.	The Service Provider shall ensure that Learners exit the Vehicles on the left-hand side thereof only. In the event of a Vehicle having exit doors on both the left and right-hand side thereof, the Service Provider		

	shall keep the right-hand door locked at all times to prevent Learners from exiting the Vehicle on the right-hand side.		
F.	**ROAD SAFETY**		
1.	Service Providers must ensure that all rules of the road are strictly adhered to at all times and drivers must take the utmost care to ensure the safety of Learners at all times when rendering the Services.		
2.	The Services provided by the Service Provider must comply with all licensing and regulatory requirements and all Applicable Law must be adhered to at all times.		
G.	**VARIATIONS**		
1.	The Services may only be varied in accordance with the provisions of the SLA.		
2.	Any variations made to the Services that do not comply with the SLA shall not be valid and have no legal consequences. Thus the WCED will not be liable for any variations made that do not comply with the SLA and in particular shall not be liable for the costs associated with such variation.		
H.	**WARRANTIES**		
1.	The Service Provider warrants to the Department that it shall comply with all Applicable Law, in particular all law, regulations, by-laws and policies relating to road safety, at all times during the Term.		
2.	The Vehicles filled in on Annexure "D" of Volume 7 of the Bid Documents are warranted by the Service Provider as the Vehicles that will be used to render the Services and the Service Provider warrants that it shall take all steps necessary to ensure that the Vehicles are roadworthy and properly licensed by the bid closure and throughout the Term of the Contract.		

I.	**PAYMENT FOR THE SERVICES**		
1.	The Service Provider will only be compensated for the daily authorised Return Distance of the Route.		
2.	Service Providers must invoice the Department on a monthly basis for Services rendered in the preceding Claim Month within five (5) Business Days after the last day of a Claim Month and a failure to do so will result in a penalty being levied against the Bidder.		
J.	**GENERAL**		
1.	The Service Provider must provide a consistent and reliable Service to the Department to ensure that Learners are transported to and from School and that Learners are available at the School for teaching by the time the School Day begins.		
2.	In the event that a Vehicle transporting Learners is involved in an accident or collision, the Service Provider must on the same day notify the Principal telephonically thereof and provide the Head Office and the Principal with a full written report containing amongst others, the details of what occurred, how it was dealt with, what the cause (or suspected cause if the cause is not yet ascertainable) was and who was injured and/or killed within 2 (two) Business Days of the accident or collision occurring.		
3.	Any accident or collision that occurs when a Vehicle of the Service Provider is transporting Learners must be reported immediately or at least as soon as possible to the nearest South African Police Station and the relevant case number and details must be provided to the District Office and the Principal within 5 (five) Calendar Days of the accident or collision occurring.		

ANNEXURE "F"
WCBD 3.5

PRICING STRUCTURE

NB: USE ONLY BLACK INK TO FILL IN THIS FORM

(IMPORTANT: This form must be completed in full) CLOSING TIME: **11h00 ON 19 MAY 2023** VALIDITY: **180 DAYS** NAME OF BIDDER:	BID NO.: **B/WCED 3037/23 (ROUTE T024)** .....

SPECIFICATIONS

Transport of **177** learners over a distance of **56.1 km** per day commencing the beginning of **1st School Quarter 2024 and ending at the end of the 4th School Quarter 2028**.

The distance means the total distance the Contractor has to travel every day in terms of the route specifications to transport learners to the school in the mornings and back in the afternoons.

THE BIDDER SHALL BID A TARIFF PER LEARNER PER KILOMETRE PER DAY FOR EACH YEAR OF THIS CONTRACT.

	Year 1	Year 2	Year 3	Year 4	Year 5
Tariff per learner per kilometre per school day for each year of contract period.	R	R	R	R	R

THE NUMBER OF LEARNERS CANNOT BE GUARANTEED AS THE NUMBER OF AUTHORISED LEARNERS MAY INCREASE OR DECREASE OVER THE CONTRACT TERM. ONLY THE HEAD: EDUCATION OR HIS/HER DELEGATED HEAD OFFICE REPRESENTATIVE MAY APPROVE THE TRANSPORTATION OF ADDITIONAL LEARNERS TO THOSE AS SET OUT IN THE BID INVITATION.

THE BID WILL BE EVALUATED USING THE TOTAL BID COST OF TRANSPORTING THE AUTHORISED NUMBER OF LEARNERS AS PER THE SPECIFICATIONS INDICATED IN THIS BID FOR THE FULL CONTRACT TERM.

THE TOTAL BID COST WILL BE DETERMINED AS FOLLOWS:

FORMULA: THE BID TARIFF FOR SPECIFIC YEAR x DISTANCE x AUTHORISED LEARNER NUMBER x NUMBER OF SCHOOL DAYS.

THE TOTAL BID COST WILL BE DETERMINED BY APPLYING THE ABOVE FORMULA FOR EACH YEAR OF THE CONTRACT TERM.

For example: Bid tariff – R1.00
Distance – 25 KM
Learner number – 250 learners
School days – 200 days per annum

BID PRICE = R1.00 x 25 km x 250 learners x 200 days
= R1 250 000.00 (for year 1 of the contract)

An average of 200 school days will be used to calculate the annual bid cost as the exact number of school days per annum is determined annually.

Are you registered in terms of sections 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No. 89 of 1991), and if so, state your VAT registration number?	YES/NO Vat. No.:

NB: USE ONLY BLACK INK TO FILL IN THIS FORM		
(IMPORTANT: This form must be completed in full) CLOSING TIME: **11h00 ON 19 MAY 2023** VALIDITY: **180 DAYS**	NAME OF BIDDER:	BID NO.: **B/WCED 3037/23 (ROUTE T024)** .....
Are you a member of any accredited organisation/institute for transport services? If so, what is the name of such organisation and your membership number?	YES/NO	Mem. No.:
Contact person and telephone number should any further information be required regarding this tender	Name.:..... Contact nr.	

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

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

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

DATE: .....

VOLUME 4: CONDITIONS OF CONTRACT FOR LEARNER TRANSPORT SCHEMES

1. INTRODUCTION

1.1 The Bidder's Bid Response constitutes an offer by the Bidder for Learner transport services in the Western Cape Province to the WCED. After acceptance thereof by the WCED through the issuing of a WCBD 7.1 contract form, followed by a letter of acceptance forwarded to the successful Bidder, it shall become a binding Contract between the Bidder and the WCED. It should be noted that until signature of the WCBD 7.1 contract form by the WCED and the acceptance thereof by the Bidder no contract will have come into existence and no obligations will ensue between the WCED and the Bidder.

1.2 The completion of all portions of this Contract, where provided for, including its Annexures, are compulsory, and the WCED will reject an incomplete Bid as being non-responsive.

1.3 Attaching all documents required in terms of this Bid is a prerequisite for lodging a valid bid with the WCED.

1.4 All Annexures must be signed by the Bidder and where requested all supporting documents must be certified, except where originals are requested.

1.5 The checklist of documents as per page 4 is to assist the Bidder to complete and submit a valid bid and must also be fully completed by the bidder.

2. BID (OFFER) FOR LEARNER TRANSPORT SERVICES

2.1 The Bidder shall duly complete and sign WCBD 1, attached to Volume 7 of the Bid Documents as Annexure "B".

2.2 In addition, the Bidder shall furnish details of its ownership and management structure, as provided for in Annexure "C" attached to Volume 7 of the Bid Documents.

2.3 Notwithstanding anything to the contrary contained herein, the Bidder agrees that the WCED retains the right not to accept the lowest, highest or any bid, or to only accept part of any bid for a lesser period than advertised.

3. PROVISIONS RELATING TO BIDDERS

3.1 It is the aim of the WCED to afford all Bidders a fair and equitable opportunity to compete for this bid.

3.2 A proper evaluation process is therefore of great importance to determine the capacity and ability of the Bidder.

3.3 The information required by the WCED will assist the Bidder to make a self-assessment and it will assist the WCED to evaluate the Bidder.

3.4 The WCED reserves the right to carry out physical inspections, at any reasonable time, in order to validate any or all of the information provided by the Bidder and/or during the Term. These inspections may be repeated at any reasonable time during the Term.

3.5 As the bid is awarded on the information provided by the Bidder at the time of bid closure, the Bidder must maintain his status quo for the Validity Period of the bid and Term. Should any deviation or changes occur during the Validity Period in respect of, but not limited to, the Vehicles at its disposal for purposes of performing its obligations in terms of this bid, the Bidder must inform the WCED before the Closing Date and in the case of such deviation or change during the Term, immediately. Failure to advise the WCED as aforesaid, of any deviation or change in the Bidder's circumstances, both financially and otherwise, will entitle the WCED to reject the bid, alternatively, terminate the Contract.

3.6 The Bidder may furnish additional information in writing and attach it as an annexure to the back of this bid, duly signed, when submitting the bid.

3.7 All information provided in this bid is of critical importance, which the Bidder acknowledges.

3.8 The Bidder must be financially self-sufficient to pay all costs including salaries for the first 60 (sixty) Calendar Days from the Commencement Date. The first payment made by the District Office may only take place after 60 (sixty) Calendar Days from the Commencement Date. However, as a general rule, all payments have to be made within 30 (thirty) Calendar Days of receipt of a valid claim and the WCED will endeavour to do so throughout the Term.

3.9 The Bidder must indicate its compliance with the Specifications listed in Volume 5 of the Bid Documents. These Specifications are mandatory and failure to comply will invalidate the bid.

4. PROVISIONS RELATING TO BUSES AND DRIVERS

4.1 The Bidder warrants that the Vehicles indicated in Annexure "D" are in proper working order, licensed, roadworthy and available and will be used to fulfil the Bidder's obligations in terms of the Contract.

4.2 The Vehicles are to be used exclusively for Learners on the Route, during pickup and drop off times in the mornings and afternoons on School Days as determined by the Principal. These Vehicles can only be substituted with the prior written approval of –

4.2.1 the Principal in the case of a temporary replacement (Bidder must complete Temporary Vehicle Replacement Form); and

4.2.2 the Head Office (Sub-directorate: Learner Transport Schemes) in the case of a permanent replacement (Bidder must complete Permanent Vehicle Replacement Form).

4.3 Any substitute Vehicles must have a Roadworthy Certificate.

4.4 If any of the Vehicles indicated in Annexure "D" are already being used on any other existing Learner Transport Scheme, overlapping the Commencement Date of the Contract, the bid will not be considered.

4.5 The Bidder must submit proof, by no later than the Closing Date of the bid, that the necessary Vehicles are registered in its name. Should the Bidder not have sufficient

Vehicles registered in its name, but offer leased Vehicles, the Bidder shall submit a lease agreement together with the Bid, in the format of Annexure "I" annexed to Volume 7 of the Bid Documents, clearly indicating that it has the unconditional right to use the Vehicles for the duration of the Contract.

4.6 Failure to complete the schedule as contained in Annexure "D" of the bid shall invalidate the bid.

4.7 The Bidder shall be responsible for complying with all contractual and statutory requirements in respect of the Vehicles and drivers used by the Bidder.

5. ROUTE INSPECTION

5.1 Prior to bidding, the Bidder must inspect the Route to familiarise itself with the Route, the conditions of the roads and distances. Bidders must indicate any discrepancies in the Route description and distance in a covering letter, which must be submitted with this bid. Bidders must make provision in their bid prices for higher maintenance costs due to poor road conditions, where applicable.

5.2 Has the Bidder inspected the Route prior to bidding? (Please tick the appropriate box)

YES	NO

6. EXPERIENCE

The Bidder must complete Annexure "E" attached to Volume 7 of the Bid Documents relating to its experience in the transport industry.

7. STATUTORY AND CRITICAL REQUIREMENTS

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

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

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

7.1.3 Close corporation: CK1 or CK2 documents.

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

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

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

7.3 Valid Vehicle Licences and Roadworthy Certificates must be attached to the Bid Response for all Vehicles listed in Annexure "D" of Volume 7 of the Bid Documents.

7.4 All Vehicles must comply with all Applicable Law.

7.5 To participate in this tender, your business must be registered on the WCSEB as well as the CSD. Registration entails that a Bidder's tax clearance certificate issued by the South African Revenue Services and WCBD 4 Declaration of Interest (which documents are only valid for 12 (twelve) Calendar Months from their date of issue) must be valid on the WCSEB. The WCED will use the master registration number (supplier number) that the Bidder is required to submit with its bid to verify its tax compliance status on the CSD at the award phase.

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

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

7.8 The The Preferential Procurement Regulations, 2022 effective from 16 January 2023 will apply in this bid. Please acquaint yourself with such Regulations. Please note that points for BB-BEE status level of contribution will only be awarded to bidders who claim such points through the completion of the WCD 6.1 Preference Points Claim Form(attached), in full (and which you are required to read in its entirety) and who submit proof of such BB-BEE status level of contribution, which can be in the form of the following:

(a) a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) and which is applicable for the sector within which the bid is submitted (for example, a B-BBEE certificate for the catering and Hospitality sector is not applicable for Transport and Storage bids); or

(b) an affidavit, in the form prescribed by the Department of Trade and Industry (dti) which confirms the annual total revenue and level of black ownership together with the sector in respect of which it is issued. This form is obtainable on the dti website; or

(c) an affidavit issued by Companies Intellectual Property Commission (CIPC).

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

7.10 The Bidder shall submit any valid Driver's Licences and Professional Driving Permits when requested to do so by representatives of the WCED or law enforcement officials.

7.11 The Bidder shall submit additional information regarding the Contract as and when requested to do so by the Head Office and/or District Office and/or Principal.

8. UTILISATION OF VEHICLES ON OTHER LEARNER TRANSPORT ROUTES

8.1 Have any of the Vehicles indicated in Annexure "D" of Volume 7 of the Bid Documents been offered on any other Learner transport bid still under consideration or against any other bid with the same Closing Date as this bid? (Please tick the appropriate box)

YES	NO

8.2 Are any of the Vehicles indicated in Annexure "D" of Volume 7 of the Bid Documents being utilised on any other current Learner transport contracts with the WCED? (Please tick the appropriate box)

YES	NO

8.3 If the response to paragraphs 8.1 is yes, the following section must be completed:–

Complete the table below if Vehicles indicated in Annexure "D" of Volume 7 to the Bid Documents have been offered on other bids still under consideration or on other bids with the same Closing Date as this Bid		
Bid No. / Contract No.	Closing Date	Vehicle registration No.

9. CONTRACT PERIOD

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

10. BID EVALUATION CRITERIA

10.1 The evaluation of all bids is based on –

10.1.1 compliance with all the provisions specified in the Bid Documents;

10.1.2 the validity of all documents that are required to be submitted with the Bid Response;

10.1.3 prices offered in terms of Annexure "F" contained in Volume 7 of the Bid Documents and the total points allocated to each compliant Bidder in terms of the preference point system of the Preferential Procurement Regulations pertaining to the PPPFA.

10.2 The lowest acceptable bid that conforms to the Specifications forms the basis to calculate price points for all other compliant bids received. To this is added preference points which are claimed in terms of the Preferential Procurement Regulations and as supported by a valid BBBEE status level of contribution certificate as referred to in paragraph 7.8 above. These points can only be allocated provided that the applicable claim form contained in Annexure "H" of Volume 7 of the Bid Documents has been duly completed and signed by the Bidder.

10.3 In terms of the Preferential Procurement Policy Framework Act (5/2000) Regulations, the contract must be awarded to the Tenderer scoring the highest points.

10.4 The WCED may, in terms of the Preferential Procurement Regulations, prior to the award of a bid, cancel a bid if -

10.4.1 due to changed circumstances, there is no longer a need for the Services; or

10.4.2 funds are no longer available to cover the total envisaged expenditure; or

10.4.3 no acceptable tenders are received; or

10.4.4 there is a material irregularity in the tender process.

10.5 For the purposes of this bid, the following points categories will be used in the 80/20 point system of the Preferential Procurement Regulations –

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

11. ALLOCATION OF LEARNER TRANSPORT FUNCTIONS TO SCHOOLGOVERNING BODIES

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

12. PENALTIES

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

13. PAYMENT

13.1 The payment for Learner Transport Schemes shall be in accordance with the Learner Transport Policy which provides that remuneration to a Service Provider shall be for the total kilometres travelled. As such, Service Providers will be paid per Learner conveyed per kilometre travelled per day. If for any reason a trip is not made by the Service Provider, no remuneration will be paid to the Service Provider.

13.2 The Bidder shall bid a tariff per Learner per kilometre in Annexure "F" contained in Volume 7 of the Bid Documents. Although bids will be evaluated based on the actual Learner number indicated in this Bid, the WCED may increase or decrease the number of Learners from time to time in line with the requirements of the Schools included on the Route.

13.3 The Bidder shall indicate a price for the entire contract period in Annexure "F" contained in Volume 7 of the Bid Documents and shall make provision for increases in operating expenditure between years. Bidders should take note that the tariffs indicated in Annexure "F" contained in Volume 7 of the Bid Documents must remain firm for the duration of the Term.

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

Payment amount = (equals)
Tariff indicated X (multiplied by) number of Authorised Learners X (multiplied by) Return Distance of Route X (multiplied by) number of School days in a Claim Month – (less) penalties

14. INSURANCE

14.1 The Bidder must take reasonable steps to ensure the safety of passengers and property. The WCED shall not be liable for any loss or damages resulting from damage to property or the death of or injury to any person which is caused by an intentional or negligent act or omission of the Bidder or its agents or employees when rendering the Services.

14.2 The Service Provider shall obtain public liability insurance to the value of R5 000 000 (five million Rand) and in particular to cover claims that may lead to liability resulting from incidents not covered by the Road Accident Fund, at its own cost commensurate with the risks associated with rendering the Services.

15. CESSION AND TERMINATION OF LEARNER TRANSPORT CONTRACT

15.1 The Head Office reserves the right to cede and delegate to the School concerned its rights and obligations in terms of the Contract, in which case the School shall replace the WCED as party to the Contract. The Head Office further undertakes in such cases to give the Service Provider proper notice of such cession and delegation.

15.2 Should the Head Office determine that there is no longer a need for the Services, it reserves the right to cancel the Contract on one School Term's written notice to the Service Provider.

15.3 The Service Provider shall not transfer, cede, delegate, and assign the Contract or part thereof without the prior written approval of the Head Office, which shall not be unreasonably withheld, nor shall the Service Provider abandon the Contract.

15.4 Approval to transfer, cede, delegate or assign the Contract within 3 (three) Calendar Months after conclusion thereof shall only be granted by the Head Office in compelling circumstances.

15.5 In terms of Regulation 12(1) of the Preferential Procurement Regulations, a Bidder to whom a Contract is awarded may only enter into a subcontracting arrangement with the approval of the relevant organ of state. In such instances, Regulation 12(3) of the Preferential Procurement Regulations provides that the Service Provider may not subcontract more than 25% (twenty five percent) of the value of the Contract to any enterprise that does not have an equal or higher BBBEE status level of contribution than that of the Service Provider, unless the Contract is subcontracted to an emerging micro enterprise that has the capability and ability to execute the subcontract.

16. COMPLIANCE WITH STATUTORY REQUIREMENTS

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

- NLTA;
- NRTA;
- The South African Schools Act 84 of 1996;
- The Employment Equity Act 55 of 1998;
- The Basic Conditions of Employment Act 75 of 1997; and
- The Labour Relations Act 66 of 1995.

17. FORCE MAJEURE

17.1 Should circumstances, which were not foreseeable with reasonable foresight or unavoidable with reasonable care, arise which delay or have the potential to delay the rendering of the Services, whether in whole or in part, the Service Provider must advise the WCED thereof as soon as possible.

17.2 Neither the WCED nor the Service Provider shall be liable for a failure to perform any of its obligations insofar as it proves –

17.2.1 that the failure was due to an impediment beyond its control;

17.2.2 that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of the Contract; and

17.2.3 that it could not reasonably have avoided or overcome the impediment or its effects.

17.3 An impediment, as aforesaid, may result from events such as the following (this list is not exhaustive) –

17.3.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;

17.3.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;

17.3.3 explosions, fires, destruction of machines, of factories and of any kind of installations;

17.3.4 acts of authority, whether lawful or unlawful, part from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.

17.4 Relief from liability for non-performance by reason of the provisions contained herein shall commence on the date upon which the party seeking relief gives notice of the impediment relied upon, and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 60 (sixty) Business Days, either of the parties shall be entitled to terminate this Agreement.

18. FRAUD

18.1 If, at any time during the Term, the WCED reasonably determines that the Service Provider or its members or employees has, in respect of the Contract –

18.1.1 acted dishonestly and/or in bad faith; and/or

18.1.2 made any intentional or negligent misrepresentation to the WCED whether at the time of the bid evaluation, in the completion of the Bid documents or in the execution of the Contract;

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

19. CANVASSING, GIFTS, INDUCEMENTS AND REWARDS

19.1 If the WCED is of the opinion that –

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

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

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

19.2 Then the WCED may –

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

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

20. BREACH & REMEDIES

20.1 Should a Service Provider –

20.1.1 cease or be unable for any reason whatsoever to conduct its business in an ordinary or regular manner, except in the instance of force majeure, and fails to remedy such situation within a period of 7 (seven) Business Days' written notice from the WCED calling on it to remedy the situation; or

20.1.2 abandon, transfer, assign, cede, delegate or sub-contract the Contract or purport to abandon, transfer, assign, cede, delegate or sub contract the Contract without the prior written approval of the Head Office; or

20.1.3 breach any term of the Contract and fails to remedy such breach within a period of 7 (seven) Business Days' written notice from the Head Office calling on it to do so,

the Contract will be terminated summarily.

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

20.2.1 Learners are dropped off late at School in the morning or picked up late after School in the afternoon more than 3 (three) times in a Calendar Month or as a regular occurrence;

20.2.2 Learners have to stand in overloaded buses;

20.2.3 the Bidder does not transport the Learners and does not inform the Principal or make alternative arrangements;

20.2.4 the drivers should jeopardise the lives of the Learners being transported by, for example, driving the Vehicles while intoxicated with alcohol or

other illegal substances or suffer from any medical condition precluding him/her from operating a Vehicle or rendering him/her unfit to do so;

20.2.5 the Bidder uses the same Vehicle on different Routes;

20.2.6 the Bidder uses unlicensed or unroadworthy Vehicles;

20.2.7 the Department becomes aware that a driver does not have a valid Driver's License and Professional Drivers Permit; or

20.2.8 the Bidder does not have his Vehicle tested for roadworthiness as required by the NRTA or on request by the WCED.

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

20.3.1 to claim specific performance on 7 (seven) Business Days' written notice to the Bidder, alternatively claim damages from the Bidder in terms of the Contract, and shall further have the right upon any period of delay to forthwith arrange for the execution of the Service not rendered or not rendered in conformity with the Contract by another entity;

20.3.2 to immediately cancel the Contract and claim damages from the Bidder;

20.3.3 in the event of the WCED availing itself of the remedies provided for in paragraph 20.3.1 above, the Service Provider shall bear any adverse difference in price of the said Services and these amounts plus any other damages which may be suffered by the WCED shall be paid by the Service Provider to the WCED immediately on written demand, or the WCED may deduct such amounts from moneys otherwise payable to the Service Provider in respect of Services rendered or to be rendered in terms of the Contract or in terms of any other contract or any other amount due to the Service Provider by the WCED; and/or

20.3.4 in the event of the Contract being terminated by the WCED, the Service Provider shall be liable to pay to the WCED any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation

and the WCED shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the Contract or any other contract that the WCED may have with the Service Provider.

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

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

21.1.1 immediately after becoming aware thereof, cancel the Contract and accept any of the bids which were submitted originally with that of the Service Provider or any offer subsequently received to complete the Contract, provided that the estate of the Service Provider shall not be relieved from liability for any claim which has arisen or may arise against the Service Provider in respect of Services not rendered by him in terms of the Contract, and the WCED shall have the right to hold and retain all or any of the securities and retention moneys held by it at the date of the aforesaid occurrence until such claim has been satisfied; or

21.1.2 allow the executor, curator, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the Service Provider to carry on with and complete the Contract; or

21.1.3 in the event of the executor, curator, trustee, liquidator or judicial manager, opting to continue with the Contract, it shall give notice to make provision to the satisfaction of the WCED for the fulfilment of such requirements within 14 (fourteen) Business Days of the occurrence mentioned in paragraph 21.1. Should no executor, trustee, liquidator or judicial manager be appointed, the WCED may apply any remedy open to it in terms of the Contract as if a breach thereof had taken place.

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

Annexure "G" contained in Volume 7 of the Bid Documents relating to a Bidder's declaration of interest, past supply chain management practices and independent bid determination must be completed in full and signed by the Bidder in the presence of a Commissioner of Oaths.

23. CLAIM OF PREFERENCE POINTS

The Bidder is to fully complete Annexure "H" contained in Volume 7 of the Bid Documents, in terms of the Preferential Procurement Regulations, insofar as the form is applicable to the Bidder. Preference points cannot be awarded unless Annexure "H" contained in Volume 7 of the Bid Documents is completed in full and signed by the Bidder. Preference points can only be claimed in conjunction with a valid BB-BEE certificate/affidavit.

24. CHECKLIST

The Bidder is required to complete in full and sign the checklist at Annexure "K" contained in Volume 7 of the Bid Documents.

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

Witnesses:

_____

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

1. _____

2. _____

VOLUME 5: SPECIAL CONDITIONS OF CONTRACT

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

1. GENERAL SERVICE REQUIREMENTS

1.1. The WCED and any person authorised by it shall at all reasonable times have access to all Vehicles, workshops and offices of the Service Provider for the purpose of monitoring service quality and general inspection. The Service Provider must assist in providing the WCED with the necessary access to ensure that such inspection is possible even in instances where access is to be granted by a third party. The WCED and the Auditor-General of South Africa shall at all reasonable times have access to the financial statements and other relevant documentation of the Service Provider.

1.2. The Service Provider must exercise the highest degree of skill, care and diligence in the provision of the Services and operate the Services strictly in accordance with the Specifications, Special Conditions of Contract, Bid Documents and the SLA once executed, to the satisfaction of the WCED.

1.3. The Service Provider must comply with and strictly adhere to the Head Office, and/or the District Office and/or the Principal's (as the context indicates) instructions and directions regarding the operation of the Services.

1.4. The Service Provider shall not, by its acts or omissions, do anything that would damage the reputation and integrity of the WCED and/or the Western Cape Government whilst rendering the Services.

1.5. The Service Provider must ensure that all written and oral communication it has with Schools and members of the public regarding the delivery of the Services is helpful, timely and professional. The Service Provider shall acknowledge and record all written or emailed complaints or correspondence it receives regarding the delivery of the Services and may be requested to provide the Head Office, and/or the District Office and/or the Principal as the context indicates, with copies of such correspondence.

1.6. Should the Service Provider become aware of circumstances or problems which have prevented it, are preventing it or will prevent it from providing the Services, the Service Provider must, by the following School Day after becoming so aware, advise the Head Office and/or the District Office and/or the Principal (as the context indicates) in writing of such circumstances or problems and also indicate the manner in which the provision of the Services were, are or will be influenced thereby, if applicable.

1.7. The Service Provider may be required to submit any relevant information other than that which is covered in the Specifications, Special Conditions of Contract and Bid Documents that may reasonably be required from time to time by the WCED which may be relevant and the Service Provider must endeavour to provide such information as soon as is reasonably possible.

1.8. In addition to any statutory obligations, the Service Provider must, upon becoming aware of its occurrence, verbally report to the District Office and Principal any accident in which persons have been injured or killed. This must be followed by a written report containing full details of the occurrence by the following Business Day of the occurrence taking place.

1.9. The Services provided by the Service Provider must comply with all licensing and regulatory requirements and all Applicable Law must be adhered to at all times.

1.10. If it is the view of the Service Provider that a particular pick up or drop off point is unsafe or poses a risk to the safety of the Learners, the Service Provider must notify the District Office as soon as possible in writing and stating the facts of the matter so that the parties can discuss the matter and the way forward.

2. VEHICLES AND LICENCES

2.1 Operating License –

2.1.1 The Head Office will notify the PRE of the award of the bid to the Service Provider and the Routes applicable to the award.

2.1.2 Upon concluding the Contract with the Department by signing WCBD 7.1, the Service Provider shall immediately apply for the necessary Operating License for the Route; which Operating License must be obtained by the

Commencement Date and a copy thereof provided to the District Office and the Principal.

2.1.3 It shall be the Service Provider's responsibility to apply timeously to the PRE for the necessary Operating Licences, or amendments to existing Operating Licences, as the case may be, covering the Route and all approved Vehicles unless the Service Provider is already in possession of such Operating License for the Route and Vehicles.

2.1.4 If there is any delay in the granting of the Operating License, the Service Provider shall notify the Head Office in writing as soon as the Service Provider becomes aware of such delay and undertakes to ensure that it complies with all the requirements set out by the PRE for purposes of applying for and being granted the Operating License.

2.1.5 If for any reason the Service Provider has not obtained the Operating License or necessary amendments to an existing Operating Licence by the Commencement Date, and the WCED in its discretion after consultation with the Service Provider decides that it is unlikely that the Service Provider will obtain the Operating License in time to render the Services on the Commencement Date, the WCED may –

2.1.5.1 cancel the Contract after having given 7 (seven) Business Days' notice of its intention to do so, in which event the Parties shall be entitled to restitution with no claims against each other, unless the Service Provider was in bad faith or the failure to obtain Operating Licences timeously or at all, was due to the Service Provider's fault or negligence; or

2.1.5.2 postpone the Commencement Date on written notice to the Service Provider.

2.1.6 At the end of the Term, or if the Contract is terminated for whatsoever reason, the Service Provider is required to undertake and not oppose any applications for Operating Licences made by other service providers who may obtain contracts from the WCED to continue the Services in so far as they relate to the Routes.

2.1.7 The Service Provider must immediately or by the following Business Day of the occurrence of any of the following events notify the Head Office, District Office

and / or the Principal in writing of the details thereof –

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

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

2.2 Roadworthy Certificate –

2.2.1 It is the responsibility of the Service Provider to ensure that it obtains a Roadworthy Certificate for each Vehicle to be used for rendering the Services and as listed on Annexure "D" annexed to Volume 7 of the Bid Documents by bid closure and in accordance with the Applicable Law and to provide copies of such certificates with the Bid Response and on request by the Head Office and/or District Office and/or the Principal.

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

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

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

2.2.5 In the event that any Vehicle is not roadworthy, the Service Provider shall, at its own expense, arrange for the use of an alternative roadworthy and licensed Vehicle with a similar type and class to ensure that the Services are rendered without delay, on time and in accordance with the Time Schedule. Such replacements are subject to the approval of the relevant Principal on the temporary vehicle replacement form. These Vehicles shall not be used to permanently replace the Vehicles on Annexure "D" annexed to Volume 7 of the Bid Documents and are to be used for a maximum of 3 (three) months.

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

2.3 Vehicle License –

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

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

2.3.3 In the event that any Vehicle is unlicensed for whatever reasons, the Service Provider shall, at its own expense, arrange for the use of an alternative roadworthy and licensed Vehicle with a similar type and class to ensure that the Services are rendered without delay, on time and in accordance with the Time Schedule. Such replacements are subject to the approval of the relevant Principals on the temporary vehicle replacement form. These Vehicles shall not be used to permanently replace the Vehicles on Annexure "D" annexed to Volume 7 of the Bid Documents and are to be used for a maximum of 3 (three) months.

2.3.4 If the Service Provider refuses to withdraw a Vehicle that is not licensed from use until it is properly licensed, the WCED may arrange alternative transport for the Learners. The costs associated with this will be for the account of the Service Provider and may be set off against any monies owed to the Service Provider.

2.4 Driver's License –

2.4.1 The Service Provider must ensure that each driver it will be using to drive the Vehicles has a valid appropriate class of Driver's License and Professional Driving Permit to transport learners. Copies of Driver's Licenses and Professional Driving Permits of all drivers used by the Service Provider are to be provided to the Principal on the Commencement Date. If new, temporary or contract drivers are used during the Term, the Service Provider shall ensure that these drivers have valid appropriate class Driver's Licenses and Professional Driving Permits and shall provide copies thereof to the Principal by the following School Day of the new drivers rendering Services and/or on demand from the District Office and/or the Principal.

2.4.2 If the WCED becomes aware that a driver does not have a valid Driver's License and Professional Driving Permit, the WCED will be entitled to terminate the Contract with the Bidder summarily.

2.5 The WCED may request, in writing, any information and/or documentation from the Service Provider in respect of the Operating Licenses, the Roadworthy Certificates, Vehicle Licenses and Driver's Licenses and Professional Driving Permits. Such information must be provided to the WCED, in writing, within 2 (two) Business Days from the date of the request.

2.6 The use of Vehicles for rendering the Services –

2.6.1 The list of Vehicles indicated on Annexure "D" annexed to Volume 7 of the Bid Documents, lists the only Vehicles that are approved for use by the Service Provider to render the Services in terms of the Contract.

2.6.2 No Vehicle other than those Vehicles reflected on Annexure "D" annexed to Volume 7 of the Bid Documents may be used by the Service Provider to render the Services unless Annexure "D" is formally varied in accordance with the provisions of the SLA.

2.6.3 Should the Service Provider need to replace a Vehicle listed in Annexure "D" annexed to Volume 7 of the Bid Documents, it must be done by completing the temporary vehicle replacement form that must be submitted to the relevant Principal of the School on the Route for approval. Should the Service Provider need to replace a Vehicle permanently, it must be done by completing the permanent

vehicle replacement form and must be submitted to the Head Office (Sub-directorate: Learner Transport Schemes) for approval. Only once a permanent replacement has been agreed to in writing by the Head Office (Sub-directorate: Learner Transport Schemes) and updated on the WCED database, may the permanent use of a Vehicle not originally reflected on Annexure "D" annexed to Volume 7 of the Bid Documents be permitted.

2.7 The Service Provider must ensure that all Vehicles used to render the Services are at all times affixed with a legible sign indicating as follows –

THIS VEHICLE IS CONTRACTED TO
TRANSPORT LEARNERS OF THE
WESTERN CAPE EDUCATION DEPARTMENT:
REPORT BAD DRIVING TO TEL. 0800 45 46 47

2.8 Vehicles damaged in accidents must be repaired prior to being used to render the Services. Any costs associated with damage to Vehicles in accidents shall be for the account of the Service Provider.

2.9 The Service Provider may not use Vehicles with hard seats to transport Learners.

2.10 Vehicles are to be clean inside and outside when they leave the first point of departure at the beginning of the School Day.

2.11 Learners may only be transported in Vehicles manufactured and registered for the transportation of passengers. The Service Provider may thus not use a truck (or any other similar mode of transport) that has been enclosed and equipped with seats. An ordinary sedan car may also not be used to transport Learners.

3. THE ROUTE

3.1 No changes may be made to the Route without the prior written approval of the Head Office.

3.2 Except for Routes with a single distance of 12 (twelve) km or less, the Service Provider must transport the Learners together as one group. The Service Provider is only allowed to make a double trip with the same Vehicle if the single distance of the route

is 12 (twelve) km or less.

3.3 The Service Provider must, on the Commencement Date, provide the Principal with a schedule, detailing which drivers will be assigned to each Vehicle to be used on the Route. Each Vehicle and driver combination must be accompanied by the following –

3.3.1 A valid Vehicle License and Roadworthy Certificate;

3.3.2 A valid Driver's Licence and Professional Driving Permit for each driver; and

3.3.3 A valid Operating Licence for the Route to be operated.

4. TIME SCHEDULE AND TRIPS

4.1 The Service Provider must contact the Principal before the Commencement Date with a view of obtaining the Time Schedule for the Route. The Time Schedule must make provision for, amongst others, the times by which Learners –

4.1.1 are to be picked up at the various pick-up points in the mornings;

4.1.2 are to be dropped off at the School in the mornings;

4.1.3 are to be picked up at the School in the afternoons; and

4.1.4 are to be dropped off at the various drop-off points in the afternoons.

4.2 Complete details of the Time Schedule must be reduced to writing by the Principal and may be amended in writing by the Principal.

4.3 The Time Schedule may only be amended in writing by the Principal in consultation with the Service Provider.

4.4 Unless agreed to in writing, cancellation of scheduled trips is not permitted unless –

4.4.1 the Service Provider is instructed of the cancellation of scheduled trips by the Head Office in writing on the basis of insufficient programme funds as budgeted for in the provincial budget;

4.4.2 notification of Service suspensions or reduction in terms of clause 4.4.1 above must be made at least 30 (thirty) Calendar Days before the suspension or Service reduction is to come into effect;

4.4.3 the cancellation is due to unforeseen road closures, obstructions, floods or adverse weather conditions;

4.4.4 in the opinion of the District Office the cancellation is as a result of immediate danger to life or of personal injury and/or serious damage to property; or

4.4.5 the cancellation is in the opinion of the District Office due to strike or stay-away action of a general nature that is not confined to the Service Provider's organisation.

4.5 Where the Principal requires the Service Provider to provide Services in circumstances where the Service Provider is of the opinion that there is immediate danger to life or of personal injury or of serious damage to property, the Service Provider may refuse to comply, in which case the matter shall be referred to the District Office for a decision by the following Business Day of the referral.

4.5.1 If the District Office decides that there was in fact such danger to life or of personal injury or of serious damage to property, the Service Provider shall not be penalised in accordance with clause 12 of the Conditions of Contract contained in Volume 3 of the Bid Documents for not providing the Services, but no payment will be made to the Service Provider where Services were not rendered.

4.5.2 If the District Office decides that there was in fact no such danger, the Service Provider shall be penalised in accordance with clause 12 of the Conditions of Contract contained in Volume 3 of the Bid Documents for not providing the Services.

Should the Service Provider be dissatisfied with the District Office's decision, the Service Provider may declare a dispute to be resolved through mediation and/or arbitration as provided for in the SLA.

4.6 Where the Service Provider is of the opinion that scheduled trips should be cancelled

due to boycott action, either against the Service Provider's firm or generally, the Service Provider must refer the matter to the Head Office for a decision.

4.6.1 If the Head Office decides that the cancellation is justified, no payment will be made to the Service Provider where Services were not rendered.

4.6.2 If the Head Office decides that the cancellation was not justified, the Bidder shall be penalised in accordance with clause 12 of the Conditions of Contract contained in Volume 3 of the Bid Documents for not providing the Services but no payment will be made to the Service Provider where Services were not rendered.

Should the Service Provider be dissatisfied with the Head Office's decision, the Service Provider may declare a dispute to be resolved through mediation and/or arbitration.

4.7 Where a trip has not taken place due to factors not within the control of the Service Provider, and the Principal of the affected School where delivery has not taken place agrees that the non-delivery was reasonable and justified, he/she may provide the Head Office with an official confirmation to this effect. Payment will however not be made for Services not rendered irrespective of the reason for it not being rendered.

5. ADULT SUPERVISORS

5.1 The Service Provider is required to employ Adult Supervisors to be on board all Vehicles at all times where primary or pre-primary Learners are being transported. One Adult Supervisor must be placed on each Vehicle transporting primary or pre-primary Learners.

5.2 A Service Provider may request the Principal and/or School Governing Body of a School on a particular Route to identify potential candidates as Adult Supervisors.

5.3 The Adult Supervisor must ensure that Learners –

5.3.1 remain seated while the Vehicle is in transit;

5.3.2 do not hang out of windows;

5.3.3 do not fight with each other;

5.3.4 do not vandalise the Vehicle;

5.3.5 safely embark and disembark the Vehicle;

5.3.6 are provided the necessary assistance where required;

5.3.7 have access to emergency exits during emergencies;

5.3.8 do not disturb the driver of the Vehicle;

5.3.9 are not bullied on Vehicles by observing the behaviour of Learners and prohibiting any bullying; and

5.3.10 do not smoke, consume alcohol or drugs on the Vehicle.

6. DRIVERS AND ADULT SUPERVISORS: CODE OF CONDUCT

6.1 The Service Provider must prepare a Code of Conduct for its drivers and Adult Supervisors that sets out the manner in which they are to act in respect of Learners and in rendering the Services. A copy of a Code of Conduct is to be provided to the Principal on the Commencement Date in the form of Annexure "J" contained in Volume 7 of the Bid Documents and should include all the provisions contained in the pro forma Code of Conduct as well as any other provisions that the Service Provider wishes to include. The Principal shall evaluate the Code of Conduct and if it is found lacking it will liaise with the Service Provider to request amendments to it.

6.2 Amongst others, the Code of Conduct is to deal with acceptable and unacceptable conduct by a driver and Adult Supervisor and list the sanctions, actions and/or remedial action to be taken against drivers and Adult Supervisors if they should violate the Code of Conduct.

6.3 It is the responsibility of the Service Provider to ensure that drivers and Adult supervisors adhere to the Code of Conduct and that the Code of Conduct makes provision for appropriate action to be taken against drivers and Adult Supervisors who fail to comply with the provisions thereof.

6.4 Drivers and Adult Supervisors are to treat Learners with respect and courtesy at all times and are responsible for the safe transportation of Learners to and from their Schools.

6.5 Learners shall not be subjected to verbal abuse or any form of assault, attempted assault, threats of assault or any other criminal act by drivers or Adult Supervisors.

6.6 If drivers or Adult supervisors become aware of problematic or disrespectful Learners, this must be brought to the attention of the Principal in writing so that it can be dealt with by the Principal in accordance with SASA. Discipline of Learners is not the responsibility of the Service Provider or his or her drivers or Adult Supervisors and the Service Provider and his or her drivers and Adult Supervisors may not attempt to discipline Learners unless the conduct of the Learner on a Vehicle has the potential, so judged by a reasonable person, to cause an accident and/or affect the safety of the other Learners on the Vehicle and/or the driver and/or Adult Supervisor of the Vehicle. Drivers and Adult Supervisors may verbally reprimand Learners where appropriate.

6.7 Drivers and Adult Supervisors shall not smoke whilst Learners are being transported nor may a driver or Adult supervisor offer cigarettes to any Learners.

6.8 No driver or Adult Supervisor may consume alcohol or drugs (excluding prescribed medication unless it has the effect of impairing a driver's ability to safely drive a Vehicle) prior to driving a Vehicle or while driving a Vehicle.

6.9 No driver may be allowed by the Service Provider to transport Learners in the rendering of the Services if the driver is on medication that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners.

6.10 No driver may be allowed by the Service Provider to transport Learners in the rendering of the Services if the driver suffers from an illness that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners.

6.11 The Service Provider, drivers and Adult Supervisors shall not levy any charge to Learners, their parents or caregivers for the rendering of the Services.

6.12 No driver or Adult Supervisor in the course of his/her duties may endanger the lives of himself/herself or Learners or others by disregarding road and safety rules or

regulations.

6.13 No driver or Adult Supervisor may unfairly discriminate in the execution of the Contract, against Learners or any other persons on the basis of race, gender, disability, sexual orientation, pregnancy, marital status ethnic and social origin, colour, religion, culture, HIV status or other grounds prohibited by the Constitution of the Republic of South Africa, 1996.

6.14 The Service Provider shall be expected to –

6.14.1 keep the Principal advised of the names of all drivers and Adult Supervisors;

6.14.2 provide copies of Driver's Licences and Professional Driving Permits of all drivers to the Head Office and/or District Office and/or Principal as the case may be;

6.14.3 ensure that drivers are medically fit to drive a Vehicle in a safe and proper manner;

6.14.4 ensure that drivers and Adult Supervisors do not have any conviction relating to child abuse in terms of the Children's Act 38 of 2005, or alcohol or drug abuse convictions, or any other convictions involving any form of violence;

6.14.5 ensure that drivers and Adult Supervisors do not carry any animal in the Vehicle except in the case of any guide dog for a blind passenger; and

6.14.6 ensure that drivers and Adult Supervisors are aware of, observe and adhere to any relevant terms and conditions of the Contract when they are engaged in providing the Services.

6.15 The WCED may, at any time, by notice to the Service Provider require the Service Provider to remove any driver or Adult Supervisor from performing any part of the Service, if –

6.15.1 the WCED reasonably believes that the continued performance by the driver or Adult Supervisor constitutes a risk to the safety or well-being of the Learners or employees of the Service Provider or any other person; and

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

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

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

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

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

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

7. LEARNERS

7.1 Only Authorised Learners as indicated on the Register of Authorised Learners may be transported by the Service Provider on the Routes. The number of Learners indicated on the Register of Authorised Learners may not exceed the contracted number of Learners.

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

7.3 Every Learner, irrespective of age, shall have a seat and no Learner may be standing in a Vehicle whilst in motion. The number of Learners, plus the driver and Adult Supervisor transported in a Vehicle, may not exceed the licenced seating capacity indicated on the licence and roadworthy disc of the Vehicle. The provisions of Regulation 231 of the National Road Traffic Regulations, 2000 of the RTA, which determines that in the case of Learners younger than 13 (thirteen) years, 3 (three) passengers shall be taken as requiring 2 (two) seats, will not apply when transporting Learners for the WCED in terms of the Contract.

7.4 The Service Provider shall have no cause to refuse to pick up and transport an

Authorised Learner on a trip or part thereof unless the Learner makes himself or herself guilty of violent, abusive or otherwise offensive conduct. Such cases must be reported to the Principal by the following Business Day.

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

8. ROAD SAFETY

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

8.2 Safety is of paramount importance in the transportation of Learners to and from School each day. The Service Provider must ensure that safe and reliable Services are provided. This means that the Service Provider must deliver a reliable Service with drivers, Adult Supervisors and Vehicles that comply with all licensing and regulatory requirements and are maintained, to ensure Learners arrive at School on time and are available for teaching.

8.3 The Service Provider shall not allow the number of Learners traveling in the Vehicle at any one time to exceed the legal capacity of the particular Vehicle.

8.4 No Vehicle may be driven until each Learner is seated.

8.5 All doors must be kept closed while the Vehicle is in motion.

8.6 No re-fuelling shall take place while a Vehicle is occupied by Learners.

8.7 The driver must not leave the Vehicle unattended while Learners are in the Vehicle except when a driver leaves the Vehicle to assist Learners in entering and exiting the Vehicle.

8.8 Only the driver may occupy the driver's seat.

8.9 The Service Provider shall ensure that Learners exit the Vehicles on the left-hand side only. In the event of a Vehicle having exit doors on both the left and right-hand side, the Service Provider shall keep the right-hand door locked at all times to prevent Learners from exiting the bus on the right-hand side.

8.10 The Service Provider must ensure that a daily pre-trip inspection of all Vehicles is conducted to ensure the safe operation and transportation of Learners.

8.11 Drivers must do a pre-trip inspection of each Vehicle to ensure that all equipment and components of the Vehicle are present, in proper working order and in good condition. This would entail, checking the following –

8.11.1 tyres and tyre pressure;

8.11.2 lights;

8.11.3 headlights (upper and lower beams);

8.11.4 indicators signal (front and rear);

8.11.5 break or stop lights;

8.11.6 emergency indicators;

8.11.7 that the brakes work;

8.11.8 mirrors are clean and not obstructed;

8.11.9 exhaust;

8.11.10 that there are no fluid leaks;

8.11.11 doors open, close and lock properly;

8.11.12 windshield wipers;

8.11.13 hooter;

8.11.14 interior of the Vehicle;

8.11.15 front and rear licence plates are properly affixed;

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

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

9. VARIATIONS

9.1 The Services may only be varied in writing with the consent of the Head Office.

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

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

9.4 Where the Service Provider is obliged to vary the Services in the case of an emergency and such variation results in an increase or decrease of the Route distance, the Service Provider may be reimbursed based on the changed circumstances, provided that a report is submitted by the next Business Day in the case of an increase. The merit of each case will be investigated before approval is sought from the delegated official.

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

10. PAYMENT

10.1 The Bidder shall bid a tariff per Learner per kilometre in Annexure "F" contained in Volume 7 of the Bid Documents. Although bids will be evaluated based on the actual

Learner number indicated in this Bid, the WCED may increase or decrease the number of Learners from time to time in line with the requirements of the Schools included on the Route.

10.2 The Bidders shall indicate a price for the entire contract period in Annexure "F" contained in Volume 7 of the Bid Documents and shall make provision for increases in operating expenditure between years. Bidders should take note that the tariffs indicated in Annexure "F" shall remain firm for the duration of the contract period.

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

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

Payment amount = (equals)
Tariff indicated X (multiplied by) number of Authorised Learners X (multiplied by) Return Distance of Route X (multiplied by) number of School days in a Claim Month – (less) penalties

10.5 The actual Route distances as agreed between the Service Provider and the WCED shall be used to calculate Revenue Kilometres for each trip, provided always that the onus is on the Service Provider to prove that trips have been operated. The Service Provider will not be paid for Positioning Kilometres.

10.6 Payment will be made by way of EFT.

10.7 Any Overpayments made in respect of this Contract shall be set off against any subsequent payments payable to the Service Provider, whether resulting from this or any other Contract with the WCED. However, the Service Provider shall in the first instance be responsible for immediately refunding any Overpayments.

11. PENALTIES

11.1 The Services shall be monitored and penalties will be imposed as set out in this clause for all offences listed.

11.2 The WCED will advise the Service Provider on a monthly basis of penalties so imposed.

11.3 Revenue Kilometres shall in all cases only be paid for trips which have been operated.

11.4 No Vehicle shall leave the first point of departure before the time listed in the Time Schedule or more than 15 (fifteen) minutes thereafter, failing which penalties will be imposed as set out below.

11.5 The Service Provider will be expected to adhere strictly to the requirements of the Specifications. Penalties will be imposed as follows –

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

	iii. Vehicle arrives at School 30 (thirty) minutes or more after School starting time;	R500.00 (five hundred Rand)
	iv. Vehicle has not arrived at School within 30 (thirty) minutes of the School closing time.	R500.00 (five hundred Rand)
11.6.3	Vehicle breakdowns: i. Failure to provide a replacement Vehicle to transport Learners to School in the morning; ii. Failure to provide a replacement Vehicle in the afternoon within 2 (two) hours of breakdown. Should the Service Provider fail to provide a replacement Vehicle such conduct will constitute a serious breach. The WCED will not compensate the Service Provider and reserves the right to institute breach procedures if no alternative arrangements are made to transport the Learners to and from School.	No remuneration for trip No remuneration for trip
11.6.4	Failure to pick-up or drop-off Authorised Learners at authorised points.	R250.00 (two hundred and fifty Rand)
11.6.5	Vehicles in unsatisfactory condition: i. Unauthorised Vehicle used; ii. Use of a Vehicle without a valid Vehicle Licence or Roadworthy Certificate; iii. Use of a Vehicle with obvious defects (i.e. defective door, missing window, loose or broken seat). Where it is discovered that a Vehicle is used to render	R750.00 (seven hundred and fifty Rand) R750.00 (seven hundred and fifty Rand) R250.00 (two hundred and fifty Rand)

	the Services that does not have a Vehicle Licence or Roadworthy Certificate, the Service Provider must make arrangements for a licensed and roadworthy replacement Vehicle within 2 (two) hours, failing which the WCED may arrange for alternative transport and the Service Provider shall be held liable for the costs.	
11.6.6	Deviating from the Route: Deviation from the Route unless the Service Provider can show that the deviation was a response to an unexpected situation such as weather or road incident. The Service Provider will only be compensated for approved Revenue Kilometres. Anticipated Route deviations due to bad weather and road conditions are excluded if the Service Provider informs the WCED within 24 (twenty four) hours of such Route deviation. The WCED will determine the validity and the distance of any deviations.	R300.00 (three hundred Rand)
11.6.7	Display of vehicle identification: Failure to display Vehicle identification that Learners are being transported in terms of paragraph 2.7 of the Special Conditions of Contract.	R300.00 (three hundred Rand)
11.6.9	Failing to provide the WCED with any information or documentation applicable to the Contract.	R500.00 (five hundred Rand)
11.6.10	Failing to present approved Vehicles for inspection or testing as required by the WCED.	R750.00 (seven hundred and fifty Rand)
11.6.11	Drivers and Adult Supervisors failing to comply with the conditions contained in the Code of Conduct.	R500.00 (five hundred Rand)
11.6.12	Failing to submit a Claim Form and invoice within five (5) Business Days after the last day of a Claim Month.	R250.00 (two hundred and fifty Rand)

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

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

ANNEXURE G1

WCBD4

PROVINCIAL GOVERNMENT WESTERN CAPE
DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Manage Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. 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.

3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.

5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

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

"business interest" means -

(a) a right or entitlement to share in profits, revenue or assets of an entity;

(b) a real or personal right in property;

(c) a right to remuneration or any other private gain or benefit, or

(d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

"Controlling interest" means, 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;

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

(a) accepts or agrees or offers to accept an!' gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

(b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

(aa) illegal. dishonest. unauthorised. incomplete. or biased: or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

(a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

(b) a public entity, means a person employed by the public entity;

"**entity**" means any -

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

(b) sole proprietorship;

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

"Family member" means a person's -

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"**intermediary**" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"**Institution**" means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"**Provincial Government Western Cape (PGWC)**" means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.

10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	*MAAA*
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.		

TABLE A

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

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? ***(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes complete Table B and attach their approved "RWOEE")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

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

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

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

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

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

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

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of state in the last twelve months? **(If yes complete Table C)**	NO	YES

C2. TABLE C

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

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

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)*	NO	YES

C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?		NO	YES
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, ... hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I have read understand the content of the document;

iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, 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;

v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and

vi. that there have been no consultations, communications, agreements or arrangements made 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 that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

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

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

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

1.1 Do you know and understand the contents of the declaration? ANSWER: .....

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

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

1.4 Do you want to make an affirmation? ANSWER: .....

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

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date:..... Place .....

Business Address: .....

.....

ANNEXURE "H"
WCBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

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1. DEFINITIONS

1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;
1.7 "**Code of Good Practice"** means the generic codes or the sector codes as the case may

be; 1.8 **"consortium or joint venture"** means an association of persons for the purpose of

combining their

expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.13 **"non-firm prices"** means all prices other than "firm" prices;

1.14 **"person"** includes a juristic person;

1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;

1.1 *1.16* ***"proof of B-BBEE status level contributor"*** *means-*

(a) The B-BBEE status level certificate issued by an authorized body or person;

(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

(c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.19 "**sub-contract**" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 "**tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 "**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;

1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 "**the Regulations**" means the Preferential Procurement Regulations, 2022;

1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section

9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013;*

1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

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

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

2.2 Preference point system for this bid:

(a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued

by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

a. 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 organ of state.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

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

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

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

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

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

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

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

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT 5.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis: **80/20** **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

7	2	4
8	1	2
Non-compliant contributor	0	0

6.2 An ***EME*** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A ***QSE that is less than 51 per cent (50% or less) black owned*** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A ***QSE that is at least 51 per cent black owned (51% or higher)*** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

6.5 A ***large enterprise*** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES/NO** *(delete which is not applicable)*

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** *(delete which is not applicable)*

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be subcontracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: .....
10.2 VAT registration number: .....
10.3 Company Registration number: .....
10.4 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

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;

(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or

(iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.

(f) The purchaser may, in addition to any other remedy it may have –

(i) disqualify the person from the bidding process;

(ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and

(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S): .....

DATE: .....

ADDRESS: .....

.....

WITNESSES:

1. .....
2. .....

ANNEXURE "I"

LEASE AGREEMENT

NB.

(i) All required information in this document must be filled in to avoid any unnecessary delays in the processing of the bid

(ii) A separate agreement must be completed in respect of each individual owner.

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

   From (pick-up points):
   .....

   To (drop-off points):
   .....

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

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

.....

2.2 ID number:

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

.....

Position: .....

2.4 Postal address: .....

.....

2.5 Business address: .....

.....

2.6 Residential address: .....

.....

2.7 Home telephone number(s): .....

2.8 Fax number(s): .....

2.9 Cellphone number(s): .....

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

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

.....

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

.....

Position: .....

3.3 ID number:

3.4 Postal address:

.....

.....

3.5 Business address:

.....

.....

3.6 Home address:

.....

.....

3.7 Telephone number(s): .....

3.8 Fax number(s): .....

3.9 Cell phone number(s):

4. GENERAL CONDITIONS

The lessor and lessee hereby agree to the following:

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

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

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

4.2 This agreement will cease to exist should the WCED decide to terminate the contract with the lessee.

4.3 The lessee will ensure that the bus(es) is/are kept in a roadworthy condition for the duration of the contract and that the necessary insurance coverage is obtained.

4.4 The lessor will ensure that the bus(es) listed in this agreement is/are properly licensed and roadworthy in terms of the *National Road Traffic Act 93 of 1996* and any amendments thereto, prior to the submission of the bid by the lessee and furnish the lessee with valid copies of such documents.

4.5 The lessor will renew the licence(s) on expiry and take the bus(es) for roadworthy test(s) as required by the *National Road Traffic Act 93 of 1996* and any amendments thereto.

4.6 Remuneration for the lease of the bus(es) will be arranged mutually between the lessee and the lessor and the WCED will not be involved as a third party in that agreement or in any dispute which may arise from that agreement.

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

SIGNATURE OF LESSOR: .....

WITNESSES: 1 .....

2 .....

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

SIGNATURE OF LESSEE: .....

WITNESSES: 1 .....

2 .....

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

Annexure "J"

PRO FORMA CODE OF CONDUCT FOR DRIVERS AND ADULT SUPERVISORS

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

1. **Purpose**

1.1 The purpose of this pro forma Code of Conduct is to provide guiding principles to Service Provider on how their Drivers and Adult supervisors should act towards Learners in the rendering of Services.

1.2 The Code of Conduct must deal with acceptable and unacceptable conduct by Drivers and Adult supervisors and list the sanctions, actions and/or remedial action to be taken by the Contractor against Drivers and Adult supervisors if they should violate the Code of Conduct.

2. **Definitions**

2.1 **"Adult Supervisor"** means a competent and responsible person of 18 (eighteen) years or older who remains on a Vehicle during the conveyance of pre-primary and primary school Learners and who is able to adequately take responsibility of Learners and ensure the safety of such Learners;

2.2 **"Applicable Law"** means South African law and any of the following, from time to time, to the extent that it applies to a Party, or the Services –

2.2.1 Any South African statute, regulation, policy, by-law, directive, notice or subordinate legislation;

2.2.2 the common law;

2.2.3 any binding court order, judgment or decree;

2.2.4 any applicable South African industry code, policy or standard enforceable by-law; or

2.2.5 any applicable direction, policy or order that is given by a South African regulator having the force of law;

2.3 **"Driver"** means a qualified person employed by the Service Provider to operate a vehicle used for the transportation of Learners;

2.4 **"Driver's License"** means a license issued to an individual to legally drive a vehicle as more fully set out in the National Road Traffic Act;

2.5 **"Learner"** means those Learners authorised by the WCED to make use of the Services on the Routes and are listed on the Register of Authorised Learners;

2.6 **"NRTA"** means the National Road Traffic Act 93 of 1996;

2.7 **"Principal"** means an educator appointed or acting as the head of a School to which the Contractor provides services;

2.8 **"Professional Driving Permit"** means a permit issued to certain classes of drivers as more fully set out in the NRTA and its regulations;

2.9 **"Route"** means the Learner transport route stretching from the first pick-up point to the last drop off point on such Route and as more fully set out in the Bid Documents and in the Preamble to this Agreement;

2.10 **"Register of Authorised Learners"** means the register kept by a school Principal in which the details of Authorised Learners qualifying for and using the Learner Transport Scheme are indicated;

2.11 **"Services"** means the transportation of Learners along a Route by specified Vehicles at specified times and frequencies and stopping at specified locations in accordance with the Specifications, Special Conditions of Contract, SLA and the Service Level Schedule;

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

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

3. **Responsibilities of the Drivers**

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

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

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

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

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

4. **Responsibilities of Adult supervisors**

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

4.1.1 Ensure that Learners remain seated while the vehicle is in transit;

4.1.2 Ensure that Learners do not hang out of windows;

4.1.3 Ensure that Learners do not fight with each other;

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

4.1.5 Ensure that Learners safely embark and disembark the vehicle;

4.1.6 Provide assistance to Learners where required;

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

4.1.8 Ensure that Learners do not disturb the Driver;

4.1.9 Prevent the bullying of Learners on vehicles;

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

5. **Prohibited practices**

5.1 Drivers and Adult supervisor shall not:

5.1.1 Abuse a Learner in any manner;

5.1.2 Assault or threaten to assault any Learner;

5.1.3 Act in a manner towards a Learner that could amount to the commission of a crime;

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

5.1.5 Smoke while transporting Learners or when Learners are in the vehicle;

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

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

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

5.1.9 Endanger the lives of himself/herself and of the Learners by disregarding the road safety rules and regulations or any other act of negligence;

5.1.10 Discriminate against Learners or any other persons on the basis of race, gender, disability, sexual orientation, pregnancy, marital status ethnic and social origin, colour, religion, culture, HIV status or other grounds prohibited by the Constitution of the Republic of South Africa, 1996;

5.1.11 Make inappropriate advances of any nature (including sexual advances) towards Learners.

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

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

6. **Reporting of incidents**

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

7. **Dress code**

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

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

8. **Responsibilities of the Service Provider**

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

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

9. **Corrective action by the WCED**

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

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

Specification Sheet

WCE 024: Transport of 177 learners over a return distance of 56,1 km from Drakenstein Prison Residential Area, Hartebeeskraal (Beesplaas), La Servant / Safariland, De Hoop, Kliprug Turn-off, Twee Spruit / Loewenstein Turn-off, E. De Waal, Munga Wanga, Die Vlei, Ronwe Primary School and Dennegeur Kafee to Klein Nederburg Secondary School, Paulus Joubert Secondary School, Charleston Hill Primary School, Charleston Hill Secondary School, New Orleans Secondary School and Noorder Paarl Secondary School.

route_no	point_name	Latitude	Longitude
WCE024	Drakenstein Prison Residential Area	-33.83098516	18.99755841
WCE024	Hartebeeskraal (Beesplaas)	-33.835781	19.01040191
WCE024	La Servant/Safariland	-33.81544201	18.99875082
WCE024	De Hoop	-33.79686565	18.99127943
WCE024	Kliprug Turn-off	-33.78952407	18.98979451
WCE024	Twee Spruit/ Loewenstein Turn-off	-33.78649831	18.98985843
WCE024	E. De Waal	-33.78546915	18.98983359
WCE024	Munga Wanga	-33.77660497	18.98516313
WCE024	Die Vlei	-33.76411557	18.98579838
WCE024	Ronwe Primary School	-33.76136749	19.00070771
WCE024	Dennegeur (Dennegeur Kafee)	-33.75137204	19.00167684
WCE024	Klein Nederburg Secondary School	-33.7358816	18.99263372
WCE024	Paulus Joubert Secondary School	-33.73218156	19.00550942
WCE024	Charleston Hill Primary School	-33.72122697	18.983265
WCE024	Charleston Hill Secondary School	-33.7233683	18.99328226
WCE024	New Orleans Secondary School	-33.71731019	18.99125877
WCE024	Noorder Paarl Secondary School	-33.71913342	18.96920456