



DARD/RFT04/2021: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF THREE (3) YEARS, FROM VARIOUS PICK UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

INVITATION TO BID

FREE STATE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

BID DOCUMENT

BID NUMBER: DARD/RFT04/2021

**OUTSOURCED STAFF TRANSPORT FOR A
PERIOD OF THREE (3) YEARS, FROM
VARIOUS PICK-UP POINTS TO THEIR WORK
PLACE AT GLEN AND BACK.**

Non-compulsory briefing session:
Closing Date:

28 June 2021
16 July 2021



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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

- ❖ Invitation to Bid (SBD 1)
- ❖ Declaration of Interest (SBD 4)
- ❖ Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017 (SBD 6.1)
- ❖ Declaration of Bidder's past SCM Practices (SBD 8)
- ❖ Certificate of Independent Bid Determination (SBD 9)
- ❖ Proof of the following documentation will be required:

Mandatory documents (failure to submit these documents will disqualify the bid)

- Certificated copy of B-BBEE certificate OR sworn Affidavit;
- Pricing schedule (Bidders are required to indicate their pricing schedule in accordance with the Annexures, reflecting total cost per bus, per month, per year, over three-year period and number of busses tendering).
- Certificate or Letter of Good Standing for the Compensation for Occupational Injuries and Diseases Act (COIDA)

Non-mandatory documents

- Original valid tax clearance certificate, or PIN;
- Certified company registration certificate (CK1); plus other relevant registration documents;
- Certified ID copy(s) of director(s);
- CSD Registration Report.

SECTION 2

- ❖ Special Conditions of Contract (SCC)

SECTION 3

- ❖ General Conditions of Contract (GCC)- not to be returned as part of the submission

Annexure D

- ❖ Joint Venture or a Consortium



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Supply Chain Management Enquiries

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Technical Enquiries

Ms. Elizabeth Betty Seate
Manager: Asset and Fleet Management
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INVITATION TO BID

1. Bids are hereby invited for the above mentioned services.
2. Bids must be in sealed envelopes subscribed "Bid No. **DARD/RFT04/2021: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF THREE (3) YEARS, FROM VARIOUS PICK-UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK.**
3. Separate envelopes must be used for each bid invitation.
4. 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**

5. Bids must be posted to reach the addressee strictly not later than **11h00 on 16 July 2021**
6. Bids delivered by hand must be placed in the bid box not later than **11h00 on 16 July 2021** at the street address mentioned below:

**Free State Department of Agriculture and Rural Development
Administration Building
Gielie Joubert Street
GLEN**



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BID SUBMISSION CHECKLIST

Bidders are required to complete the following checklist and to submit it with their bids:
Please note that all the information listed below should be included in the bid.

		COMPLIANT? (TICK ☒ IN APPROPRIATE BOX)	
NO	REQUIREMENT	YES	NO
1	SECTION 1		
1.1	Standard Bidding Documents:		
SBD 1	Invitation		
SBD 4	Declaration Of Interest		
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017		
SBD 8	Bidders Past Supply Chain Practices		
SBD 9	Certificate of Independent Bid Determination		
2	SECTION 2		
2.1	Special Conditions of Contract (SCC)		
3	SECTION 3		
3.1	General Conditions of Contract (GCC)		
4.	ATTACHMENTS		
5.1	Identification copies		
5.2	Company's registration, CK document		
5.3	Valid and original Tax Clearance Certificate/ Tax Compliance Status Pin		
5.4	CSD Registration number (Summary Report)		
Annexure A1	First Year: Pricing Schedule 32 – 35 Seater Bus		
Annexure A2	Second Year: Pricing Schedule 32 – 35 Seater Bus		
Annexure A3	Third Year: Pricing Schedule 32 – 35 Seater Bus		
Annexure B	Details of bidders depot and busses		
Annexure C1	Depot Inspection rubric for Functionality		
Annexure C2	Busses inspection rubric for Functionality		
Annexure C3	Formula for calculation of functionality scores rubric for depot and busses inspection		
Annexure D	Joint Venture/Consortium agreement		



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SECTION 1



DARD/RFT04/2021: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF THREE (3) YEARS, FROM VARIOUS PICK UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD/RFT04/2021	CLOSING DATE:	16 July 2021	CLOSING TIME:	11:00am
DESCRIPTION	DARD/RFT04/2021: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF THREE (3) YEARS, FROM VARIOUS PICK UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Postal Address: Free State Department of Agriculture and Rural Development			Or	Street Address: Free State Department of Agriculture and Rural Development	
Private Bag X02			Gielie Joubert Streets		
Bloemfontein			Tender Box situated at the ground Floor		
9300			Admin Building, Bloemfontein		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Fikile Khumalo		CONTACT PERSON	Ms. Elizabeth Betty Seate	
TELEPHONE NUMBER	051 861 8793/060 977 2535		TELEPHONE NUMBER	+27 66 025 3885	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	khumalof@dard.gov.za		E-MAIL ADDRESS	seatefe@dard.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	MAAA



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			No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
- ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	- ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO				
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO				
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				



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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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:



SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

9 Name of Bidder.....



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2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain
the appropriate authority to undertake remunerative
work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid
document?

YES / NO

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....

.....

.....



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2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Employee Peral Number



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4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME 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 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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



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2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:



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B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:



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Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:



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- 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



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SBD 8

1. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		



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SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



DARD/RFT04/2021: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF THREE (3) YEARS, FROM VARIOUS PICK UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

SECTION 2



DARD/RFT04/2021: OUTSOURCED STAFF TRANSPORT FOR A PERIOD OF THREE (3) YEARS, FROM VARIOUS PICK UP POINTS TO THEIR WORK PLACE AT GLEN AND BACK

SPECIAL CONDITIONS OF CONTRACT

1. AGREEMENT BETWEEN THE PARTIES

1.1 Type of service required

1.1.1 Provision of eleven (11) x 32-35 seater buses outsourced for transportation of 238 to 256 employees that reside in the areas of Thaba Nchu, Botshabelo, Mangaung, and Bloemfontein suburbs to Glen.

1.1.2 The route per bus shall be finalised on appointment of service-provider(s), based on pick-up point(s) so determined by management. Deviations from any route shall be by consent of parties (or their representatives) to the agreement.

1.1.3 The arrival of busses and departure from Glen shall be no later than 07:25 and no earlier than 16:15 respectively. Deviations from arrival and departure times shall be by consent of parties (or their representatives) to the agreement.

1.1.4 Compliance of the transport service with COVID-19 regulations applicable to Public Transport at any given time.

1.2 Type and condition of vehicles required

1.2.1 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:

1.2.1.1 Must be 32-35 seater busses, with minimum of thirty two (32) passenger seats.

1.2.1.2 Must have a minimum engine power: 110kW – 400Nm.

1.2.1.3 Must have upholstered high-back seats.

1.2.1.4 Must be fitted with curtains / blinds (windows should protect commuters from sunlight)

1.2.1.5 Must have a seat-belt per passenger seat.

1.2.1.6 Must have a functioning air conditioning (heating and cooling).



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- 1.2.1.7 Must have a functioning radio with internal speakers.
- 1.2.1.8 Must have parcel shelf.
- 1.2.1.9 Must be fitted with suitable ramp for the disabled (as and when need arises).
- 1.2.1.10 Must have escape routes (outlets)
- 1.2.1.11 Must have fire control (valid fire extinguishers).
- 1.2.1.12 Must not be older than 48 months on commencement of the contract.
- 1.2.1.13 The odometer reading must not exceed 230 000km on commencement of the contract.
- 1.2.1.14 Alternative to compliance with requirements set out on point 1.2.1.12 and/or 1.2.1.13, 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).
- 1.2.1.15 Must be fitted with non-re-treaded tyres and maintained in accordance with road traffic regulations.
- 1.2.1.16 Must be fully licensed (at all times).
- 1.2.1.17 Must display a valid Certificate of Fitness (at all times).
- 1.2.1.18 Must have biannual road worthy test carried out by the Department of Police Road and Transport (at the cost of the service provider).

1.3 Service Provider's Drivers

- 1.3.1 The drivers used by the service provider must at all times have a valid driver's license with valid PDP for the type of vehicle being used.
- 1.3.2 The Service Provider must be in compliance with the Unemployment Insurance contributions Act, 2002 (Act No. 4 of 2002) as well as the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).



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1.4 Public permit requirements

- 1.4.1 In accordance with Free State Transport Act, Act 4 of 2005, the successful bidder must obtain a permit/operator's licence from the Operating Licensing Office (Department of Police, Roads and Transport, telephone: 051 403 7401) at the corner of East Burger and Nelson Mandela Drive.
- 1.4.2 Appointed bidder(s) must therefore be in possession of a valid permit/operator's licence on the day of commencement of the contract.
- 1.4.3 Failure to submit a valid permit/operator's licence at least a day before the commencement of the contract shall lead to the cancellation of the contract.

1.5 Public liability insurance

- 1.5.1 Successful bidder(s) shall be required to obtain Public liability insurance in case of accidents and injuries of departmental officials (commuters).
- 1.5.2 The successful bidder(s) shall therefore provide proof of Public liability cover by the first day of commencement of the contract.

1.6 The rights of the Department

- 1.6.1 The Department reserve the right to:

- 1.6.1.1 Appoint more than one service provider.
- 1.6.1.2 Determine or assign routes to service provider.
- 1.6.1.3 Negotiate a flat-rate across all appointed service providers.
- 1.6.1.4 Change or alter the pick-up points or routes in order to streamline operational needs.
- 1.6.1.5 Direct the services of the successful bidder to remain on site for the duration of official working hours.
- 1.6.1.6 Determine or alter times of arrival or departing from Glen.



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- 1.6.1.7 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.
- 1.6.1.8 Suspend the transport service, e.g. during COVID-19 lockdowns, 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.
- 1.6.1.9 Impose penalties on the service provider in cases of non-compliance.
- 1.6.1.10 Cancel the contract completely where it is evident that the service provider is unable to comply with terms and conditions of the contract.
- 1.6.1.11 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 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).
- 1.6.1.12 Query any claim and return it unpaid to the service provider.

1.7 The rights of the service provider

1.7.1 The appointed service provider has a right:

- 1.7.1.1 To negotiate routes allocated by the department.
- 1.7.1.2 When buses are not required to operate as prescribed, may deploy them for other purposes including private hire, other than contractual trips,
 - 1.7.1.2.1 Such private commitments shall however neither relieve the service provider of scheduled departmental trips nor result in lowering of service standards.
- 1.7.1.3 To claim monthly retainer fee (fixed costs) per bus even if the bus did not travel for the month.



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1.8 Processing of monthly claims

1.8.1 The service provider shall be paid for:

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

1.8.1.2 Actual monthly kilometres travelled per bus, per route (or standardized return kilometres per day) in the execution of the contract in accordance with the determined rate/km.

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

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

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

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

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

1.9 Commuters

1.9.1 The service will be used for the officials of the Department of Agriculture and Rural Development and other Government Institutions based in Glen.

1.9.2 No collection of any payment from any passenger in the bus, as fares are managed by the Finance Unit of DARD.

1.10 Bus controllers

1.10.1 The DARD will appoint Bus Controllers per bus.

1.10.2 Appointments will be made from commuters, restricted to DARD employees.



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1.10.3 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.

1.10.4 TOR of Bus Controllers will be reviewed and made available from time to time.

1.11 Fleet Management

1.11.1 A delegated official(s) from Asset and Fleet Management shall be responsible for conducting inspections or monitoring to ensure compliance with the agreement.

1.11.2 The service provider(s) may be directed, on reasonable grounds, to take the vehicle to Fleet Management Workshop of the Department of Police, Roads and Transport or any accredited dealer for inspections other than bi-annual road worthy tests. The service provider will carry the cost of the inspection based on reasonable grounds being established.

1.11.3 Delegated officials will inspect service provider(s)' depot from time-to-time.

1.12 Service Level Agreement

1.12.1 Prior to the commencement of the contract, the service provider shall enter into a service level agreement with the Department.

2. Declaration

2.1 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 SBD9 and failure to do so will result in disqualification.

2.2 List of Shareholding/membership/directorship by Name of business, Position occupied and percentage of shareholding in the business.

NAME OF BUSINESS	POSITION OCCUPIED IN THE BUSINESS	% OF SHAREHOLDING IN THE BUSINESS	INDICATE BY TICKING X NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.



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- 2.3 Shareholder/Member/Individual/Director will not be allowed to represent/bid for more than 1 (one) business, where a Shareholder/Member/Individual/Director has an interest in any other company that is participating in this bid, he/she must disclose, failure to do so will result in DARD:FS considering one offer. The Shareholder/Member/Individual/Director must then indicate which business is represented in this bid.
- 2.4 Failure to comply with the above will disqualify your bid.

3. Fee Structures/Pricing Schedules

- 3.1 In order to evaluate all bids on the same basis, bidders are to complete the fee structures/pricing schedule (Annexures A1; A2, A3) form attached to this bid document. It will form part of the overall costing and evaluation of this bid.
- 3.2 Submitting details of bidders Depot and Busses
- Each bidder must complete the form (Annexure B) indicating details of their Depot(s) and Busses to be utilised in the execution of the contract and submit this together with the bid document.

4. Period of Contract

- 4.1 The staff transport service contract will be running for a period of 3 years from the date of commencement of the contract. This Agreement, may at the sole discretion of the HOD: DARD FS, be extended in writing in line with legislative requirements.

5. Non compulsory briefing session

Non-Compulsory briefing session will be held in the following place and date:

No	DISTRICT	TOWNS/ PLACE	DATE	TIME	VENUE
1	Mangaung	Bloemfontein (Glen)	28 June 2021	11:00	IPJ Hall

6. Submission of Bid Document/s

Completed bid documents should be sealed, clearly marked **DARD/RFT04/2021** and deposited in the bid box at the address stated in the invitation on or before 11:00 on Friday, **16 July 2021** which is accessible Monday to Friday at Admin Building on the Ground Floor.



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6.1 Proof of the following documentation will be required:

Mandatory documents (failure to submit these documents will disqualify the bid)

- Certificated copy of B-BBEE certificate OR sworn Affidavit;
- Pricing schedule (Bidders are required to indicate their pricing schedule in accordance with the Annexures, reflecting total cost per bus, per month, per year, over three-year period and number of busses tendering).
- Certificate or Letter of Good Standing for the Compensation for Occupational Injuries and Diseases Act (COIDA)

Non-mandatory documents

- Original valid tax clearance certificate, or PIN;
- Certified company registration certificate (CK1); plus other relevant registration documents;
- Certified ID copy(s) of director(s);
- CSD Registration Report.

6.2 Bidders are to ensure that all pages of the document are attached.

7. Opening of the Bid Box

- 7.1 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.

8. Compilation of Documents

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



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8.1 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
Annexure A1:	First Year: Pricing Schedule 32 – 35 Seater Bus
Annexure A2:	Second Year: Pricing Schedule 32 – 35 Seater Bus
Annexure A3:	Third Year: Pricing Schedule 32 – 35 Seater Bus
Annexure B:	Details of bidders depot and busses
Annexure C1:	Depot Inspection rubric for Functionality
Annexure C2:	Busses inspection rubric for Functionality
Annexure C3:	Formula for calculation of functionality scores rubric for depot and busses inspection
Annexure D:	Joint Venture/Consortium agreement

9. Evaluation Process

9.1 The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV
Administration and Mandatory bid requirements and pre-qualification	Functionality	Price and B-BBEE	Recommendation and Appointment
Compliance with administration and mandatory bid requirements	Bids will be evaluated in terms of functionality	Bids evaluated in terms of the 80/20 preference system subject to the lowest bid received	Recommendation and appointment

Failure to comply with Phase I will invalidate the bid.

9.2 Phase I: Mandatory Requirements and pre-qualification

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

9.2.1 **The Pre-Qualification criteria** set is according to Regulation 4(1) (a) of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017:



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- (i) Only tenderers having B-BBEE status level of contributor **1** may respond to this bid

***A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender.**

9.2.2 Registration on Central Supplier Database (CSD)

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 proposal. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.

Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)

Complete your registered CSD vendor number on the checklist.

Provide a copy of the CSD Registration "Summary Report".

9.2.3 Valid Tax Clearance Certificate or Tax Compliance Status pin

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.

Bidder(s) must be compliant when submitting a proposal 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.

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

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.



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

9.2.4 Responsive Bids

Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents and complying with specifications and Special Conditions of Contract of the bid. Non-compliance with this condition will invalidate the bid for such services offered.

9.3 Phase II: Functionality Evaluation as per the Terms of Reference

9.3.1 Functionality will be evaluated on the basis of the responses on the Functionality Criteria and supporting documentation supplied by the Bidders as follows:

Prospective bidders will be rated on each functionality criterion in accordance with the following.



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Table: Evaluation criteria for functionality assessment criteria.

PHASE 1			
CRITERIA	GUIDELINE FOR EVALUATION CRITERIA APPLICATION	POINTS	
CAPACITY	Bidders to provide proof of current capacity to provide the required bus transport services as per specifications by attaching CV's of key personnel: Managing Director: Accountant: Mechanic / technical inspector or Service agreement with reputable mechanical workshop Drivers (include drivers' licenses and PDP) (The number of drivers' documents submitted must correspond with the number of busses bidden for. If less documents are submitted points will be reduced proportionately).		20
		2	
		2	
		4	
	Busses available for the contract: Complete Annexure C, indicating busses available for the contract, and attach registration documents or consent letter. 1 – 2 busses 3 - 4 busses 5 – 11 busses	12	30
		5	
		20	
ABILITY	Demonstration of competency to render the required bus transport service: Operating permits (existing):	10	10
	Similar project(s) undertaken or completed within the past 5 years. (Evidence required: Certified or original copy o(ies) of verifiable contract(s), appointment letter(s) or purchase order(s), <u>which indicate the contract value explicitly</u>). The value of project(s) undertaken or completed during the past 5 years. R0 R20,000 – R300,000 R300,001 – R1,500,000 R1,500,001+		30
		0	
		10	
		20	
		30	
FREE STATE BASED	The contractor has an established office situated in the Free State. Provide utilities bills (Municipal account; not older than 3 months) or lease agreement of the entity.		10
		0	



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	No attachment	5	
	No attachment: Free State based	10	
	Yes (Free State based with evidence attached)		
TOTAL		100	
PHASE 2			
INSPECTION OF THE SERVICE PROVIDER'S DEPOT(S) AND FLEET	[To be completed by DARD: FS officials only]		40
	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 fleet according to a standard rubric, attached as Annexure B and C.		
	Depot(s) inspection	20	
	Vehicle inspection	20	
TOTAL			40

NOTE:

- 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 Free State based and phase 2 relate to inspection of the depot and fleet.
- A bidder who scored less than **70** on the total functionality points for phase 1 will automatically be disqualified.
- A bidder who scored less than **30** on the total functionality points for phase 2 will automatically be disqualified.
- A compulsory site inspection will be conducted at the depots of all the bids that were short-listed. A standard rubric (Annexure C1) 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.
- A compulsory inspection of all the vehicles of the bids that were short-listed will be conducted. A standard rubric (Annexure C2) 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.
- The formula for functionality will be calculated according to a standard rubric (Annexure C3), 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 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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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

9.3.2 Bids will be evaluated in terms of the new **Preferential Procurement Regulation, 2017** and the bid evaluation criteria stipulated in this section.

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

9.3.4 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.

9.3.5 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 further and scored in terms of the socio-economic goals as indicated in the Special Conditions of Contract.

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

9.3.7 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 preference as indicated in the Special Conditions of Contract.

9.3.8 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 remain unopened



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9.3.9 The Department reserves the right to determine the number of Companies to be appointed to provide the services.

10. Phase III: Price and B-BBEE

OVERALL CRITERIA

CRITERIA	MAXIMUM POINTS
Price	80
B-BBEE Status Level of Contribution.	20
Grand Total	100

11. Phase IV: Recommendation and Appointment

11.1 Adjudication of the Bids

11.1.1 The number/allocation of service providers will be determined by the Accounting Officer. DARD: FS reserves its right at its sole discretion to appoint more than one bidder to implement this project.

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

12. Award of Contract

12.1 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.

12.2 Bids may be awarded to more than 1 service provider.

13. Verification of Bidders

13.1 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.

14. Joint Venture Agreements

14.1 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.



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- 14.2 In terms of the Preferential Procurement Regulations, 2017 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.
- 14.3 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.
- 14.4 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury directive. Kindly complete attached **Annexure D**.

15. Negotiated Price

- 15.1 The department reserves the right to negotiated 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.

16. Confidentiality

- 16.1 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.
- 16.2 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.
- 16.3 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.

17. Agreements

- 17.1 The Service Provider(s) will be expected to sign a Service Level Agreement with DARD: FS. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- 17.2 Should funds no longer be available to pay for the execution of the responsibilities of Bid DARD/RFT04/2021, the Department may terminate the Agreement in its own



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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.

18. Settlement of Disputes

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

19. Officials Prohibited from Submitting Bids

19.1 In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Provincial Government or a provincial public entity may not have a business interest in any entity conducting business with the Provincial Government.

19.2 The Provincial Government may not award any tender or enter into any contract with an employee of the Free State Provincial Government or a provincial public entity contrary to Treasury Instruction Note 17 of 2012.

19.3 All bids received contrary to Treasury Instruction Note 17 of 2012 shall be disqualified.

19.4 For the definition of “business interest”, “employee” and “entity”, refer to par. 5 of Treasury Instruction Note 17 of 2012.

20. Validity Period of Bid and Extension Thereof

20.1 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.

21. Acceptance of the Terms of Reference and General Conditions of Contract

21.1 Failure to accept the Terms of Reference 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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21.2 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: (____) _____ Fax of company: (____) _____



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SECTION 3



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- GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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- 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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45 Name of Bidder.....



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General Conditions of Contract

1. Definitions	1. The following terms shall be interpreted as indicated: 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 "Day" means calendar day. 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order. 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of
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	origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" means the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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.
1.17	"Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site," where applicable, means the place indicated in bidding documents.



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	1.21 "Purchaser" means the organization purchasing the goods. 1.22 "Republic" means the Republic of South Africa. 1.23 "SCC" means the Special Conditions of Contract. 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government 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
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
1. 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,



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		make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or 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



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	payment arrangements with the testing authority concerned. 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and	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



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documents	other documents to be furnished by the supplier are specified in SCC. 10.2 Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they



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	incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.



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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 ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.



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23. Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
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. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or



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insolvency		otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes		27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability		28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language		29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law		30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices		31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or



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		to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties		32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme		33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices		34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998,asamended,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). 35. 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. 36. 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.



ANNEXURE A1

FIRST YEAR: PRICING SCHEDULE – 32-35 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 bidding for ^(c)	Maximum Number of busses required
70	22					12			11
A X B = 1 540 (AB)		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 kilometer.

(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) **Number of busses bidding for:** Insert the number of busses which you tender for under column I.



ANNEXURE A2

SECOND YEAR: PRICING SCHEDULE [+2.5% ESCALATION ON 1 ST ANNIVERSARY OF AWARD OF BID] – 32-35 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 bidding for ^(c)	Maximum Number of busses required
70	22					12			11
A X B = 1 540 (AB)		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 kilometer.

(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) **Number of busses bidding for:** Insert the number of busses which you tender for under column I.



ANNEXURE A3

THIRD YEAR: PRICING SCHEDULE [+2.5% ESCALATION ON 2 ND ANNIVERSARY OF AWARD OF BID] – 32-35 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 bidding for ^(c)	Maximum Number of busses required
70	22					12			11
A X B = 1 540 (AB)		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 kilometer.
(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) **Number of busses bidding for:** Insert the number of busses which you tender for under column I.

ANNEXURE B

DEPOT AND FLEET DETAILS

Name of contractor:	Address of depot:

DETAILS OF BUSES TO BE UTILISED

	Registration number of busses	Make	Model	Year of Manufacture	Odometer reading	Valid license disc (Yes / No)	Valid certificate of Fitness (Yes / No)	Valid passenger liability disc (Yes / No)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								

Name of Bidder..... Company stamp:



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ANNEXURE C1**DEPOT INSPECTION FORM**

Name of contractor:	Address of depot:
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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 11 busses 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.						
9	Is there an outside security lighting system?						
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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ANNEXURE C2

FLEET INSPECTION FORM

Name of contractor:		Address of depot:				
Registration number of bus:						
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 7-year old, or has travelled over 400 000 km, can the owner provide proof of major engine overhaul and bodywork repairs as per Clause of the Special Conditions of Contract.					
		Total score for busses: B				
SCORES						

Min 10
Max 50

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

Signature of official / Date



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ANNEXURE C3**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		Scores / 50
1	Bus Registration number:	
2	Bus Registration number:	
3	Bus Registration number:	
4	Bus Registration number:	
5	Bus Registration number:	
6	Bus Registration number:	
7	Bus Registration number:	
8	Bus Registration number:	
9	Bus Registration number:	
10	Bus Registration number:	
11	Bus Registration number:	
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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ANNEXURE D

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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.

SIGNED ON BEHALF OF BIDDER

Date: _____