

**APPOINTMENT OF HEALTH AND SAFETY CONSULTANTS TO PROVIDE HEALTH AND SAFETY SERVICES FOR A PERIOD OF 36 MONTHS**

**BID NO: MTC 2025/26/02**

<b>BIDDER'S COMPANY NAME:</b>	
<b>CSD NUMBER:</b>	
<b>EMAIL FOR SUBMISSIONS</b>	<b>tendersubmissions@mtcec.co.za</b>
<b>BRIEFING SESSION</b>	<b>N/A</b>
<b>DATE&amp;TIME</b>	<b>N/A</b>
<b>CLOSING DATE&amp;TIME</b>	<b>10 March 2026 @ 16H00</b>

**ENQUIRIES**

<b>SCM ENQUIRIES</b>	<b>TECHNICAL ENQUIRIES</b>
<b>Enquiries: Nosiviwe Maya Telephone no.077 600 3311 Email: mayan@mtcec.co.za</b>	<b>Enquiries: Ms N.Tumane Telephone no. 071 476 1853 Email : ntumane@mtcec.co.za</b>

**PREPARED BY:  
SUPPLY CHAIN MANAGEMENT UNIT  
81 CNR DRUMMOND ROAD& MDANTSANE ACCESS  
REESTON NORTH  
EAST LONDON  
5200**

SBD 1

**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAYIBUYE TRANSPORT CORPORATION**

BID NUMBER:	MTC 2025/26/02	CLOSING DATE:	10 MARCH 2026	CLOSING TIME:	16:00
-------------	----------------	---------------	---------------	---------------	-------

RFQ DESCRIPTION	APPOINTMENT OF HEALTH AND SAFETY CONSULTANTS TO PROVIDE HEALTH AND SAFETY SERVICES FOR A PERIOD OF 36 MONTHS
-----------------	--------------------------------------------------------------------------------------------------------------

**BID RESPONSE DOCUMENTS**

Please email your submission to [tendersubmissions@mtcec.co.za](mailto:tendersubmissions@mtcec.co.za)

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	<b>Mrs N.Maya</b>	CONTACT PERSON	<b>Ms N.Tumane</b>
TELEPHONE NUMBER	<b>043 051 7900</b>	TELEPHONE NUMBER	<b>043 051 7900</b>
FACSIMILE NUMBER	<b>077 600 3311</b>	FACSIMILE NUMBER	
E-MAIL ADDRESS	<b>mayan@mtcec.co.za</b>	E-MAIL ADDRESS	<b>ntumane@mtcec.co.za</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	

TELEPHONE NUMBER	CODE		NUMBER	)
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

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

YES  NO

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

YES  NO

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

## **PART B**

### **TERMS AND CONDITIONS FOR BIDDING**

#### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE EMAILED TO TENDERSUBMISSIONS@MTCEC.CO.ZA BY, 10 MARCH 2026 16:00. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA)
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF THE BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

Mayibuye Transport Corporation  
81 Surrey Road, Vincent,  
East London  
5247  
Phone 043 745 2582 • Fax 043 745 2586

## **Disclaimer**

The following document is made only to, and is directed only at, persons to whom such a document may lawfully be communicated (“relevant persons”). Any person who is not a relevant person should not act or rely on this document or any of its contents.

This document contains forward-looking statements that are subject to risks and uncertainties, including statements about Mayibuye Transport Corporation’s beliefs and expectations.

These forward-looking statements are based on assumptions that Mayibuye Transport Corporation has made in light of its experience in the industry in which it operates, as well as its perceptions of historical trends, current conditions, expected future developments and other factors which Mayibuye Transport Corporation believes are appropriate under the circumstances. Relevant persons should understand that these statements are not guarantees of future performance or results.

Due to these factors, Mayibuye Transport Corporation cautions that relevant persons should not place undue reliance on any forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made. New risks and uncertainties arise from time-to time, and it is impossible to predict these events or how they may affect Mayibuye Transport Corporation.

To obtain additional information, please contact:

Ms Nosiviwe Maya: [mayan@mtcec.co.za](mailto:mayan@mtcec.co.za)

## 1. DEFINITIONS

In this document, unless the context indicates otherwise the following meaning(s) are associated with each related term and/or abbreviation:

Term /Abbreviation/Acronym	Meaning
<b>Accounting Authority</b>	The Board of Directors appointed by the Premier or Member of the Executive Council, accountable to the Provincial Legislature and Executive Council for that public entity
<b>Agreement</b>	This comprises the agreement signed by the parties, the conditions of tender, and the specifications.
<b>Agreement Period</b>	The period during which the service is to be rendered and originally determined in the agreement, or as amended, extended, or renewed in accordance with stipulations of the agreement.
<b>Certified</b>	Stamped and signed by a Commissioner of Oaths
<b>Contact Person</b>	The Senior Manager Human Resources or his/her delegate will act as intermediary between the Contracted staff at the Head Office and the depots Management.
<b>Contractor</b>	The person or persons, partnership, closed corporation, firm or company who's tender for this service was accepted.
<b>Corporation</b>	Mayibuye Transport Corporation
<b>EM</b>	Executive Manager

Term /Abbreviation/Acronym	Meaning
<b>Executive Authority</b>	The Member of the Provincial Executive Council who is accountable to the Provincial Legislature for that public entity or in whose portfolio it falls
<b>Facilities Management</b>	Facilities management is the practice of coordinating and overseeing all physical assets, resources, and services needed to support an organization's core operations.
<b>MTC</b>	Mayibuye Transport Corporation
<b>NTR</b>	National Treasury Regulations
<b>OHS Unit</b>	Occupational Health & Safety Unit
<b>PAR</b>	Paragraph
<b>PFMA</b>	Public Finance Management Act (Act No. 1 of 1999 as amended by Act No. 29 of 1999).
<b>PPPFA</b>	Preferential Procurement Policy Framework Act <b>(Act No. 5, 2022)</b>
<b>SARS</b>	South African Revenue Service
<b>SCM</b>	Supply Chain Management

**SPECIFICATION:**

**APPOINTMENT OF HEALTH AND SAFETY CONSULTANTS TO  
PROVIDE HEALTH AND SAFETY SERVICES FOR A PERIOD OF  
36 MONTHS**

**RFQ NO.: MTC 2025/26/02**

**CLOSING DATE: 10 MARCH 2026**

**CLOSING TIME:16H00**

**VALIDITY PERIOD: 90 days**

## 2. INTRODUCTION

Mayibuye Transport Corporation (MTC) is a provincial public entity under the jurisdiction of the Department of Transport – Eastern Cape whose mandate is to provide safe, reliable, and affordable public transport to predominantly rural areas of the Eastern Cape.

The Corporation's Head office is in East London – Vincent, while it has depots in Reeston, Zwelitsha - King Williams Town, Alice and Queenstown.

1.1 The Mayibuye Transport Corporation operates as a state-owned bus passenger transport service provider belonging to the Eastern Cape Provincial Government.

1.2 The Vision of the MTC is to become the Public Transporter of Choice.

1.3. It is the mission of the MTC to provide a safe, reliable, affordable public transport service that is responsive to its environment.

1.4. The prices tendered must be valid for 90 days.

1.5. There will be no briefing session for this bid.

1.6. All submissions must be made electronically to the email address provided by the closing date and time, as advertised, to; [tendersubmissions@mtcec.co.za](mailto:tendersubmissions@mtcec.co.za)

1.7. All submissions must be indexed appropriately.

## 3. BACKGROUND

An assessment of the MTC Bus Depots was undertaken in January 2024. One of the operational aspects the assessment exercise investigated was the respective depot's compliance with the requirements of the Occupational Health and Safety Act. The assessment report painted a picture of poor to non-compliance, placing the organization at risk of being shut down by the Department of Employment & Labour and bringing operations to a halt.

The assessment report recommended that a comprehensive Occupational Health and Safety Programme be established and manage all health and safety risks as required by the OHS Act.

As a response, MTC seeks the services of competent and experienced Health and Safety Consultants to assist the organization in establishing a Health and Safety Programme over the next 3 years.

## 4. PURPOSE

To ensure that the Corporation complies with its legal obligations on all depots as per the requirements of the Occupational Health and Safety Act 85 of 1993

Mitigate health and safety related risks at depots.

Monitor depots OHS performance and take corrective action where required

## 5. SPECIFICATION

- This specification is as per the South African Institute of Occupational Safety and Health (SaioSH) guidelines.

## 6. SCOPE OF WORK

- Conduct a Gap Analysis Audit as it relates to Health and Safety Standards
- Identify health and safety priority areas that are critical and develop improvement plans
- Develop Health and Safety standards as they apply to the Bus industry
- Assist in setting up OHS structures as it relates to compliance with the Health and Safety Act
- Conduct regular Internal Audits of compliance regarding Health and Safety issues
- Oversee in the Implementation of the OHS Programme.

## 7. KEY DELIVERABLES

The key deliverable is to:

- Complete the allocated project within the timeframes specified on the letter of appointment, service level agreement and allocated budget

## 8. EXPECTED OUTCOMES

- Functional OHS Management System
- Developed Emergency Response Plan
- Completed Gap Analysis Audit Report, its improvement plan and implementation of recommendations.
- Functional OHS Structures

## 9. KEY COMPETENCIES

- Key Person (must be a director of the company) must be registered with the South African Institute of Occupational Safety and Health (SaioSH).

## 10. PROJECT MANAGEMENT

- The project shall be monitored internally by the MTC Facilities Management and Wellness unit (OHS Unit)

## 11. PROJECT TIME-FRAMES

- The time frame to implement the Projects is within (03) Financial years i.e. Financial Years from 2026/27 to 2027/2028 and 2028/2029 financial years.

## 12. BIDDING CONDITIONS

Bidders must submit all completed and signed SBD Forms – as attached.

The service provider will enter into a **service level agreement** with MTC after the appointment.

## 13.EVALUATION CRITERIA

In addition to the requirements as stated, all bids will be evaluated based on price and proposals that best suit the corporate operational requirements of the Mayibuye Transport Corporation.

The bid will be evaluated based on the Preferential Procurement Policy Framework Act (Act No. 5, 2000), and the regulations pertaining thereto (2022) as well as Mayibuye Transport Corporation's Procurement policy.

Qualifying proposals will be evaluated based on the following evaluation criteria:

EVALUATION CRITERIA	WEIGHTING
<b>Stage 1 – Compliance</b>	
Stage 1A	Mandatory Requirements
Stage 1B	Non-Mandatory Requirements
<b>Stage 2</b>	
Functionality	70% requirement to proceed to Stage 3
<b>Stage 3</b>	
Price	80
Specific Goals	20
TOTAL	100

### COMPLIANCE-STAGE 1

#### STAGE 1: COMPLIANCE REQUIREMENTS

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

#### STAGE 1A – MANDATORY REQUIREMENTS

If you do not submit/meet the following mandatory documents, your bid will be automatically disqualified. Please note bidders will not be evaluated further if they do not meet the mandatory requirements.

Bidders are required to include in their bid document the following:

Signed MTC SBD 1 Form "Invitation to Bid". Each page must be initiated.

Signed MTC SBD 3.1 Form "Firm Pricing Schedule". Each page must be initiated.

Signed MTC SBD 4 Form "Declaration of Interest". Each page must be initiated.

Signed MTC SBD 6.1 Form "Preferential Points Claim Form". Each page must be initiated.

Signed MTC SBD 7.2 Form "Rendering of Services". Each page must be initiated.

Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties.

Registration with the South African Institute of Occupational Safety and Health (Saioosh) - Certified copy of the Saioosh Certificate must be submitted.

**Failure to submit any of the above documents will render the proposal non-responsive and it will be disqualified from the bid process. Where possible the corporation reserves the right to request further particulars.**

### **STAGE 1B – NON-MANDATORY REQUIREMENTS (REQUIRED INFORMATION FOR BIDDING)**

MTC may request the bidder to submit the information within (7) working days where necessary. Should this information not be provided, your bid proposal will be disqualified.

**Bidders will be required to be compliant with the following requirements upon appointment. Proof of documentation will be requested and verified.**

Certified ID Copies of all directors of the company

CSD Report

Certified copies of company registration document

### **STAGE 2: FUNCTIONALITY**

**Note: The bidder must achieve a minimum of 70% in functionality to advance to the next stage of evaluation. The table below reflects evaluation functionality components and the overall weighting on each component of the functionality are as follows:**

<b>Company Experience</b>	<b>Points allocated</b>
<b>Only reference letters reflecting an amount to the value of R200,000 Two Hundred Thousand and above shall be considered</b>	
5 and above reference letters relating to projects completed for Health and Safety (Attach Client Reference letters, must be on Client Letterhead & signed)	<b>40</b>
3- 4 x Reference Letters relating to projects for Health and Safety (Attach Client Reference letters, must be on Client Letterhead & signed)	<b>20</b>
1-2 x Reference Letters relating to projects for Health and Safety (Attach Client Reference letters, must be on Client Letterhead & signed)	<b>10</b>
<b>YEARS OF EXPERIENCE OF KEY PERSONNEL</b>	

<p>Years of experience of key personnel to be directly responsible for implementation of this project. Please provide CV which clearly indicates the role of the OHS specialist required below with certified qualifications valid for a period of 6 months. Health and Safety projects shall reflect clearly on the CV and detail the start date and completion of the projects. Failure to indicate will lead being awarded as no submission or irrelevant submission</p> <p>Health and Safety Officer (Qualifications are National Diploma or B-Tech or Degree in Safety Management or equivalent.</p> <p>Five (5) years' experience and above on health and safety projects</p> <p>3-4 years' experience on health and safety projects</p> <p>1-2 years' experience on health and safety projects</p> <p>Below 1 years' experience on health and safety projects</p> <p>No submission (0) or irrelevant submission or no experience</p>	<p><b>35</b></p> <p><b>17</b></p> <p><b>8</b></p> <p><b>4</b></p> <p><b>0</b></p>
<p><b>Professional Indemnity Insurance</b> <b>Provide insurance documentation as proof evidence</b></p>	
10 million rand and above	<b>10</b>
5 million – 8 million	<b>05</b>
1 million – 4 million	<b>03</b>
Below 1 million	<b>0</b>
<p><b>Methodology: The following key elements are critical.</b></p> <ul style="list-style-type: none"> <li>i. Specific task or project to be performed identified.</li> <li>ii. Tailoring the statement method to meet tender requirements.</li> <li>iii. Highlighting Health and Safety Protocols.</li> <li>iv. Addressing specific client needs and expectations.</li> <li>v. Conduct Health and Safety Risk Assessment</li> </ul>	

<b>vi. Classify Risks according to criticality.</b>	
Excellent (All elements are outlined)	<b>15</b>
Very Good (Five elements are outlined)	<b>10</b>
Good (Three-Four elements are outlined)	<b>05</b>
Satisfactory (Three-Two elements are outlined)	<b>03</b>
Poor (Only one or no elements are outlined)	<b>0</b>

### STAGE 3

#### 80/20 PREFERENCE POINTS STAGE 3

Bidders must submit a separate pricing schedule as per the pricing schedule provided.

Bidders should provide their price proposal and provide proof of Specific Goals. They will be evaluated on price and specific goals using the 80/20 preference point system, as per the table below:

CRITERIA	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

#### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

##### POINTS AWARDED FOR PRICE

##### THE PREFERENCE POINT SYSTEMS

Maximum points are allocated for price on the following basis:

80/20

or

90/10

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

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

**Ps = Points scored for price of tender under consideration**

**Pt = Price of tender under consideration**

**Pmin = Price of lowest acceptable tender**

##### POINTS AWARDED FOR SPECIFIC GOALS

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:

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)

**Table for Specific goals**

The specific goals allocated points in terms of this tender	Acceptable evidence	Number of points allocated (80/20 or 90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 or 90/10 system) (To be completed by the tenderer)
100% Black ownership	CIPC registration document, Affidavit and Certified copies of ID for the directors	30%	
51% - 99% black ownership	CIPC registration document, Affidavit and Certified copies of ID for the directors	20%	
Less than 51% ownership	CIPC registration document, Affidavit and Certified copies of ID for the directors	10%	
Women Equity ownership	CIPC registration document, Affidavit and Certified copies of ID for the directors	20%	

Youth Equity ownership	Certified copies of ID documents of the owners	20%	
People with Disability	Letter from the medical practitioner confirming the disability	20%	
Locality within the Eastern Cape	Proof of Company address	10%	

Failure to submit the required documentation for acceptable evidence will result in the bidders forfeiting the points for specific goals.

## **COMPENSATION AND TERMINATION OF SERVICES**

The compensation and termination of this contract shall be handled in the following manner:

### **COMPENSATION**

As compensation for the services to be rendered by the Contractor/Service provider, the MTC hereby agrees to and undertakes to pay the Contractor the amounts as detailed in the tender document.

Payment to the Contractor/Service provider shall be made 30 days from receipt of an invoice by the Centre's contact person who shall certify that the invoice is correct and that the service was rendered according to the agreement, and the Institution may pass such account for payment. Any queries regarding late payments must be directed and addressed to the finance department of MTC.

No interim claim/s for increased compensation shall be accepted. The tender price, as originally determined, or possibly adjusted in terms of the applicable provisions of the contract shall be applicable for the full duration of the contractual period.

### **PRO RATA DECREASE OF COMPENSATION**

Should the service not be rendered to the satisfaction of the Corporation and/or the Occupation Health and Safety Unit, and unsatisfactory items/aspects/events have already, in writing, been brought to the attention of the Contractor/Service provider, the MTC reserves the right to withhold the payment until such unsatisfactory service has been resolved

Similarly, no departure from or breach or non-fulfilment of the conditions of this contract shall be deemed to be a condonation, waiving or ratification of such departure, breach or non-fulfilment unless such condonation, waiving or non-fulfillment has been agreed to in writing by both parties.

### **TERMINATION OF SERVICES**

Should the Contractor/Service provider fail to meet the conditions of this contract, or continue rendering unsatisfactory service, MTC reserves the right to terminate the contract, with the permission of MTC Board, and after written notification has been served on the Contractor/Service

provider, with retention of the right to recover from the Contractor/Service provider any losses which MTC may suffer/incur as a result of the failure, without prejudicing any other rights it may have.

MTC may terminate the contract immediately should the Contractor/Service provider no longer qualify for continued service in terms of the service level agreement.

The Contractor/Service provider undertakes to notify the MTC immediately should he or any member of his staff no longer meets the requirements in respect of the qualifications and stipulations in terms of the tender specifications.

#### **AMENDMENT OF CONTRACT**

Any amendment to or renunciation of the provisions of this contract shall, at all times, be done in writing and shall be signed by both parties and shall be presented to the Office of the CEO of MTC for further attention.

**SBD 3.1**

**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..... number.....	Bid
Closing Time 16:00 date.....	Closing

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY <b>**<i>(ALL APPLICABLE TAXES INCLUDED)</i></b>
1.	Conduct a Gap Analysis Audit as it relates to Health and Safety Standards	
2.	Identify health and safety priority areas that are critical and develop improvement plans	
3.	Develop Health and Safety standards as they apply to the Bus industry	
4.	Assist in setting up OHS structures as it relates to compliance with the Health and Safety Act	
5.	Conduct regular Internal Audits of compliance regarding Health and Safety issues	
6.	Oversee in the Implementation of the OHS Programme.	
7.	TOTAL BID PRICE	

- 
- 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

**SBD 4**

**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 interest<sup>1</sup> 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 institution	State

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

---

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.

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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative 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 ENHANCING

---

<sup>2</sup> 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.

COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN  
MANAGEMENT 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**

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

	POINTS
<b>PRICE</b>	20
<b>SPECIFIC GOALS</b>	80
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender under consideration

### 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:

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

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—
- (c) 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
  - (d) 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Historically Disadvantaged Individuals</b> a) 100% black ownership (b) 51% to 99% black ownership (c) Less than 51% black ownership	8  5  3	
<b>Women ownership</b> a)100% women ownership b)30% to 99% women ownership (c) Less than 30% women	4  2  1	
<b>Youth ownership</b> a)100% youth ownership b) 30% to 99% youth ownership c) Less than 30% youth ownership	4  2  1	
<b>People with Disability</b> (a) 20% or more disabled people ownership (b) Less than 20% disabled people ownership	2  1	
<b>Locality</b> a) Within the Eastern Cape (b) Outside the Eastern Cape	2  1	

**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(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Bidder's Disclosure form;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity  
as.....  
accept your bid under reference number .....dated.....for the rendering of  
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and  
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4.I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

>> move **easier.**  
>> hamba **lula.**