CHECKLIST

NB: TO BE COMPLETED BY BIDDER

1. RESPONSIVE / NON-RESPONSIVE DOCUMENTS REQUIRED	**FULLY COMPLETED / ATTACHED**
1.1 SBDs (1, 3.1, 4, 6.1)	
1.2 Pricing schedule	
1.3 Proof of ownership of vehicle to be used	
1.4 Valid vehicle licence and roadworthy certificate	
1.5 Certified copies of valid driver licences with Professional Drivers Permits	
2. ANY OTHER DOCUMENTS	
2.1 Tax compliance status pin / CSD report	
2.2 IDs of Directors/owners	
2.3 CSD registration report	
2.4 Company's registration, CK for companies	
2.5 Proof of physical operations of business on bidder's name {not older than three months}, valid lease agreement or any other verifiable proof such as bank statement, Tel/cell phone state, SARS registration, SARS Tax Compliance, SABC Licence. Certified copy of tribal authority or Ward councilor signed by relevant authority.	

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

_____

Name of Bidder

_____

Signature of Bidder

_____

Date

****

IMPORTANT NOTICE

NOTE 1



PLEASE NOTE THAT THIS BID CLOSES AT THE OFFICE OF NORTHERN CAPE DEPARTMENT OF EDUCATION, CORNER OF ST PAULS AND BARKLY ROAD, KIMBERLEY

TAKE NOTE - BIDDERS WHO WISH TO MAKE USE OF SPEED SERVICES MUST MARK DELIVERY "TO COUNTER" AND NOT "TO PRIVATE BAG/BOX" ON THE STICKER. BIDDERS MUST ALSO CONTACT THE OFFICE, STATING THEIR TRACKING NUMBER OF THE BID DOCUMENT.

(See cover page for street address)

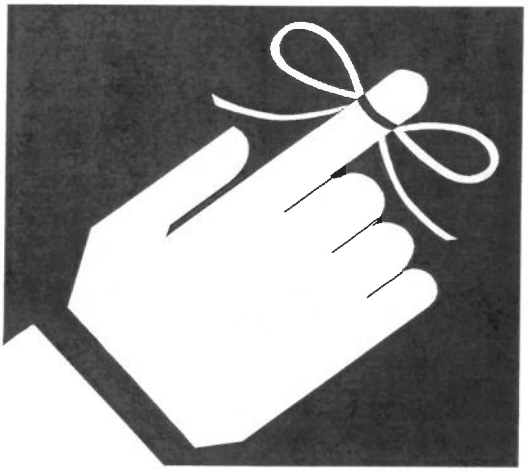
BID DOCUMENTS DEPOSITED ANYWHERE ELSE WILL BE REGARED AND TREATED AS LATE BID

****

****

IMPORTANT NOTICE

NOTE 2



PLEASE NOTE THE FOLLOWING: WITH REFERENCE TO THE ATTACHED SBD 4:

SHOULD YOU BE INVOLVED IN A JOINT VENTURE, BOTH PARTIES MUST FULLY DECLARE INTEREST. PLEASE ENSURE THAT YOU ARE AWARE OF ALL INTERESTED PERSONS WHO SHOULD DECLARE INTEREST.

THIS REQUEST IS MADE FOR THE SAKE OF TRANSPARENCY AND THE TIMEOUS CONCLUSION OF BIDS

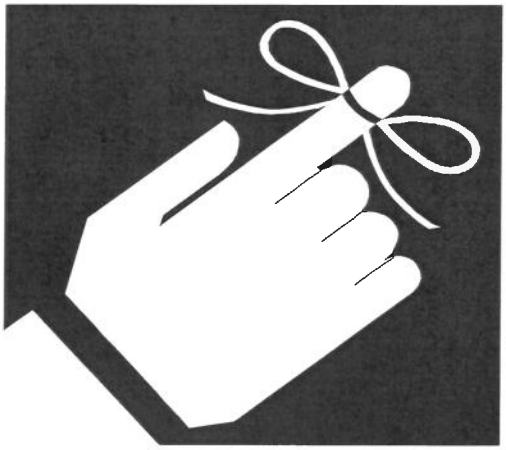
BIDDERS ARE FURTHER REQUIRED TO ATTACH THEIR COMPANY'S CIPC CERTIFICATE AS WELL AS CERTIFIED COPIES OF THEIR DIRECTORS IDENTITY DOCUMENTS

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IMPORTANT NOTICE

NOTE 3



A NON-COMPULSORY BRIEFING SESSION WILL BE HELD AT:

VENUE:	**JJ ADAMS PRIMARY SCHOOL HALL ASKAM**
DATE:	MONDAY, **07 DECEMBER 2026**
TIME:	09H00
	&
VENUE:	**ZFM DISTRICT OFFICE BOARDROOM UPINGTON**
DATE:	TUESDAY, **'08 DECEMBER 2026**
TIME:	09H00

CONTACT PERSON: MS POPPIE CHOCHE

PHONE NO: 053 839 6571

****

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by: .....
- At: .....
  .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
  *Delivery: Firm/not firm
- Delivery basis .....

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

1.3 Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

1.4.1 SPECIFIC GOALS BREAKDOWN:

The specific goals allocated points in terms of this tender	Total number of points is 10
Youth (2) Acceptable proof is CSD or enterprise registration documents.	80 to 100% of the enterprise owned by people who are youth. (**2**). 51 to 79% of the enterprise owned by people who are youth. (**1**) Less than 51% owned by people who are youth (**0**)

Person living with disability (2) Acceptable proof is from medical practitioner stating nature of disability (compulsory), CSD or enterprise registration documents.	80 to 100% of enterprise owned by people with disabilities (**2**) 51 to 79% of the enterprise owned by people with disabilities (**1**) Less than 51% owned by people with disabilities (**0**)
Enterprises owned by women (2) Acceptable proof is CSD or enterprise registration documents identifying directors' ownership details.	80 to 100% of enterprise owned by women (**2**) 51 to 79% of enterprise owned by women (**1**) Less than 51% women owned (**0**)
The promotion of enterprises located in the Northern Cape Province. (4) Acceptable proof of address is bank statement or bank confirmation on bidder's name. SARS Tax registration certificate or SARS tax compliance document on bidder's name. Municipality utility bill or electricity statement on bidder's name. Cell/Telephone statement on bidder's name. Bidder's active lease or rental agreement within the Northern Cape Province entered before the publication date of the bid.	Bidder's place of operation in the Northern Cape before the first date of publication of the tender (4). Bidder's place of operation not in the Northern Cape Province or lease or rental agreement not complying with requirement regarding the publication date. **(0).**

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

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

2. DEFINITIONS

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

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

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE OF TENDERER-REPRESENTATIVE

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 any thing 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

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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 fulfillment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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.

LEARNER TRANSPORT: SPECIAL CONDITIONS OF THE BID-

1. DEFINITIONS

Bid – means a written and duly signed offer by a bidder contained in this document, including all annexures and required documents, in response to a bid invitation for the learner transport contract, which bid invitation has been dealt with in accordance with the requirements and procedures contained in this document;

Bid invitation – means a tender for learner transport published by the Department in accordance with the statutory requirements;

Bidder – means any natural or legal person submitting a bid. Upon acceptance of the bidder's bid by the Department, all references to "bidder" will include "contractor" and vice versa;

Bus or large bus – means a bus defined in the Act, designed or modified to carry more than 35 persons, including the driver, and up to 65 passengers;

Circuit Manager – means the head of the circuit in which the school(s) is/are situated;

Closing date of bid – means the date specified in the bid invitation and/or in the bid documents by which a bid must be delivered to the Department to qualify for consideration. This date will be at least 21 days after the date of advertising appearing on the face of this document;

Closing time of bid– means the hour on the closing date specified in the bid invitation and/or in the bid documents by which a bid must be delivered to the Department to qualify for consideration. Bids received after this time will not be considered;

Commencement date – means the date upon which the contractor first transports learners on the route;

Contract – means this agreement, which has been entered into in writing between the contractor and the Department, and includes the published bid invitation, which is incorporated by reference herein, the letter of acceptance, and the service level agreement;

Contractor – means any natural or juristic person whose bid has been accepted by the Department for providing the learner transport services concerned in terms of the provisions of the contract;

Contract period – means the period indicated in the bid invitation and confirmed in this contract;

Department – means the Northern Cape Department of Education;

District Director – means the regional head of an area in which the school(s) is/are situated;

Distance – means the return distance between the first stop on the route and the last school on the route, and from the school to the pick-up point;

Emergency – means unforeseen circumstances, road closures, obstructions, floods, or adverse weather conditions;

General Conditions of Contract (GCC) – means the General Conditions of Contract, which are applicable to all bids for government contracts, as determined by applicable legislation, and which conditions are incorporated into this contract by reference. A copy thereof is attached to this bid

document, and the bidder acknowledges that they are fully conversant with the provisions thereof. Whenever there is a conflict between the GCC and the conditions contained in this contract and the special conditions, the latter will prevail;

Head of Department – means the Accounting Officer of the Department;

Learners – means those pupils or scholars that have been approved to be transported from a defined pick-up point to a designated school and back to the defined pick-up point;

Midibus – means a motor vehicle designed or modified solely or principally for conveying more than 16 but not more than 35 seated persons, including the driver, and for purposes of the National Road Traffic Act is a sub-category of bus;

Minibus – means a motor vehicle designed or modified solely or principally for conveying more than 9 but not more than 16 seated persons, including the driver;

NLTA – means the National Land Transport Act 5 of 2009;

Operator – means the company directors, or sole proprietors;

Principal – means the educator duly appointed person whose school learners qualify for being transported in terms of the Learner Transport Services to which this bid relates;

Province – means the Province of the Northern Cape as established in terms of Section 103 of the Constitution;

School start – means the time the school day begins each morning;

School end – means the time the school day ends each afternoon;

SLA – means the Service Level Agreement drawn in terms of the conditions of this bid document;

Special Conditions of Contract (SCC) – means all the terms and conditions relevant to this bid as contained in this contract and any service level agreement entered between the Department and the contractor;

Time schedule – means the schedule compiled in writing by a principal and handed to a contractor in respect of a route, reflecting the times for the pick-up and drop-off of all learners authorized for learner transport services;

Validity period – means the period for which a bid is to remain valid and binding for consideration and acceptance as indicated in the bid document. The period is calculated from the bid closing time, and the bid shall remain in force and binding until the final day of the period;

2. PURPOSE

2.1. The Northern Cape Department of Education (the Department) hereby calls for interested transport service providers to bid for the provision of learner transport services to identified learners on specific routes in the Northern Cape Province for a period of 84 months (7 years).

2.2. The services shall be provided in accordance with the bid documents, these Special Conditions of Contract (SCC), the General Conditions of Contract (GCC), the applicable contract schedules, and the applicable Service Level Agreement, where such document is incorporated into the contract.

2.3. The learner transport scheme is intended, among others, to facilitate access to education for learners who reside in rural, farming, remote, or other areas where suitable public transport is unavailable or inadequate.

3. BACKGROUND

3.1. Many children in rural areas are faced with serious challenges in exercising their Constitutional right of access to education. One of these challenges is that educational institutions are situated at long distances away from their residential areas, and there is a general lack of public transport for commuting. The rural communities are sparsely populated and many of the schools are located within the farming community.

3.2. Rural communities are faced with very serious challenges of abject poverty and a lack of basic infrastructure. Most of these communities are poor and live on farms and in small rural settlements, remote from economic and social opportunities and from essential public services such as health, welfare, and education. Also, the reliance by rural dwellers on walking as the principal means of transport, and the absence of separate pedestrian facilities on rural roads, expose them to excessively high safety risks. Consequently, transport initiatives must be part of a broader rural development strategy and be integrated with other sectoral initiatives into a structured development programme and plan.

3.3. In response to the plight of rural communities, the Department established the Learner Transport scheme. This was informed by Constitutional obligations and National Transport legislation. The rural, farm, and special schools' learner transport is 100% subsidized by the Northern Cape Provincial Government.

4. EVALUATION CRITERIA

4.1. This bid will be awarded per route in a district. This means that bidders must ensure that when bidding, they indicate the route of their choice within the district to be awarded. See Annexure A for detailed route information.

4.2. Completion of bid document:

a. Bidders shall submit a fully completed and signed bid document.
b. Bidders shall ensure that there are no missing or duplicated pages, since the Department shall not accept liability regarding claims by bidders that pages are missing or duplicated.
c. Bidders are required to complete the entire bid document in terms of the requirements contained herein.
d. Where the space provided in the bid document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid document.

4.3 The preference point system applicable will be 90/10.

4.4. Bidders are requested to complete and submit a set of signed original bid documents. Bid documents must be completed in black ink pen and all required documents attached

4.5. The bid will be evaluated in the following stages:

Stage 1 – The following information must be submitted:

Document that must be submitted	Requirement
Proof of registration on the Central Supplier Database (CSD). Attach copy or provide MAAA number.	The bidder must be registered on the CSD. Joint Ventures (JVs) must also register on the CSD. If you are not registered, complete the registration of your company before submitting your proposal. Visit https://secure.csd.gov.za to obtain your vendor number.
Pricing schedule	Completed pricing schedule (for the routes you are bidding for).
Valid licence, registration, and roadworthy certificates for vehicles listed.	The bidder must submit, for each vehicle listed in the bid, a clear and legible copy of: • the valid vehicle licence disc; and • the valid Roadworthy Certificate (CoF). The documents must be issued by a municipal testing station in the Northern Cape Province and clearly identify the vehicle by registration number/VIN or chassis number, and the vehicle details must correspond with the vehicle listed in the bidder's schedule. **Failure to submit these documents will lead to disqualification.**
Proof of vehicle ownership in the name of the bidder or director.	The bidder must submit proof of ownership for each vehicle listed in the bid. Acceptable proof shall include: • a valid Vehicle Registration Certificate (RC1) or equivalent official registration document reflecting the vehicle's registration details and the registered owner; and • where the registered owner is a company, proof of the bidder's/company registration and the relationship between the registered owner and the bidding entity, where applicable. Where the vehicle is registered in the name of a director/member of the bidding entity, the bidder must provide documentary proof confirming the director/member's relationship to the bidder. Where the vehicle is financed or subject to a hire-purchase agreement, the bidder must provide the relevant finance/ownership documentation and proof that the bidder or its director has the lawful right to use the vehicle for the execution of the contract. **Failure to submit these documents will lead to disqualification.**

Passenger liability insurance requirements	The recommended bidder must submit proof of adequate passenger liability insurance for all vehicles to be utilized under this contract. The minimum cover required per vehicle category is as follows: • Minibuses (Seating Capacity: 16) – Passenger liability cover between R5 million and R10 million. • Midibuses (Seating Capacity: 35) – Passenger liability cover between R10 million and R20 million. • Large Buses (Seating Capacity: 65) – Passenger liability cover between R20 million and R50 million. Proof of insurance must be valid, current, and issued by a registered insurer.

Administrative documents to be submitted:

Document that must be submitted	**Requirement**
Invitation to Bid – SBD 1	A fully completed and signed document must be submitted. The person signing must be duly authorized to represent the bidder.
Pricing Schedule -Firm Pricing -SBD 3.1	Complete and sign
Bidder's Disclosure – SBD 4	A fully completed and signed document must be attached. The person signing must be duly authorized to represent the bidder.
Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on specific goals.
Tax compliance	Where the recommended bidder is not tax compliant, the bidder will be notified in writing of their non-compliant status and requested to submit written proof from SARS of their tax compliance status, or proof that they have made an arrangement to meet their outstanding tax obligations, within 7 working days. The bidder must thereafter provide the Accounting Officer with proof of their tax compliance status, which will be verified via the Central Supplier Database (CSD) or SARS eFiling. Should the recommended bidder fail to provide written proof of their tax compliance status the Department will reject the bid.

Stage 2 – Price and Specific Goals (90 points for price and 10 points for specific goals):

The following formula will be used to calculate the points for price.

Criteria	Points
Price Evaluation $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$	90

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

The specific contract goals is 10 points:

Criteria	Points
Enterprises operating within the Northern Cape Province	Bidder's place of operation is within the District (7) Bidder's place of operation is within the Northern Cape Province (3) Bidder's place of operation is outside of the Northern Cape Province (0)
Woman-owned enterprises	Enterprise with ownership by women (1)
People living with disabilities	Enterprise with ownership by people living with disabilities (1)
Youth	Enterprise with ownership by youth (1)

4.6 NEGOTIATING WITH PREFERRED BIDDERS

4.6.1 Due to budget limits, the Department reserves the right to negotiate contract prices with preferred bidders before awarding the tender.

4.7 FIRM PRICES

4.7.1 The contract price prices must remain fixed for the first 12 months from the date of appointment. After this period, the Department will review prices based on the available budget.

4.8 VEHICLE SITE INSPECTION BEFORE AWARD

4.8.1 The Department reserves the right to inspect the bidder's vehicles at their site before awarding the tender. This inspection verifies that the vehicles meet the required specifications and are ready for service.

5. VEHICLES AND LICENCES

5.1. All vehicles listed in the bid documents or to be used must be registered in the name of the operator, and proof of ownership must be provided together with the bid documents. No leased vehicle agreements or letters of intent to lease/purchase vehicles will be allowed for this bid.

5.2. It is the responsibility of the service provider to ensure that each vehicle listed in the bid documents has a valid licence and roadworthy certificate by the bid closure and throughout the duration of the contract if the bid is successful. Copies of the licence and roadworthy certificates must be submitted together with the bid documents.

5.3. The vehicle licences and roadworthy certificates must be issued by a municipal vehicle testing station in the Northern Cape. Certificates from private testing stations will render the bid non-responsive.

5.4. The service provider must be willing to make vehicle(s) available for inspections or spot checks conducted by the Head Office, district office, principal, external verification agencies (e.g. Auditor-General of South Africa), or law enforcement agencies from time to time.

5.5. Service providers must update the roadworthy certificates (at a municipal testing station in the Northern Cape) as and when required to do so in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), and failure to comply will be regarded as a breach of contract.

5.6. Copies of the updated roadworthy certificates must be provided to the District Office and the principal once issued by the relevant authority, or upon request from the Head Office.

5.7. The successful service provider shall apply for the necessary operating licence for the route immediately upon receipt of the appointment letter, and such licence must be made available to the principal once issued by the relevant authority, or upon request from the Head Office.

5.8. If there is any delay in obtaining an operating licence, 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 requirements set out for purposes of applying for and being granted the operating licence.

5.9. If the service provider is unable to obtain the necessary operating licences for the routes by the commencement date, the Department may cancel the contract and award it to another service provider, unless it can be proven that the delay is beyond the control of the service provider.

5.10. Service providers may not use a vehicle that does not have a valid roadworthy certificate or is not covered by an operating licence.

5.11. If a service provider fails to withdraw a vehicle that is not roadworthy until a roadworthy certificate is obtained, the service provider must arrange for alternative transport for the learners. The service provider shall be given 90 calendar days to rectify the situation, and failure to comply may result in contract termination.

5.12. If for any reason the service provider has not obtained the operating licence or necessary amendments to an existing operating licence by the commencement date, and the Department in its discretion (after consultation with the service provider) decides that it is unlikely that the service provider will obtain the operating licence on time to render the services on the commencement date, the Department may:

(i) 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 acted in bad faith or the failure to obtain operating licences timeously, or at all, was due to the service provider's fault or negligence;

(ii) if the contract is terminated, require the service provider not to oppose any applications for operating licences made by other service providers who may obtain contracts from the Department to continue the services;

(iii) require the service provider, immediately or by the following business day after the occurrence of any of the following events, to notify the Department in writing of the details thereof: any revocation, suspension, or refusal to renew any operating licence or permit necessary for the provision of the services; and 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.

5.13. When replacement vehicle(s) are approved by the Department for use in writing, the service provider must thereafter apply to the entity that issued the operating licence(s) for a temporary replacement according to the NLTA, 2009 (Act No. 5 of 2009). Copies thereof must be provided to the Head Office via the district office or the principal.

5.14. The service provider shall ensure that each driver has a valid and appropriate class of driver's licence and professional driving permit (PrDP) to transport learners. Copies thereof must be provided to the Head Office via the district office or the principal on commencement or upon request from the Department.

5.15. 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 licences and professional driving permits, and shall provide copies thereof to the principal within 24 hours of the new drivers rendering services or upon request from the principal or the Department.

5.16. If the Department becomes aware that a driver does not have a valid driver's licence or professional driving permit, the Department may terminate the contract with the service provider summarily.

5.17. The Department may request in writing any information or documentation from the service provider in respect of operating licences, roadworthy certificates, vehicle licences, driver's licences, and professional driving permits. Such information must be provided to the Department in writing within 5 business days from the date of request.

5.18. If any vehicles are not roadworthy or are unlicensed, the service provider shall at its own expense arrange for the use of alternative roadworthy vehicle(s) of a similar type and class to

ensure that the services are rendered without delay. These replacement vehicles shall not be used for more than 90 calendar days.

5.19. The service provider may not, under any circumstances, use a vehicle to render the services that is not roadworthy, does not have a valid roadworthy certificate, or is not covered by the operating licence.

5.20. Should the service provider need to replace a vehicle permanently, it must be done by applying to the Head of Department for approval. Only when a permanent replacement has been agreed to in writing by the Head Office (Sub-directorate: Learner Transport Services) and updated on the Department's database, may the permanent use of a vehicle not originally reflected in the bid documents be permitted.

5.21. Vehicles must be clean inside and outside when they leave the first point of departure at the beginning of the school day.

5.22. 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. A standard sedan car, bakkie, or Venture may also not be used to transport learners.

5.23. Vehicles with vacant capacity may be filled by the Department without additional remuneration to the service provider, provided it does not alter the vehicle type or route distance.

6. SUBMISSION OF BIDS

6.1 Bid documents may be placed in the tender box which is situated at the **security office by the main entrance (IK Nkoane Education House, corner of St Pauls and Barkly Road, Homestead)** OR if the document is too bulky it can be delivered at **SCM Block A, 1st Floor, Room 41, IK Nkoane Education House** on or before the closing date and time.

6.2 Bid documents will only be considered if received by NCDOE at the closing date and time stipulated in the advert and bid documents.

7. BID VALIDITY PERIOD AND EXTENSIONS

7.1. The initial bid validity period is 180 calendar days. All bids submitted in response to this tender shall remain valid, binding, and open for acceptance by the Northern Cape Department of Education for a period of one hundred and eighty (180) calendar days calculated from the official closing date and time of the tender. During this period, bidders may not amend, or vary their bid prices, terms, or offered services.

7.2. The 180-calendar-day validity period includes weekends and public holidays. If the 180th calendar day falls on a Saturday, Sunday, or official South African public holiday, the bid validity period shall expire at 23:59 on the next succeeding business day.

7.3. Should the Department be unable to finalize the evaluation, adjudication, or award within the initial 180-day period, the Department may, prior to the expiration of the validity period, request bidders in writing to extend the validity of their bids for a specified period.

7.4 Where the Bid Evaluation Committee has already completed administrative compliance or and formally eliminated non-compliant bids in line with advertised criteria, the Department shall issue extension requests only to those bidders remaining under active evaluation and consideration. If compliance checks have not yet been concluded, requests shall be sent to all bidders.

7.5. An extension of bid validity is conditional upon the bidder's express written acceptance. A bidder who agrees to extend its bid validity must sign and return the written confirmation to the designated Supply Chain Management official before the expiration of the active validity period. Verbal confirmations or consents received after the validity period has expired will be declared invalid.

7.5. No bidder is obliged to grant an extension, and the positive response of one or more bidders shall not bind any other bidder. Should a bidder decline the request, fail to respond in writing before the expiry deadline, or submit a conditional acceptance altering its original bid price or terms, that bidder's offer shall automatically lapse upon expiry of the active validity period. Such bidder shall be excluded from any further evaluation, adjudication, or award processes without further notice.

7.6. The NCDOE reserves the right to proceed with the evaluation, adjudication, and award of this tender exclusively amongst those bidders who validly consented in writing to the extension prior to expiry, provided that a competitive and value-for-money pool remains in accordance with Section 217 of the Constitution of the Republic of South Africa, 1996.

7.7. When consenting to an extension of the bid validity period, a bidder shall not be permitted to increase its tendered rates, alter its offered vehicles/routes, or modify any material terms of its original submission.

8. ROUTES

8.1. A route is described by the place names of the origin and destination, as well as the names of the authorized pick-up points. These pick-up points may change during the term, and the service provider will be consulted on any such variation.

8.2. No changes may be made to the route without the prior written approval of the Head of Department or delegate.

8.3. 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.

8.4. Should there be no further need for a particular route, the service provider for that route will be given three (3) months' notice for termination of the contract for that route and paid out 10% of the remaining contract value.

9. TIME SCHEDULE AND TRIPS

9.1. The service provider must ensure that the time schedule as determined in writing with the principal of each school is strictly adhered to. Learners must not be dropped off at the school earlier than 30 minutes before the school starts. Furthermore, learners must not be picked up later than 30 minutes after the school day has ended.

9.2. 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 (as outlined under Variation or Amendment of the Services). The service provider shall ensure that all trips take place as required.

9.3. The service provider must contact the principal before the commencement date with a view to obtaining the time schedule for the route. The time schedule must make provision for, amongst others:

a. the times by which learners are to be picked up at the various pick-up points in the mornings;
b. the times by which learners are to be dropped off at the school in the mornings;
c. the times by which learners are to be picked up at the school in the afternoons; and
d. the times by which learners are to be dropped off at the various drop-off points in the afternoons.

9.4. Complete details of the time schedule must be in writing and may only be amended in writing by the principal in consultation with the service provider.

9.5. Unless agreed in writing by the Head Office (Sub-directorate: Learner Transport Services), cancellation of scheduled trips is not permitted unless the service provider is instructed to do so in writing by the Department.

10. DRIVERS AND CODE OF CONDUCT

10.1. The Department's code of conduct for drivers must be brought to the attention of all drivers transporting learners. A copy of the code of conduct must be kept in the vehicle.

10.2. It is the responsibility of the service provider to ensure that drivers adhere to the code of conduct and that appropriate action is taken against drivers who fail to comply with its provisions.

10.3. Drivers must always treat learners with respect and courtesy and are responsible for the safe transportation of learners.

10.4. Learners shall not be subjected to verbal abuse or any form of assault or threats by drivers.

10.5. If drivers 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 drivers. Service providers or drivers may not attempt to discipline learners unless the conduct of the learner on a vehicle has the potential to cause an accident and/or affect the safety of other learners, in which case a verbal reprimand of a learner is permitted.

10.6. Drivers shall not smoke whilst learners are being transported, nor may a driver offer or provide cigarettes to any learner.

10.7. No driver may consume alcohol or drugs prior to driving a vehicle or while driving a vehicle.

10.8. No driver who is on medication that may impair their ability to perform duties diligently and with the necessary skills, and that could endanger the lives of learners, may be allowed by the service provider to transport learners in the rendering of services.

10.9. No driver who suffers from an illness that may impair their ability to perform duties may be allowed to transport learners.

10.10. The service provider or drivers shall not levy any charge on learners or their parents for the rendering of services.

10.11. The Department may, at any time, by notice to the service provider require the service provider to remove any driver from performing any part of the service if:

- the Department reasonably believes that the continued performance by the driver constitutes a risk to the safety or well-being of the learners, employees of the service provider, or any other person; and
- at the same time as, or prior to, notifying the service provider, the Department provides written reasons why it wants the driver to be removed.

10.12. The service provider must inform the principal immediately after it becomes aware:

- if any driver ceases to hold a valid Driver's Licence and/or Professional Driving Permit;
- if any driver is charged with or convicted of committing any traffic offence;
- if any driver is charged with or convicted of any offence involving sexual abuse of, or indecent conduct with, a child; or
- if any driver is charged with or convicted of any offence involving violence of any nature.

10.13. Drivers must be vetted against the National Register for Sex Offenders (NRSO), and clearance certificates must be submitted to the schools and the Department.

11. LEARNERS

11.1. Only learners authorized by the Department may be transported by the service provider on the route.

11.2. Learners may only be picked up and dropped off at the pick-up or drop-off points as contained in the bid documents, unless otherwise altered in writing by the Head Office (Sub-directorate: Learner Transport Services) in consultation with the service provider.

11.3. Where vehicles used to transport learners are not full and have the capacity to carry approved additional learners, the service provider shall pick up and drop off the approved additional learners as notified by the Department.

11.4. Every learner, irrespective of age, shall have a seat, and no learner may stand in a vehicle whilst it is in motion. The number of learners, plus the driver, in a vehicle may not exceed the licensed seating capacity indicated on the licence and roadworthy disc of the vehicle, in accordance with Regulation 231 of the National Road Traffic Regulations, 2000, of the National Road Traffic Act.

11.5. The service provider shall ensure that learners only exit on the left-hand side of the vehicle. In the event of the vehicle having exit doors on both sides, the service provider shall keep the right-hand door locked at all times to prevent learners from exiting the vehicle on the right.

12. GENERAL SERVICE REQUIREMENTS

12.1. The service provider must provide a consistent and reliable service to the Department to ensure that learners are available at the school for teaching by the time the school day begins.

12.2. If a vehicle transporting learners is involved in an accident, the service provider must immediately or as soon as possible notify the principal telephonically and provide the Department and the principal with a full written report within two days.

12.3. The service provider must immediately or as soon as possible report an accident to the nearest South African Police Station and the principal. The relevant case number and details must be provided to the District Office and the principal within five calendar days of the accident or collision occurring.

12.4. The Department and any person authorized 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 Department with the necessary access to ensure that such inspection is possible, even in instances where access is to be granted by a third party.

12.5. 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 contract.

12.6. The service provider must comply with and strictly adhere to the instructions and directions of the Head Office, district office, or principal regarding the operation of the services.

12.7. The service provider shall not, by its acts or omissions, do anything that would damage the reputation and integrity of the Department whilst rendering the services.

12.8. 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 correspondence it receives regarding the delivery of the services and may be requested to provide the Head Office, district office, or principal with copies of such correspondence.

12.9. 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, it must, by the following school day after becoming so aware, advise the Head Office, district office, or principal in writing of such circumstances or problems and also indicate the manner in which the provision of the services was, is, or will be influenced thereby, if applicable.

12.10. 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 Department, and the service provider must endeavour to provide such information as soon as is reasonably possible.

12.11. 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, stating the facts of the matter so that the parties can discuss the issue and determine the way forward.

13. ROAD SAFETY

13.1. The service provider must ensure that all rules of the road are strictly adhered to at all times, and drivers must always ensure the safety of learners.

13.2. 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 and vehicles that comply with all licensing and regulatory requirements and are properly maintained, to ensure learners arrive at school on time and are available for teaching.

13.3. The service provider shall not allow the number of learners travelling in the vehicle at any one time to exceed the legal capacity of the particular vehicle.

13.4. No vehicle may be driven until each learner is seated.

13.5. All doors must be kept closed while the vehicle is in motion.

13.6. No refuelling shall take place while a vehicle is in motion or while learners are on board.

13.7. The driver must not leave the vehicle unattended while learners are in the vehicle, except when a driver leaves the vehicle briefly to assist learners in entering and exiting the vehicle.

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

13.9. The service provider shall ensure that learners exit the vehicle on the left-hand side only. In the event of a vehicle having exit doors on both the left- and right-hand sides, the service provider shall keep the right-hand door always locked to prevent learners from exiting on the right-hand side.

13.10. The services offered must comply with all licensing and regulatory requirements, and all applicable laws must always be adhered to.

14. VARIATION OR AMENDMENT OF THE SERVICES

14.1. The services may only be varied in writing with the written approval of the Head of Department.

14.2. Any variations that have not been approved in writing by the Head of Department shall not be valid and shall have no legal consequences. Thus, the Department will not be liable for any variations made that do not comply with the contract and the SLA, and in particular shall not be liable for the costs associated with such variations.

14.3. Where the service provider is required to increase the route distance, the service provider may be reimbursed based on the changed circumstances, provided that written approval for such variation is obtained from the Head of Department.

14.4. Where the service provider is required to decrease the route distance, the payment to the service provider may be reduced based on the changed circumstances, provided that approval for such variation is obtained from the Head Office.

15. PAYMENT

15.1. The service provider will only be compensated for the daily authorized return distance, or monthly return distance where indicated, of the route.

15.2. Successful bidders shall be paid a fixed tariff per kilometre category, per vehicle type, for the number of learners on the route.

15.3. The service provider shall submit a claim by the 15th of each month, together with the NCED 35 form, which has been signed off by the principal or a designated school official, to the Department for the particular claim month.

15.4. The service provider shall be compensated for providing the services in accordance with the Specifications and Special Conditions of Contract in the following way:

- Payments will be made into the bank account of the service provider. The service provider is not allowed to change any banking details directly with Supply Chain Management without informing the principal and the South African Revenue Service.
- Proof of a letter from SARS acknowledging the change of bank details will be required to update the banking details.
- Any overpayments made in respect of this contract shall be set off against any subsequent payments payable to the service provider.

16. PENALTIES

16.1. Service providers shall be monitored, and penalties will be imposed as set out in the Service Level Agreement for all offences listed.

16.2. The Department will advise the service provider monthly of any penalties imposed.

16.3. Penalties for the month will be deducted in the subsequent month, and the service provider will have to submit an invoice accordingly.

16.4. Payments shall in all cases only be made for trips which have actually been operated.

16.5. 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 in the SLA.

16.6. The service provider will be expected to adhere strictly to the requirements of the Specifications.

17. TRANSFER OF CONTRACTS

17.1. If during a contract an operator decides that they are not interested in continuing to participate in the contract, the Department has the right to appoint another service provider who meets the criteria following its own internal procurement processes.

18. TERMINATION OF CONTRACTS

18.1. The contract will end on the last school day of the 7th year of the contract.

18.2. Should there be no further need for learner transport on a certain route, the Department will issue a written notice of intention to terminate the contract (three (3) months in advance) to the service provider.

19. WARRANTIES

19.1 The service provider warrants that it shall comply with all applicable laws, regulations, by-laws, and policies relating to road safety at all times during the contract term.

19.2 The vehicles as outlined in the schedule are warranted by the service provider, who 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.

. 20. RESTRICTION ON PUBLIC SECTOR EMPLOYEES

20.1 Individuals employed within the public sector are strictly prohibited from participating in this bidding process. Should it subsequently be discovered that a contract has been awarded to a government official, the agreement will be terminated with immediate effect, and the employee will be reported to the relevant employer for further handling.