



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

CONTRACT: DARD/RFB 01/2025/2026

OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

Route	Tick
Botshabelo and Thaba Nchu	
Hoffman Square Bloemfontein	

Note:

- A company can tender for one or more than one route.
- Tick the route(s) you are submitting this tender for on the right hand column of the table.

TENDER DOCUMENT

TENDER CLOSING DATE 01 August 2025	NON-COMPULSORY BRIEFING SESSION 22 July 2025
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Issued by: Department of Agriculture and Rural Development Glen Agricultural College Chemistry Building 1st Floor Gielie Joubert Street Bloemfontein 9301	Prepared by: Department of Agriculture and Rural Development Asset Management and Transport
Name of Tenderer:	Tender amount:



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DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

- ❖ Bid Submission Checklist

SECTION 1

Returnable documents

- ❖ Invitation to Bid (SBD 1)
- ❖ Pricing Schedule –Firm Prices (SBD3.1)
- ❖ Declaration of Interest (SBD 4)
- ❖ Preference Points Claim Form In Terms of The Preferential Procurement Regulations 2022 (SBD 6.1)
- ❖ Proof of the following documentation will be required:

Mandatory requirements (failure to comply with these requirements shall disqualify the bid)

- ❖ None

SECTION 2

- ❖ Special Conditions of Contract (SCC)

SECTION 3

- ❖ General Conditions of Contract (GCC)



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Supply Chain Management Enquiries:

Mr T. Matshaba
Director: Supply Chain Management
Cell: 081 028 3448
Email: tsoloanematshaba@gmail.com / maliehe@dard.gov.za

Technical Enquiries:

Mr. M Matlakala
Director: Asset and Transport management
Tel: +27 60 311 0329
E-mail: moeketsimatlaka@gmail.com

INVITATION TO BID

1. Bids are hereby invited for the above mentioned services.
2. Bids must be submitted in sealed envelopes subscribed "Bid No. **DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK**
3. Bids must be addressed to the under mentioned address:

**Free State Department of Agriculture and Rural Development
Supply Chain Management
Private Bag X 02
Bloemfontein
9300**
4. Bids must be posted to reach the addressee strictly not later than **11h00 on 01 August 2025**
5. All bids must be placed in the bid box not later than **11h00 on 01 August 2025** at the street address mentioned below:

**Free State Department of Agriculture and Rural Development
Administration Building
Ground floor
SCM Component
Gielie Joubert Street
GLEN**



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Note to tenderers:

NO	REQUIREMENT
1	SECTION 1
1.1	Returnable Documents
2	SECTION 2
2.1	Special Conditions of Contract (SCC)
3	SECTION 3
3.1	General Conditions of Contract (GCC)
Annexures	Route specific information and pricing schedules A. Botshabelo and Thaba Nchu B. Hoffman Square Bloemfontein



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SECTION 1



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

Free State Department of Agriculture and Rural Development

LIST OF RETURNABLE DOCUMENTS

Bidders are required to complete the checklist and to submit with their bids. Please note that all the information listed below must be completed in full, where applicable, and be included in the bid. Failure to complete and attach may result in the bid being non-responsive.

FORM NO	FORM NAME	COMPLETED?
	Company Authority Documents & Resolutions	
A1	Certificate of Authority for Signatory	
A2	Schedule of Addenda to Tender Documents	
A3	Schedule of Deviations or Qualifications by Tenderer	
A4	Tenderer's Registered Financial Service Provider Letter, Bank Details and /or Credit letter	
ROUTE – A1	Joint venture agreement	Complete separately in the Annexures.
	Standard Bidding Documents (SBD)	
SBD 1	Invitation to bid	
SBD 3.1	Pricing Schedule –Firm Prices	
SBD 4	Bidder's disclosure	
SBD 6.1	Preference points claim form in terms of the preferential procurement regulations 2022.	
	Returnable Documents for Compliance Assessment	
B1	Registration on National Treasury Central Supplier Database	
B2	Tax Compliance Status Pin	
B3	Specific goals	
	Returnable documents for Functionality Assessment	
F1	Key personnel	
F2	Busses registration documents or consent letter	
F3	Operating permits	
F4	Bidder's past experience in delivering similar transport contracts	
F5	Municipal rates or lease agreement	
F6	Depot Inspection form	
F7	Busses inspection form	
F8	Formula for calculation of functionality scores rubric for depot and busses inspection	



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	Returnable documents for Contract	
SBD 7.2	Contract form – Rendering of services (to be completed on award with the successful bidder)	
ROUTE-PS	Pricing schedule	Complete separately in the Annexures.



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FORM A1 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

1. *The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.*
2. *In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:*
 - *authority for signatory,*
 - *undertaking to formally enter into a joint venture contract should an award be made to the joint venture,*
 - *name of the designated lead member of the intended joint venture, as required by tender condition*
3. *The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted on its own as authorisation of the tenderer's signatory.*
4. *In the event that authorisation is for more than one project, then all projects shall be listed in the copy of the resolution of the Board of Directors/Partners.*

By resolution of the board of directors/partners passed at a meeting held on.....

Mr/Ms.....whose
signature appears below, has been duly authorised to sign all documents in connection with the
tender for contract no. DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A
PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK
PLACE AT GLEN AND BACK and any contract which may arise therefrom on behalf of (enter name
of tenderer in upper case letters).....

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

SIGNATURE

SIGNATURE

.....

NAME (print)

.....

NAME (print)



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FORM A2: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

Any addenda to the tender will be published on the e-tender portal. Bidders are required to check the e-tender portal prior to finalizing their bid submissions for any changes to the tender. The Department will not be held liable if bidders do not receive the latest information regarding this tender with the possible consequences of either being disadvantaged or disqualified as a result thereof.

Note to tenderer:

If an addendum containing material amendments is not incorporated by the tenderers in his tender offer, the tender will be declared non-responsive.

Record of Addenda to Tender Documents

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



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FORM A3: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

TENDERER OR TENDERER'S REPRESENTATIVE

(Signature)..... Date.....



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FORM A4: TENDERER’S REGISTERED FINANCIAL SERVICE PROVIDER LETTER, BANK DETAILS AND/OR CREDIT LETTER

Notes to tenderer:

- 1. The tenderer shall attach to this form a letter (dated less than 3 months prior to the tender closing date) from the bank confirming its account. Tenderers that fail to comply may be declared nonresponsive.*
- 2. The tenderer’s banking details as they appear below shall be completed.*
- 3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.*

The tenderer shall provide the following:

- i) Name of account holder:
- ii) Account number:
- iii) Bank name:
- iv) Branch number:
- v) Bank and branch contact details

4. THREE MONTHS BANK STATEMENT OR CREDIT LETTER

A three (3) month bank statement (signed or stamped by the bank with original logo) and Credit letter/rating or letter of intent (signed and/or stamped by the institution) from a registered financial institution (FSP registration number clearly visible on the document) or evidence of any legal funding instrument which confirms the availability of funds or credit to facilitate the project must be attached to this schedule.

ATTACH RELEVANT DOCUMENTATION AFTER THIS PAGE.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE



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SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD/RFB 01/2025/2026	CLOSING DATE:	01 August 2025	CLOSING TIME:	11:00
DESCRIPTION	SERVICE PROVIDER(S) TO SUPPLY STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Location of tender box: Admin Building: Ground Floor Gielie Joubert Glen, 9360			Administration Building, Gielie Joubert Street, Glen (Mangaung Metro)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr T. Matshaba		CONTACT PERSON	Mr. M Matlakala	
TELEPHONE NUMBER	081 028 3448		TELEPHONE NUMBER	+27 60 311 0329	
FACSIMILE NUMBER			FACSIMILE NUMBER	-	
E-MAIL ADDRESS	tsoloanematshaba@gmail.com		E-MAIL ADDRESS	moeketsimatlaka@gmail.com	
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
2.1 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]		2.2 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)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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.					



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SBD 1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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
2.3. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.4. 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.
2.5. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.6. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.7. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.8. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.9. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



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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 VARIATION(S)) 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	DARD/RFB 01/2025/2026
Closing Time 11:00.....	Closing date	01 August 2025

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
<u>See Annexures for route specific pricing schedules.</u>			

- 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



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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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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.

Name of Bidder.....



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- 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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



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SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) ~~The applicable preference point system for this tender is the 90/10 preference point system.~~
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) ~~Either the 90/10 or 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 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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



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- 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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~~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:~~

$$\text{_____} \quad \text{80/20} \quad \text{or} \quad \text{_____} \quad \text{90/10}$$
$$\text{_____} \quad Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{_____}$$

~~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.



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

The specific goals allocated points in terms of this tender	Achievement level	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)
Person/s historically disadvantaged on the basis of race.	100% black ownership	10	
	75% - 99% black ownership	8	
	60% - 74% black ownership	6	
	51% - 59% black ownership	3	
	0 - 50% black ownership	0	
Person/s historically disadvantaged on the basis of gender.	100% women ownership	5	
	75% - 99% women ownership	3	
	60% - 74% women ownership	2	
	51% - 59% women ownership	1	
	0 - 50% women ownership	0	
Person/s historically disadvantaged on the basis of disability.	100% owned by persons living with disabilities	5	
	75% - 99% owned by persons living with disabilities	3	
	60% - 74% owned by persons living with disabilities	2	
	51% - 59% owned by persons living with disabilities	1	
	0 - 50% owned by persons living with disabilities	0	
TOTAL		20	



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DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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



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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



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FORM B1: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a copy of the supplier registration form from the National Treasury Central Supplier Database (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database at tender closure will be declared non-responsive. In the case of a Joint Venture or a Targeted Enterprise, a Supplier registration form must be provided for each member of the Joint Venture or Targeted Enterprise.

Name of Service Provider:

Central Supplier Database Supplier Number: **MAAA**.....

Attach Supplier(s) registration form(s) hereto.

NAME		SIGNATURE	DATE



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FORM B2: TAX COMPLIANCE

The Tenderer shall complete the declaration below.

I,
(name) the undersigned in my capacity as
(position) on behalf of (name of
company)

herewith grant consent that SARS may disclose to the Free State Department of Agriculture and Rural Development our tax compliance status.

For this purpose our unique security personal identification number (PIN) is

In the event of a joint venture or a Targeted Enterprise each member shall comply with the above requirements.

ATTACH VALID TAX STATUS PIN IMMEDIATELY AFTER THIS PAGE.

NAME		SIGNATURE	DATE



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FORM B3: SPECIFIC GOALS

In terms of Regulation 3(1)(b) of the Preferential Procurement Regulations (2022), specific goals based on ownership by historically disadvantaged person(s) is applicable to this tender.

Note:

Points will be forfeited if documentary proof as indicated in the last column of the table here below are not attached.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Documentary proof to be attached.
Person/s historically disadvantaged on the basis of race.	10	BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of race.
Person/s historically disadvantaged on the basis of gender.	5	BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of gender.
Person/s historically disadvantaged on the basis of disability.	5	BBBEE certificate or Sworn affidavit or ownership certificate issued by the Companies and Intellectual property Commission (CIPC) indicating the level of ownership by persons historically disadvantaged on the basis of disability.

In order to claim specific goal points, tenderers must submit valid (original or certified copy) B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) (Entities other than EME's and QSE's) or a valid sworn affidavit (original or certified copy) completed in the format supplied by Department of Trade, Industry and Competition (DTIC), signed by the EME/QSE representative and attested by a commissioner of oath (EME's and QSE's) or an ownership certificate issued by the Companies and Intellectual property Commission (CIPC).



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Documentary proof must substantiate the claims in terms of ownership of the relevant categories of historically disadvantaged individuals.

In order to claim the relevant points, attach hereto relevant documentary proof as indicated in column 3 of the table directly above.

NAME		SIGNATURE	DATE



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FORM F1: KEY PERSONNEL

The information supplied will be used to evaluate functionality. Ensure the completeness of documents requested since incomplete submission might influence the functionality score negatively.

Notes to Tenderer:

- (i) Attach signed CV's of key personnel.
- (ii) Attach driver's licenses and PDP's to CV's of drivers.
- (iii) Attach service agreement with a reputable mechanical workshop if a mechanic / technical inspector is not available in-house.
- (iv) Points will only be allocated for key personnel for which CV's are attached and proportionately for available drivers vs busses tendered for e.g. as follows:

Proportionate allocation of points for available drivers vs busses tendered for example:

No. of busses tendered for = 4

Driver(s)' CV's attached with valid driver(s)' licenses and PDP's = 4

*Points allocated = 12 ($4/4 * 12 = 12$)*

No. of busses bid for = 4

Driver(s)' CV's attached with valid driver(s)' licenses and PDP's = 3

*Points allocated = 9 ($3/4 * 12 = 9$)*

Attach hereto relevant documentary proof.

NAME		SIGNATURE	DATE

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FORM F2: BUSES REGISTRATION DOCUMENTS OR CONSENT LETTER

The information supplied will be used to evaluate functionality. Ensure the completeness of documents requested since incomplete submission might influence the functionality score negatively.

Notes to tenderer:

- a) Complete the table below to indicate the depot busses will be operated from as well as the busses available (See (c) below) for the contract.
- b) Attach registration documents (in the case of existing busses) or consent letter (in the case of new busses). See d (1,2&3) below.
- c) Availability in terms of this tender refers to the ability of the fleet to be available for deployment within thirty days after receipt of appointment letter.
- d) The consent letter which must be supplied in the case of new busses must include the following:
 1. A consent letter from a reputable dealer, indicating that the bidder (details of the bidder conforming to the details in the bid document included) has been approved for the supply of a 32 – 36 seater and/or 60 – 65 seater bus (Make, Model and detail specifications of the bus allowing comparison with the specifications as indicated in the Special Conditions of Contract, included) with a firm delivery period (less than one (1) month) specified as well as the all-inclusive cost. The letter must be on the Letter head of the Dealership, signed and stamped.
 2. A consent letter from a registered financial institution indicating that the bidder has been approved for finance of the bus at the quoted price indicated in the consent letter from the dealership (See 1). The letter must be on the Letter head of the financial institution, signed or stamped.
 3. Both consent letters must be supplied and both must indicate the validity period which should not be less than 90 days.
 4. Consent letters can be conditional to the award of the contract for which a bid is submitted.
- e) No points will be allocated for busses other than 32 – 36 seaters or 60 – 65 seaters conforming to the bus specifications as indicated under Special conditions of contract.



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Name of contractor:		Address of depot (Depot must be situated within the service area which is Mangaung):

DETAILS OF BUSES TO BE UTILISED

	Registration number of busses (Existing busses) or indicate "New" (new busses)	Make	Model	Year of Manufacture	Seats	Odometer reading (Existing busses) or Zero (0) (New busses).	Valid license disc (Yes / No / New)	Valid certificate of Fitness (Yes / No / New)	Valid passenger liability disc (Yes / No / New)
1									
2									
3									
4									
5									
6									
7									

Name of Bidder..... Company stamp:



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FORM F3: OPERATING PERMITS

The information supplied will be used to evaluate functionality. Ensure the completeness of documents requested since incomplete submission might influence the functionality score negatively.

Notes to tenderer:

- a) Attach valid operating permit(s) hereto.
- b) The operating permit must be valid for the route(s) tendered for.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE



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FORM F4: BIDDER'S PAST EXPERIENCE IN DELIVERING SIMILAR TRANSPORT CONTRACTS

The information supplied will be used to evaluate functionality. Non submission or incomplete submission will influence the functionality score negatively.

Lists of similar transport project(s) undertaken or completed within the last five (5) years to be submitted in Table below.

Bidders must familiarise themselves with the evaluation criteria and submit a list of completed contracts to support the allocation of points.

The list of completed contracts must be supported with certified or original copy(ies) of verifiable contract(s) or appointment letter(s) or purchase order(s) which must be attached directly after this page. The supporting documentation attached must indicate the contract value explicitly. A listed contract which is not substantiated with evidence or where the contract value is not indicated will not be considered in the evaluation of functionality.

The combined value of projects undertaken or completed within the past five (5) years will be used for the allocation of functionality points.

List of Previous and Completed contracts

NAME OF COMPANY: _____

	Client Name (Name, Work / Cell Number, Address)	Nature of Service	Contract Value (R'000)	Period of Contract	Year of completion
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Attach additional pages if more space is required.

NAME		SIGNATURE	DATE



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FORM F5: MUNICIPAL RATES OR LEASE AGREEMENT

Notes to tenderer:

- a) Attach Municipal rates, not older than three (3) months made out in the name of the bidding company or;
- b) Valid lease agreement with the landlord's municipal rates not older than three (3) months.

SIGNED BY/ON BEHALF OF BIDDER:

NAME		SIGNATURE	DATE



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FORM F6: DEPOT INSPECTION FORM

- a) The functionality assessment is divided in two phases of which phase 1 relates to capacity, ability and Free State based and phase 2 relate to inspection of the depot and fleet.
- b) A compulsory site inspection will be conducted at the depot(s) (within the service area which is Mangaung metro) of all the bids that were short-listed. A standard rubric will be scored and the score calculated to give the service provider a mark out of 20 points in the Functionality section of the bid document. This section will be completed by officials of the DARD: FS.
- c) Bidders only have to complete the Name of the contractor and the address of the depot in the Depot inspection form, which will then be inspected and scored by officials of the DARD: FS.



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DEPOT INSPECTION FORM

Name of contractor:	Address of depot: (Depot must be situated within the service area which is Mangaung metro):
---------------------	---

A. DEPOT INSPECTION

		1	2	3	4	5	
	Criteria	Very poor	Poor	Average	Good	Very good	
1	Does the depot have a secure perimeter fence?						
2	Does the depot have a locked gate at night?						
3	Are there security personnel during the day and night?						
4	Is the ground surface of the depot smooth e.g. no holes, rocks, rubble, metal stakes, weeds and bushes, etc.?						
5	Is the depot large enough for its purpose, where the number of busses tendered for can be accommodated?						
6	Does the depot have an office?						
7	Is there a shelter for busses to park under where inspections and maintenance can be carried out?						
8	Is there a dedicated wash-bay for busses or a firm agreement with a service provider for washing of busses.						
9	Is there an outside security lighting system?						Total score for Depot
10	Are there ablution facilities for staff inside the depot yard?						
SCORES							

Min 10
Max 50

Initial, surname and PERSAL no. of official conducting inspection.

Signature of official / Date



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FORM F7: BUSSES INSPECTION FORM

- a) The functionality assessment is divided in two phases of which phase 1 relates to capacity, ability and Free State based and phase 2 relate to inspection of the depot and fleet.
- b) A compulsory inspection of all the vehicles requirements of the bids that were short-listed will be conducted. A standard rubric will be scored and the score calculated to give the service provider a mark out of 20 points in the Functionality section of the bid document. This section will be completed by officials of the DARD: FS.
- c) Bidders only have to complete the Name of the contractor and the address of the depot in the Fleet inspection form, which will then be inspected and scored by officials of the DARD: FS.



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FLEET INSPECTION FORM

Name of contractor:		Address of depot (Depot must be situated within the service area which is Mangaung)				
Registration number of bus (if not new):						
Make and Model of bus:						
B. BUSES INSPECTION		1	2	3	4	5
	Criteria	Very poor	Poor	Average	Good	Very good
1	What is the condition of the outside panels, bumper and paintwork e.g. loose, dented, rivets missing, peeling paintwork?					
2	What is the general condition of the busses underneath e.g. loose bolts, oil leaks, loose cables etc.?					
3	What is the condition of the tyres e.g. worn, chipped, cuts etc.					
4	What is the condition of the driver's cab section?					
5	What is the condition of the inside floor?					
6	What is the condition of the seats? Are the seats according to specification (high-backed, upholstered, seatbelts)?					
7	What is the condition of the windows?					
8	Does the bus have a full-length parcel rack?					
9	Does the vehicle have a valid Certificate of Fitness?					
10	If the bus is over 48 months old, or has travelled over 250 000 km, can the owner provide proof of major engine overhaul and bodywork repairs as per Clause of the Special Conditions of Contract.					
SCORES						

Min 10
Max 50

Initial, surname and PERSAL no. of official conducting inspection.

Signature of official / Date

Note: For the evaluation of new busses the specifications as supplied by the Dealership in its consent letter will be used, where applicable (Question 6 and 8), to score the bus, while a score of five (5) will be allocated for questions 1; 2; 3; 4; 5; 7; 9 and 10.



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FORM F8: FORMULA FOR CALCULATION OF FUNCTIONALITY SCORES RUBRIC FOR DEPOT AND BUSES INSPECTION

- a) The formula for functionality will be calculated according to a standard rubric, which will give the service provider a score of 1 – 20 points in the Functionality section of the bid document for depot inspection and a score of 1 – 20 points for busses requirements inspection. This section will be completed by officials of the DARD: FS. The formula for calculating functionality will be as follows:
- Depot Inspection functionality score = (Depot inspection score/2.5)
 - Busses Inspection functionality score = (Average score for all busses/2.5)



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FUNCTIONALITY CALCULATION FOR DEPOT AND BUSES

Name of contractor:	Address of depot:	
	Score / 50	
A. DEPOT INSPECTION SCORE		Min 10 Max 50
DEPOT FUNCTIONALITY SCORE (A/2.5)		Min 4 Max 20

B. BUSES INSPECTION SCORE		
No	Bus Registration number (if not new) or new:	Scores / 50
1		
2		
3		
4		
5		
6		
7		
TOTAL SCORE FOR ALL BUSES		
B. AVERAGE SCORE FOR BUSES: (TOTAL SCORE FOR ALL BUSES / NUMBER OF BUSES INSPECTED)		Min 10 Max 50
BUSES FUNCTIONALITY SCORE (B/2.5)		Min 4 Max 20



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SBD 7.2**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

DATE

WITNESSES

1

2

DATE:



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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 numberdated.....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 authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:



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SECTION 2



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SPECIAL CONDITIONS OF CONTRACT

OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK



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1. Type of service required

- 1.1.1 Provision of busses outsourced for transportation of employees that reside in the areas of Thaba Nchu, Botshabelo, Mangaung, and Bloemfontein suburbs to Glen.
- 1.1.2 The following number of busses and capacity will be required by the department. Three (3) x 32-36-seater busses for Botshabelo and Thaba Nchu with one (1) x 32–36-seater bus for Thaba Nchu and two (2) x 32–36-seater busses for Botshabelo and four (4) x busses namely, one (1) x 60-65 seater bus and three (3) x 32-36 seater busses for Hoffman Square Bloemfontein.
- 1.1.3 The pickup / drop off points will be one (1) centralised for Thaba Nchu, one (1) for Botshabelo and one (1) for Bloemfontein (Hoffman Square). The route per bus shall be finalised on appointment of service-provider(s), based on pick-up point(s) so determined by management. Future deviations from any route shall be by consent of parties (or their representatives) to the agreement.

2 Type and condition of vehicles required

- 2.1 In order to ensure reliability of the service, and comfort and safety of passengers at any time during the duration of the contract, the vehicles:
 - 2.1.1 Carrying capacity of the busses must be minimum of thirty-two (32) passenger seats. (See capacity specifications indicated in the pricing schedules).
 - 2.1.2 Must have upholstered high-back seats.
 - 2.1.3 Must be fitted with curtains / blinds (windows should protect commuters from sunlight)
 - 2.1.4 Must have a seatbelt per passenger seat.
 - 2.1.5 Must have a functioning air conditioning (heating and cooling).
 - 2.1.6 Must have a functioning radio with internal speakers.
 - 2.1.7 Must have parcel shelf.
 - 2.1.8 Must be fitted with suitable ramp for the disabled (as and when need arises).
 - 2.1.9 Must have escape routes (outlets)



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2.1.10 Must have fire control (valid fire extinguishers).

2.1.11 Must not be older than 48 months on commencement of the contract.

2.1.12 The odometer reading must not exceed **250 0000 km** on commencement of the contract.

2.1.13 Alternative to compliance with requirements set out on point 2.1.11 and/or 2.1.12, proof must be provided that the vehicle has undergone major overhaul (engine, drive-train gearbox, prop-shaft, differential, front and rear suspension) from an approved or registered dealer. Internal and external refurbishments should also be carried out (seats, floors, side panels, panel beating and painting).

2.1.14 Must be fully licensed (including operating license) and a valid Certificate of Fitness displayed at all times in the bus. This must be in compliance with Road traffic legislation and the regulations thereto.

3 Service Provider's Drivers

3.1 The drivers used by the service provider must at all times have a valid driver's license with valid PDP for the bus.

4 Public liability insurance

4.1.1 Successful bidder(s) shall be required to obtain public liability insurance in case of accidents and injuries of departmental officials (commuters).

4.1.2 Public liability insurance, must include:

- Passenger liability – covers injuries or death of passengers during transit;
- Third-party property damage – if the bus damages another person's car, building, or property;
- Pedestrian claims – if someone is hit or injured by the bus;
- Boarding/alighting injuries – e.g., someone slips while getting off the bus.

4.1.3 The successful bidder(s) shall therefore provide proof of public liability cover by the first day of commencement of the contract.

4.1.4 The extent of the Public liability cover should be such that it will cover all possible claims as indicated in 4.1.2



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5 The rights of the Department

5.1 The Department reserve the right to:

5.1.1 Appoint more than one service provider.

5.1.2 Negotiate a flat rate across all appointed service providers.

5.1.3 Negotiate the allocation of routes, where no bids or no responsive bids were received, with successful bidders in other routes.

5.1.4 Re-advertise the complete tender should negotiations for the allocation of non-responsive routes with successful bidders in other routes, be unsuccessful.

5.1.5 Change or alter the pick-up points in order to streamline operational needs.

5.1.6 Direct the services of the successful bidder to remain on site for the duration of official working hours.

5.1.7 Determine or alter times of arrival or departing from Glen.

5.1.8 Direct transportation of staff to an alternative venue, e.g. to a place where a “Health-Walk” or “Year-end-Function” will occur. In such cases, the service provider(s) will be entitled to claim kilometres travelled.

5.1.9 Suspend the transport service, e.g. When DARD declares compulsory leave, or when it is not cost effective to allow use of buses. In such a case, the service provider shall be entitled to claim monthly retainer fee (fixed costs) per bus even if the bus did not travel for the month.

5.1.10 Impose penalties on the service provider in cases of non-compliance which will find expression in the service level agreement (See par 11).

5.1.11 Cancel the contract completely where it is evident that the service provider is unable to comply with terms and conditions of the contract.

5.1.12 Negotiate additional or alternative transport and transport requirements with the appointed service provider(s) in the event of change to the current staff transportation requirements or circumstances (e.g. increase/decrease vehicle



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passenger capacity; installation of ramp). The agreement in this regard will be deduced in writing and duly signed by the department and the service provider(s).

5.1.13 Withhold payment where there is suspicion of discrepancies.

5.1.14 Negotiate the extension of the contract according to Treasury regulations.

6 The rights of the service provider

6.1 The appointed service provider has a right:

6.1.1 When buses are not required to operate as prescribed, may deploy them for other purposes including private hire, other than contractual trips,

6.1.2 Such private commitments shall however neither relieve the service provider of scheduled departmental trips nor result in lowering of service standards.

6.1.3 To claim monthly retainer fee (fixed costs) per bus even if the bus did not travel for the month due to reasons as indicated in 5.1.9.

7 Processing of monthly claims

7.1 The service provider shall be paid for:

7.1.1 The predetermined monthly retention fee (fixed cost) per bus, and the

7.1.2 Actual monthly kilometres travelled or claimed per bus in accordance with the determined rate/km.

7.1.3 Actual monthly kilometres travelled (or standardized return kilometres per day) shall exclude kilometres travelled from the depot to the pick-up point.

7.1.4 Accordingly, kilometres travelled from the drop-off point to the depot shall also not be claimed.

7.2 The service provider shall keep a log sheet per bus and submit with the invoice for payment claim.

7.3 The department shall standardise the log sheet (template) and provide to service providers for compliance.



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- 7.4 Based on submitted logs, the department have a right to verify the authenticity of claims/logs received.

8 Commuters

- 8.1 The service will be used for the officials of the Department of Agriculture and Rural Development and other Government Institutions based in Glen.
- 8.2 No collection of any payment from any passenger in the bus, as fares are managed by the Finance Unit of DARD.

9 Bus controllers

- 9.1 The DARD will appoint Bus Controllers per bus.
- 9.2 Appointments will be made from commuters, restricted to DARD employees.
- 9.3 Bus Controllers will maintain order and control in the busses. They shall have access to the bus-drivers, their employer(s), and Asset and Fleet Management delegate for any enquiries, communication, and/or reporting purposes.
- 9.4 TOR of Bus Controllers will be reviewed and made available from time to time.

10 Fleet Management

- 10.1 A delegated official(s) from Asset and Fleet Management shall be responsible for conducting inspections or monitoring to ensure compliance with the agreement.
- 10.2 The service provider(s) may be directed, on reasonable grounds, to take the vehicle to any accredited dealer for inspections other than compliance road worthy tests. The service provider will carry the cost of the inspection based on reasonable grounds being established.
- 10.3 Delegated officials will inspect service provider(s)' depot from time-to-time.

11 Service Level Agreement

- 11.1 Prior to the commencement of the contract, the service provider(s) shall enter into a service level agreement with the Department.



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12 Declaration of interest

- 12.1 Where a Shareholder/Member/Individual/Director has an interest in any other company that is participating in this bid, they must disclose taking into consideration the provisions of SBD4 and failure to do so will result in disqualification.
- 12.2 List of Shareholding/membership/directorship by Name of business, Position occupied and percentage of shareholding in the business.
- 12.3 Shareholder/Member/Individual/Director are forbidden to represent/bid for more than 1 (one) business either directly or indirectly.
- 12.4 Failure to comply with the above shall disqualify your bid.

13 Fee Structures/Pricing Schedules

- 13.1 In order to evaluate all bids on the same basis, bidders are to complete the fee structures/pricing schedule attached to this bid document for the routes tendered for, correctly and in full. It will form part of the overall costing and evaluation of this bid.
- 13.2 Prices will be fixed for the contract period of twelve (12) months.

14 Period of Contract

- 14.1 The staff transport service contract will be running for a period of twelve (12) months from the date of commencement of the contract

15 BRIEFING SESSION

- 15.1 A non-compulsory briefing session will be held as follows:

No	DISTRICT	TOWNS/PLACE	DATE	TIME	VENUE
1	Mangaung Metro	Glen	22 July 2025	10:00	Glen Inn

16 SUBMISSION OF BID DOCUMENT/S

- 16.1 Completed bid documents should be sealed, clearly marked DARD/RFB 01/2025/2026 and deposited in the bid box at the address stated in the invitation

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on or before 11:00 on Friday, 01 August 2025 which is accessible Monday to Friday at Admin Building on the Ground Floor. Bidders are to ensure that all mandatory documents as well as all pages of the tender document are attached.

17 OPENING OF THE BID BOX

17.1 Bid documents will be opened publicly immediately on closing date and time stipulated. No faxed and e-mailed bids will be accepted. The bid box shall be locked at exactly 11:00. Bids delivered after the above-mentioned stipulated time and date will not be considered.

18 COMPILATION OF DOCUMENT

18.1 All documents should be completed with black ink on the date and time of submission.

18.1.1 Kindly take note of the following attached documentations:

- | | |
|------------|--|
| Section 1: | Standard Bidding Documents |
| Section 2: | Special Conditions of Contract |
| Section 3: | General Conditions of Contract |
| Annexures: | Route specific information and pricing schedules |
| | A. Botshabelo and Thaba Nchu |
| | B. Hoffman Square Bloemfontein |



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19 EVALUATION PROCESS

19.1 The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI
Administrative compliance	Functionality requirements	Price and Specific goals (Price include Total Cost of Ownership)	Recommendation and Awarding	Negotiations	Signing of letters of acceptance and contracts
Compliance With Mandatory Bid Requirements Mandatory 1. None; Verification of returnable documents: During this evaluation phase compliance in terms of all applicable returnable documents will be verified.	Bids will be assessed to verify bidders'/ capability and ability to execute the contract based on functionality assessment.	Bids are evaluated in terms of the 80/20 preference system with 80 the maximum points allocated for price and 20 points the maximum points allocated for specific goals.	Recommendation and appointment of bidder(s).	Bids will be negotiated.	Service Providers will be requested to sign contracts and other important documents for the contract.



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19.2 PHASE I: Administrative Compliance

During this phase Bidders' response will be evaluated based on the **administrative** requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the criteria and conditions will be disqualified.

19.2.1 Registration on Central Supplier Database

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to [Register user - Central Supplier Database Application](https://secure.csd.gov.za/) (<https://secure.csd.gov.za/>) to register your company. Ensure that all documentation on the database is updated and valid.

A Central Supplier Database Registration Report and not Registration Summary Report for preferably within a month prior to the closing date must be submitted by bidders.

- a) Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)
- b) Complete your registered CSD vendor number on the checklist.
- c) Provide CSD registration report inclusive of the CSD Registration Number.
- d) Valid Tax Clearance Certificate or Tax Compliance Status pin
- e) Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax Clearance Certificate or valid tax compliance status pin.

19.2.2 Tax Compliance

Bidder(s) must be compliant when submitting a bid to the Free State Provincial Government and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

19.2.3 Consortia/Joint Ventures/Sub-contractors

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through



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the CSD.

In bids where consortia/joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate/pin/csd number.

19.3 PHASE II: Functionality

19.3.1 Functionality Evaluation as per the Special Conditions of Contract

Functionality will be evaluated on the basis of the responses on the Functionality schedule and supporting documentation supplied by the Bidders as per Table 1 below.

The Functionality is specific for each route and is given in the Annexures for the route.

19.3.2 Bids will be evaluated in terms of the **Preferential Procurement Regulation, 2022** and the bid evaluation criteria stipulated in this section.

19.3.3 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Special Conditions of Contract. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

19.3.4 The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or it may be decided to rate bidders collectively by allocating the specified points indicated.

19.3.5 Functionality scores per criterion will be added. Only Bidders that have met or exceeded the minimum threshold of **70 points** on phase 1 for functionality will be evaluated and scored in terms of phase 2 of the technical/functionality evaluation as indicated in the functionality schedule.

19.3.6 Any proposal not meeting the minimum score of **70 points** on phase 1 of the technical/functionality evaluation will be disqualified and phase 2 for inspection of the depot and fleet will not be evaluated.

19.3.7 Only Bidders that have met or exceeded the minimum threshold of **30 Points** phase 2 for functionality will be evaluated and scored in terms of the pricing and specific goals as indicated in SBD 6.1.



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19.3.8 Any proposal not meeting the minimum score of **30** Points on phase 2 on the technical/functionality evaluation will be disqualified and the financial proposal will not be considered.

19.4 PHASE III: Evaluation of Price and Specific goals

19.4.1 Pricing

The pricing schedule and returnable schedules must be completed in full. The different routes i.e. Thaba Nchu-Botshabelo and Hoffman Square Bloemfontein will be evaluated separately.

19.4.2 Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2022:

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

19.4.3 A maximum of 20 points may be allocated to a Bidder for attaining the specific goals as claimed in SBD 6.1.

The specific goals for this project are given in Table 1 of SDB6.1

19.4.4 Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted relevant and valid supporting documentation indicating the level of ownership of the different categories of previously disadvantaged individuals will be considered for preference points.

19.4.5 Failure on the part of the Bidder to comply with paragraph 19.4.4, above will be deemed that preference points are not claimed and will therefore be allocated a zero (0) under the relevant specific goals.

19.4.6 The State may, before a bid is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to specific goals.

19.4.7 The points scored for specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.



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19.4.8 In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest number of preference points for specific goals.

19.4.9 However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for specific goals, the contract will be awarded to the Bidder scoring the highest for functionality.

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

19.4.11 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

19.5 **Phase IV: Recommendation and Awarding**

19.5.1 **Adjudication of the Bids**

19.5.1.1 The number/allocation of service providers will be determined by the Accounting Officer. DARD: FS reserves its right at its sole discretion depending on the strength of each bid and the requirements of the tender to award to more than one service provider.

19.5.1.2 The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: DARD FS.

19.5.2 **Award of Contract**

19.5.2.1 The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal and other media in which the bid was advertised. Due to the cost and other implications, names of successful bidders will only be availed on request.

19.5.2.2 FSDARD retain the right to appoint more than one service provider.

19.6 **Phase V: Negotiations**

19.6.1 The Government reserves the right to negotiate prices with shortlisted bidders in order to arrive at an acceptable flat rate per item. The pre-determined AA related prices will be used as a baseline during the evaluation process.

19.7 **Phase VI: Signing of letters of acceptance and contracts**

19.7.1 Contracts and appointment letters will be prepared for service provider that agreed and signed contract.



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20 NON-COMMITMENT

- 20.1 The right is reserved not to accept any of the bid responses submitted.
- 20.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

21 VERIFICATION OF BIDDERS

- 21.1 At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

22 JOINT VENTURE AGREEMENTS

- 22.1 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein and outline the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 22.2 In terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act 5 of 2000, a trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 22.3 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 22.4 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive. Kindly complete the attached joint venture returnable document available under returnable documents.
- 22.5 Entities are allowed to form different Joint Ventures or Consortia for different routes tendered for. Necessary documentation must be supplied for all different Joint Ventures or Consortia, if applicable.



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23 FRONTING

- 23.1 The DARD supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DARD does not support any form of fronting.
- 23.2 The DARD, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiates the necessary enquiries/investigations to determine the accuracy of the representation made in this RFB bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by FSDARD may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the FSDARD may have against the bidder concerned.

24 CONFIDENTIALITY

- 24.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified of the outcome of the bid.
- 24.2 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Provincial Government, except where authorized in writing to do so.
- 24.3 DARD: FS agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required by law.

25 AGREEMENTS

- 25.1 The Service Provider(s) will be expected to sign a Service Level Agreement with the Department. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of



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Contract (SCC).

- 25.2 Should funds no longer be available to pay for the execution of the responsibilities of Bid DARD/RFB 01/2025/2026, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

26 SETTLEMENT OF DISPUTES

- 26.1 Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract.

27 OFFICIALS PROHIBITED FROM SUBMITTING BIDS

- 27.1 In accordance with regulation 13(c) of Public Service Regulation of 2016, an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

28 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 28.1 The validity (binding) period for the bid will be 120 days from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

29 ACCEPTANCE OF THE SPECIAL CONDITIONS OF CONTRACT AND GENERAL CONDITIONS OF CONTRACT

- 29.1 Failure to accept the Special Conditions of Contract and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.



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29.2 The Bidder must complete the Following

I _____ in my capacity as _____ of the

Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE

CAPACITY

Contact person of company: _____

Tel. of company: (____) _____



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30 APPROVAL OF TENDER DOCUMENT

- 30.1 It is hereby recommended that approval is granted for Tender: “DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK., to be advertised.

Submitted by: <hr/> Mr. SW van der Merwe Chairperson: Bid Specification Committee DATE: _____	Supported / Not Supported <hr/> Mr. T Matshaba Director: Supply Chain Management DATE: _____
Recommended / Not Recommended <hr/> Ms. F. Claassen Act. CFO DATE: _____	Approved / Not Approved <hr/> Mr. T Mabilo Acting Head of Department DATE: _____



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SECTION 3



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- GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

- NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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



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General Conditions of Contract

1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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 sub bidders) 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.</p> <p>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.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p>
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	<p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>



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5 Use of contract documents and information; inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty



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	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 bidder 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.



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9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none">(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.



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	<p>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.</p>
14. Spare parts	<p>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:</p> <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(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	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p>



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	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 subbidder(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



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	<p>ratified by the parties by amendment of contract.</p> <p>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.</p>
	<p>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.</p>
	<p>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.</p> <p>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.</p>
22. Penalties	<p>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.</p>
23. Termination for default	<p>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:</p> <ul style="list-style-type: none"> (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.



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	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.
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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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. ForceMajeure	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. Terminationfor 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



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	<p>consultation.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>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 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.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>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</p>



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	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 relationshipand 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 publicsector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.



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ANNEXURE A:

BOTSHABELO AND

THABA NCHU



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Free State Department of Agriculture and Rural Development
CONTRACT: DARD/RFB 01/2025/2026

**OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS,
FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK**

Special conditions of contract applicable to all routes is available under Section 2 of the document. Tenderers must read Section 2 of the document together with the information contained in the Annexures for the specific route tendered for.

1. TYPE OF SERVICE REQUIRED SPECIFIC TO THE ROUTE

- a) Provision of buses outsourced for transportation of employees that reside in the areas of Botshabelo and Thaba Nchu to Glen.
- b) Two (2) 32–36-seater busses and one (1) x 32–36-seater bus will be required by the department for the Botshabelo and Thaba Nchu pick-up points respectively.
- c) The pickup / drop off points will be one (1) centralised point for Botshabelo and one (1) centralised point for Thaba Nchu. The route per bus shall be finalised on appointment of service-provider, based on pick-up point so determined by management. Future deviations from any route shall be by consent of parties (or their representatives) to the agreement.

2. FUNCTIONALITY

Functionality will be evaluated on the basis of the responses on the Functionality schedule and supporting documentation supplied by the Bidders as per Table 1 below.

The Functionality is specific for each route and must be completed for each of the routes tendered for in order to be able to claim functionality points under the specific route.

Read together with par. 19.3 in Section 2 of the document.



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Table 1: Functionality schedule

PHASE 1				
CRITERIA	GUIDELINE FOR EVALUATION CRITERIA APPLICATION	MEANS OF VERIFICATION	POINTS	
CAPACITY	Bidders to provide proof of current capacity to provide the required bus transport services as per specifications.	<ul style="list-style-type: none"> Attach CV's of key personnel and attach Driver's licenses and PDP's to CV's of drivers. If Mechanic / technical inspector is not available in-house attach a service agreement with a reputable mechanical workshop. 		20
	Managing Director		2	
	Accountant		2	
	Mechanic / technical inspector or Service agreement with reputable mechanical workshop		4	
	Drivers (The number of drivers' documents submitted must correspond with the number of busses bid for. If less documents are submitted points will be reduced proportionately).	Points will only be allocated for key personnel for which CV's are attached and proportionately for drivers vs busses bid for. (See Form F1)	12	20
	Busses available for the contract: Complete Form F2 under returnable documents, indicating busses available for the contract	Attach registration documents (in the case of existing busses) or consent letters (in the case of new busses).		
	No busses	No points will be allocated for busses other than 32 – 36 seaters or busses which are not meeting the minimum standards as indicated in the specifications.	0	
	1 bus; 32 – 36-seater conforming to the minimum specifications	(See Form F2)	5	
	2 busses; 32 – 36-seaters conforming to the minimum specifications		10	
	3 busses; 32 – 36-seaters conforming to the minimum specifications		20	
ABILITY	Demonstration of competency to render the required bus transport service:	Attach valid operating permit(s) which include the Botshabelo and Thaba Nchu – Glen route.		10
	No operating permits		0	
	Operating permits (existing)	(See Form F3)	10	
	Similar project(s) undertaken or completed within the past 5 years.	Attach certified or original copy(ies) of verifiable contract(s), appointment letter(s) or purchase order(s), which indicate the contract value explicitly .		30
	The value of project(s) undertaken or completed during the past 5 years.	The value used for allocation of points will be the combined value of projects undertaken or completed within the last five (5) years.		
	R0 – R 100,000		0	
	R100,001 – R500,000		10	
	R500,001 – R1,500,000		20	
	R1,500,001+	(See Form F4)	30	



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FINANCIAL CAPACITY	Demonstrate the financial capacity to render the required bus transport service	Attach proof of financial capacity: • Credit letter from a registered service provider and/or a credit agreement or equivalent, • Amount that the supplier qualifies for, • Signed or stamped by the institution. (See Form A4 under returnable documents)		10
	< R 80 000		0	
	R 80 000 – R 200 000		4	
	R 200 001 – R 300 000		8	
	> R 300 000		10	
LOCALITY	The contractor has an established office situated in the Free State.	Municipal rates and / or valid lease agreement with landlord's municipal rates not older than 3 months. (See Form F5)		10
	No attachment		0	
	Yes (Thaba Nchu or Botshabelo based with evidence attached)		10	
TOTAL			100	
PHASE 2				
INSPECTION OF THE SERVICE PROVIDER'S DEPOT(S) AND AVAILABLE FLEET	To be completed by DARD: FS officials only	Officials of the DARD: FS will conduct pre-arranged inspections of the depot and fleet that the service provider will be using, and evaluate the depot and available fleet according to a standard rubric (See Forms 6 & 7)		40
	Depot(s) inspection (Depot within the service area which is Mangaung metro)		20	
	Vehicle inspection (Existing busses and see note Form F7 on new busses inspection)		20	
TOTAL			40	

NOTE:

- a) In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned. The functionality is divided in two phases of which phase 1 relate to capacity, ability and locality and phase 2 relate to inspection of the depot and fleet.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____



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3. RETURNABLE DOCUMENTS

Botshabelo and Thaba Nchu

Notes to tenderer:

- 1) *This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules.*

FORM NO	FORM NAME	COMPLETED?
	Company Authority Documents & Resolutions	
BOT&THA-A1	Joint venture agreement	
	Returnable Documents pertaining to the Contract	
BOT&THA-PS	Pricing Schedule*	

* COMPULSORY



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK.

FORM BOT&THA-A1: JOINT VENTURE AGREEMENT (if applicable)

Note: In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement.

IN CASE OF A CONSORTIUM/ JOINT VENTURE/ SUB-CONTRACTOR CONCERN:

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor's Names.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

NAME		SIGNATURE	DATE



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK.

FORM BOT&THA-PS PRICING SCHEDULE

Pricing instructions:

- Failure to complete the pricing schedule in full will disqualify the bid for this particular route. All items in the pricing schedule should be priced except where indicated "FOR OFFICE USE".
- Read instructions carefully and complete the pricing schedule as per the instructions.
- Where standardized figures are provided in the pricing schedule, use the standardized figures
- Read together with par. 13 in the Special Conditions of Contract.

Complete:

Annexure A1: PRICING SCHEDULE: BOTSHABELO AND THABA NCHU – 32-36 SEATER BUS

Annexure A2: COST SUMMARY FOR CONTRACT PERIOD OF TWELVE (12) MONTHS:
BOTSHABELO AND THABA NCHU

ANNEXURE A1

PRICING SCHEDULE BOTSHABELO AND THABA NCHU – 32-36 SEATER BUS									
A	B	C	D	E	F	G	H	I	J
Estimated Standardised Return km/day	Estimated official working days/month	Tariff/km (R) ^(a)	Monthly Running Costs (incl. VAT) [AB X C]	Fixed Costs (Retainer)/Month (incl. VAT) ^(b)	Total Monthly Cost/bus (incl. VAT) [D + E]	Months in year	Total Annual Cost/bus (incl. VAT) [F X G]	Number of busses required	Total Annual Cost (incl. VAT) [H X I]
151 ^(c)	22					12		3	
A X B = 3 322 (AB)		R	R	R	R		R		R
NAME OF BIDDER/COMPANY [including company stamp (if available)]					SIGNATURE	DATE	company stamp		
NAME OF COMPANY REPRESENTATIVE									
POSITION:									
FOR OFFICE USE									
A	B	C	D	E	F	G	H	I	J
Standardised Return km/day	Estimated official working days/month	Tariff/km (R)	Monthly Running Costs (incl. VAT) [AB X C]	Fixed Costs (Retainer)/Month (incl. VAT)	Total Monthly Cost/bus (incl. VAT) [D + E]	Months in year	Total Annual Cost/bus (incl. VAT) [F X G]	Number of busses allocated	Total Annual Cost (incl. VAT) [H X I]
.....	22	.....	.....	.....	.....	12	.....	.....	.....
.....		R	R	R	R		R		R

- (a) **Tariff/km (R):** Insert the operational or variable cost under column C, expressed as cost per kilometre.
- (b) **Fixed Costs (R):** Insert the fixed cost per month, i.e. costs per bus even if it is not driving, under column E. Fixed costs can include costs such as salaries, depots, licensing, etc.
- (c) **Estimated Standardised Return km/day:** The estimated standardised return km / day is calculated as the average kilometres travelled per bus based on one (1) bus travelling from Thaba Nchu and two (2) busses travelling from Botshabelo to Glen and back per day.

**ANNEXURE A2****Cost Summary for contract period of twelve (12) months: Botshabelo and Thaba Nchu**

Bus type	Amount (Total Annual Cost (incl. VAT))	Reference
32-36 SEATER		Booked over from Annexure A1; Column J
Total Tender Value: Botshabelo and Thaba Nchu route		

NB. The Botshabelo and Thaba Nchu route will be evaluated separately from the other route.



ANNEXURE B:

HOFFMAN SQUARE

BLOEMFONTEIN



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

Free State Department of Agriculture and Rural Development
CONTRACT: DARD/RFB 01/2025/2026

OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

Special conditions of contract applicable to all routes is available under Section 2 of the document. Tenderers must read Section 2 of the document together with the information contained in the Annexures for the specific route tendered for.

1. TYPE OF SERVICE REQUIRED SPECIFIC TO THE ROUTE

- a) Provision of buses outsourced for transportation of employees that reside in the area of Hoffman Square Bloemfontein to Glen.
- b) Four (4) x busses namely, one (1) x 60-65 seater bus and three (3) x 32-36 seater busses will be required by the department for the Hoffman Square Bloemfontein route.
- c) The pickup / drop off point will be one (1) centralised point for Bloemfontein (Hoffman Square). The route per bus shall be finalised on appointment of service-provider, based on pick-up point so determined by management. Future deviations from any route shall be by consent of parties (or their representatives) to the agreement.

2. FUNCTIONALITY

Functionality will be evaluated on the basis of the responses on the Functionality schedule and supporting documentation supplied by the Bidders as per Table 1 below.

The Functionality is specific for each route and must be completed for each of the routes tendered for in order to be able to claim functionality points under the specific route.

Read together with par. 19.3 in Section 2 of the document.



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

Table 1: Functionality schedule

PHASE 1				
CRITERIA	GUIDELINE FOR EVALUATION CRITERIA APPLICATION	MEANS OF VERIFICATION	POINTS	
CAPACITY	Bidders to provide proof of current capacity to provide the required bus transport services as per specifications.	<ul style="list-style-type: none"> Attach CV's of key personnel and attach Driver's licenses and PDP's to CV's of drivers. If Mechanic / technical inspector is not available in-house attach a service agreement with a reputable mechanical workshop. 		20
	Managing Director		2	
	Accountant		2	
	Mechanic / technical inspector or Service agreement with reputable mechanical workshop		4	
	Drivers (The number of drivers' documents submitted must correspond with the number of busses bid for. If less documents are submitted points will be reduced proportionately).	Points will only be allocated for key personnel for which CV's are attached and proportionately for drivers vs busses bid for. (See Form F1)	12	20
	Busses available for the contract: Complete Form F2 under returnable documents, indicating busses available for the contract	Attach registration documents (in the case of existing busses) or consent letter (in the case of new busses).		
	No busses	No points will be allocated for busses other than 32 – 36 seaters or 60 – 65 seaters or busses which are not meeting the minimum standards as indicated in the specifications. (See Form F2)	0	
	1 bus; only 32 – 36 seater conforming to the minimum specifications		4	
	2 busses; only 32 – 36 seaters conforming to the minimum specifications OR 1 bus: only 60 – 65 seater conforming to the minimum specifications		8	
	3 busses; only 32 – 36 seaters conforming to the minimum specifications OR 2 busses; one (1) being a 60 – 65 seater and one (1) being a 32 – 36 seater, both conforming to the minimum specifications		12	
	3 busses; one (1) being a 60 – 65 seater and two (2) being 32 – 36 seaters, all conforming to the minimum specifications		16	
	4 busses of which one (1) is a 60 – 65 seater, and three (3) being 32 – 36 seaters, all conforming to the minimum specifications.		20	



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ABILITY	Demonstration of competency to render the required bus transport service:	Attach valid operating permit(s) which include the Hoffman Square Bloemfontein to Glen route.		10	
	No operating permits		0		
	Operating permits (existing)		10		
	Similar project(s) undertaken or completed within the past 5 years.	Attach certified or original copy(ies) of verifiable contract(s), appointment letter(s) or purchase order(s), which indicate the contract value explicitly .	The value used for allocation of points will be the combined value of projects undertaken or completed within the last five (5) years.		30
	The value of project(s) undertaken or completed during the past 5 years.				
	R0 – R100,000				
	R100,001 – R500,000				
	R500,001 – R1,500,000				
R1,500,001+	(See Form F4)	30			
FINANCIAL CAPACITY	Demonstrate the financial capacity to render the required bus transport service	Attach proof of financial capacity: <ul style="list-style-type: none">Credit letter from a registered service provider and/or a credit agreement or equivalent,Amount that the supplier qualifies for,Signed or stamped by the institution. (See Form A4 under returnable documents)		10	
	< R 130 000		0		
	R 130 000 – R 250 000		4		
	R 250 001 – R 350 000		8		
	> R 350 000		10		
LOCALITY	The contractor has an established office situated in the Free State.	Municipal rates and / or valid lease agreement with landlord's municipal rates not older than 3 months.		10	
	No attachment		0		
	Yes (Bloemfontein based with evidence attached)		10		
TOTAL			100		
PHASE 2					
INSPECTION OF THE SERVICE PROVIDER'S DEPOT(S) AND AVAILABLE FLEET	To be completed by DARD: FS officials only	Officials of the DARD: FS will conduct pre-arranged inspections of the depot and fleet that the service provider will be using, and evaluate the depot and available fleet according to a standard rubric (See Forms 6 & 7)		40	
	Depot(s) inspection (Depot within the service area which is Mangaung metro)		20		
	Vehicle inspection (Existing busses and see note Form F7 on new busses inspection)		20		
TOTAL			40		

NOTE:

- a) In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned. The functionality is divided in two phases of which phase 1 relate to capacity, ability and locality and phase 2 relate to inspection of the depot and fleet.



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Tenderer



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

3. RETURNABLE DOCUMENTS

Hoffman Square Bloemfontein

Notes to tenderer:

- 1) *This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules.*

FORM NO	FORM NAME	COMPLETED?
	Company Authority Documents & Resolutions	
BFN-A1	Joint venture agreement	
	Returnable Documents pertaining to the Contract	
BFN-PS	Pricing Schedule*	

* COMPULSORY



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

FORM BFN-A1: JOINT VENTURE AGREEMENT (if applicable)

Note: In the event of a Joint Venture, attach to this form a signed and properly completed Joint Venture Agreement.

IN CASE OF A CONSORTIUM/ JOINT VENTURE/ SUB-CONTRACTOR CONCERN:

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

7. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
8. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
9. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
10. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
11. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
12. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor's Names.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

NAME		SIGNATURE	DATE



DARD/RFB 01/2025/2026: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF TWELVE (12) MONTHS, FROM CENTRAL PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

FORM BFN-PS PRICING SCHEDULE

Pricing instructions:

- Failure to complete the pricing schedule in full will disqualify the bid for this particular route. All items in the pricing schedule should be priced except where indicated "FOR OFFICE USE".
- Read instructions carefully and complete the pricing schedule as per the instructions.
- Where standardized figures are provided in the pricing schedule, use the standardized figures
- Read together with par. 13 in the Special Conditions of Contract.
- Pricing schedule for both the 32 – 36 seater and the 60 – 65 seater must be completed.

Complete:

- Annexure B1:** PRICING SCHEDULE: HOFFMAN SQUARE BLOEMFONTEIN – 32-36 SEATER BUS
- Annexure B2:** PRICING SCHEDULE: HOFFMAN SQUARE BLOEMFONTEIN – 60-65 SEATER BUS
- Annexure B3:** COST SUMMARY FOR CONTRACT PERIOD OF TWELVE (12) MONTHS:
HOFFMAN SQUARE BLOEMFONTEIN



ANNEXURE B1

PRICING SCHEDULE HOFFMAN SQUARE BLOEMFONTEIN – 32-36 SEATER BUS									
A	B	C	D	E	F	G	H	I	J
Estimated Standardised Return km/day	Estimated official working days/month	Tariff/km (R) ^(a)	Monthly Running Costs (incl. VAT) [AB X C]	Fixed Costs (Retainer)/Month (incl. VAT) ^(b)	Total Monthly Cost/bus (incl. VAT) [D + E]	Months in year	Total Annual Cost/bus (incl. VAT) [F X G]	Number of busses required	Total Annual Cost (incl. VAT) [H X I]
70	22					12		3	
A X B = 1 540 (AB)		R	R	R	R		R		R
NAME OF BIDDER/COMPANY [including company stamp (if available)]					SIGNATURE	DATE	company stamp		
NAME OF COMPANY REPRESENTATIVE									
POSITION:									
FOR OFFICE USE									
A	B	C	D	E	F	G	H	I	J
Standardised Return km/day	Estimated official working days/month	Tariff/km (R)	Monthly Running Costs (incl. VAT) [AB X C]	Fixed Costs (Retainer)/Month (incl. VAT)	Total Monthly Cost/bus (incl. VAT) [D + E]	Months in year	Total Annual Cost/bus (incl. VAT) [F X G]	Number of busses allocated	Total Annual Cost (incl. VAT) [H X I]
.....	22	.....	.....	.....	.....	12	.....	.....	.....
.....		R	R	R	R		R		R

- a) **Tariff/km (R):** Insert the operational or variable cost under column C, expressed as cost per kilometre.
b) **Fixed Costs (R):** Insert the fixed cost per month, i.e. costs per bus even if it is not driving, under column E. Fixed costs can include costs such as salaries, depots, licensing, etc.



ANNEXURE B2

PRICING SCHEDULE HOFFMAN SQUARE BLOEMFONTEIN – 60-65 SEATER BUS									
A	B	C	D	E	F	G	H	I	J
Estimated Standardised Return km/day	Estimated official working days/month	Tariff/km (R) ^(a)	Monthly Running Costs (incl. VAT) [AB X C]	Fixed Costs (Retainer)/Month (incl. VAT) ^(b)	Total Monthly Cost/bus (incl. VAT) [D + E]	Months in year	Total Annual Cost/bus (incl. VAT) [F X G]	Number of busses required	Total Annual Cost (incl. VAT) [H X I]
70	22					12		1	
A X B = 1 540 (AB)		R	R	R	R		R		R
NAME OF BIDDER/COMPANY [including company stamp (if available)]					SIGNATURE	DATE	company stamp		
NAME OF COMPANY REPRESENTATIVE									
POSITION:									
FOR OFFICE USE									
A	B	C	D	E	F	G	H	I	J
Standardised Return km/day	Estimated official working days/month	Tariff/km (R)	Monthly Running Costs (incl. VAT) [AB X C]	Fixed Costs (Retainer)/Month (incl. VAT)	Total Monthly Cost/bus (incl. VAT) [D + E]	Months in year	Total Annual Cost/bus (incl. VAT) [F X G]	Number of busses allocated	Total Annual Cost (incl. VAT) [H X I]
.....	22	.....	.....	.....	.....	12	.....	.....	.....
.....		R	R	R	R		R		R

- a) **Tariff/km (R):** Insert the operational or variable cost under column C, expressed as cost per kilometre.
b) **Fixed Costs (R):** Insert the fixed cost per month, i.e. costs per bus even if it is not driving, under column E. Fixed costs can include costs such as salaries, depots, licensing, etc.



ANNEXURE B3

Cost Summary for contract period of twelve (12) months: Hoffman Square Bloemfontein

Bus type	Amount (Total Annual Cost (incl. VAT))	Reference
32-36 SEATER		Booked over from Annexure B1; Column J
60-65 SEATER		Booked over from Annexure B2; Column J
Total Tender Value: Hoffman Square Bloemfontein route		

NB. The Hoffman Square Bloemfontein route will be evaluated separately from the other route.