



dcstm

Department:
Community Safety and Transport Management
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



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SUPPLY CHAIN MANAGEMENT

Ref: CS & TM 03/23/24.

Date: 23/11/2023.

INVITATION TO BID

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF LEARNER TRANSPORT SERVICES FOR QUALIFYING AND APPROVED LEARNERS TO AND FROM SCHOOLS IN THE FOUR (04) DISTRICTS OF THE NORTH WEST PROVINCE FOR THE PERIOD OF FIVE (05) YEARS.

DATE ISSUED: 23/11/2023.

CLOSING DATE: 06/12/23 AT 11H00

TENDER BOX

DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT OFFICE

SAFETY HOUSE 31-34 MOLOPO ROAD, (MAIN ENTRANCE)

SECURITY CHECK POINT

MAHIKENG

Name Of Bidder		BIDDER VAT REGISTERED?
Total bid price including Vat (Brought Forward Form SBD1		YES: <input type="checkbox"/> NO: <input type="checkbox"/>

FT Mabokela

MR. F T MABOKELA

DIRECTOR: SUPPLY CHAIN MANAGEMENT

22/11/2021

DATE

[Signature]

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Appointment of a panel of service providers for the provision of learner transport services for qualifying and approved learners to and from schools in the four (04) districts of the North West Province for the period of five (05) years

1. INTRODUCTION

Appointment of a panel of service providers for the provision of learner transport services for qualifying and approved learners to and from schools in the four (04) districts of the North West Province for the period of five (05) years on as and when required.

2. BACKGROUND

In the process of ensuring that quality education is accessible throughout the North West Province, provincial government took an initiative to provide learners who travel a minimum of 5 kilometres to school with learner transport services in line with the learner transport policy. The Department of Community Safety and Transport Management has appointed operators to provide learner transport in four districts of the province, however, history taught us that operators abandon route/s during the term of contract or there are new routes as results of changes in learner travel patterns.

3. SCOPE OF WORK

3.1. PROBLEM STATEMENT

Currently operators are appointed through competitive tendering process to render learner transport services at the four districts of the North West province. In the past, the department has experienced situation whereby the operators abandon routes due to many factors. Again, there are new additional routes emanating from either new settlement, which are not accompanied by new schools. As a result, there is always a need to appoint new service providers.

3.2. STATEMENT OF WORK

Appointment of a panel of service providers for the provision of learner transport services for qualifying and approved learners to and from schools in the four (04) districts of the North West Province for the period of five (05) years.



4. MAIN DELIVERABLES

- The appointed panel of service providers will be expected to provide learner transport services for the approved learners to and from schools as and when required by the Department.
- The schools, routes and pick-up points will be determined and made available when the service is needed.
- The bidder will provide buses, midi bus, and train buses which are roadworthy and clearly marked as transport for learners using the remuneration model as follows:

Table 1: Remuneration Band

Rate per vehicle mode x number of km x number of days	Band	Midi bus	Bus	Train bus
	05-10 km	R 65,92	R 79,10	R 116,01
	11-49.9 km	R 59,32	R 72,53	R 106,73
	Over 50 km	R 46,14	R 52,73	R 98,19

5. BRIEFING SESSION

There shall be no compulsory briefing session. However, all inquiries relating to this tender shall be put in writing and emailed to the following addresses:

For bid documents:

Ms. Thelma Bogatsu – 018 200 8184 on ThelmaBogatsu@nwpg.gov.za

For bid specification:

Mr. Steve Tladi 018 200 8089 on stevetladi@nwpg.gov.za

6. DURATION OF THE CONTRACT

The successful bidders will be appointed for a period of five (05) years.

7. TIMELINE OF THE BID PROCESS

The validity period is **90** days after closing of the bid. The project timeframes of this bid are set out below:

Activity	Date due
Advertisement of the bid in the: - Government Tender Bulletin; and - National Treasury Tender Portal	
Distribution of bid documents on the Department of Community Safety and Transport Management website	
No compulsory briefing session	
Bid closing date	
Notice to bidder(s)	

***Dates subject to change.**

All times in this bid is South African Standard Time. Any time or date in this bid is subject to change at the Department of Community Safety and Transport Management's sole discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Department of Community Safety and Transport Management to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidders accept that, if the Department of Community Safety and Transport Management extends the deadline (the closing date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CENTRAL SUPPLIER DATABASE [CSD]

- 8.1.** Bidders must be registered as a service provider on the Central Supplier Database [CSD]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid.
- 8.2.** Bidders are also required to submit their CSD Registration "Summary Report".



- 8.3. Bidders must ensure that their tax status and any other information is up to date on Central Supplier Database [CSD], valid and in good standing.
- 8.4. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.

9. INSTRUCTION TO BIDDERS

- 9.1. Bids must be properly packaged, clearly marked as **CS&TM: 03/23/24** couriered /submitted and deposited in the tender box on or before the closing date and time at the Department of Community Safety and Transport Management situated at: -

Physical address

Department of Community Safety and Transport Management

Safety House, 31-34 Molopo Road, (Main Entrance)

Security Check Point

Mahikeng

- 9.2. Bid documents will only be considered if received by the Department of Community Safety and Transport Management before the closing date (06/12/2023) and time **11h00**.
- 9.3. Late bids will not be accepted.
- 9.4. The Department of Community Safety and Transport Management of Community Safety and Transport Management reserves the right to award the bid in whole or in part and does not bind itself to accept the lowest or any bid.

10. CONTACT DETAILS

Potential bidders must reduce all telephonic enquiries to writing and send them to the below email addresses. For more detailed information regarding the bid procedure and specifications please contact the following, respectively: **Contact Persons:**

Bid document: Ms. T. Bogatsu -018 200 8184 @ ThelmaBogatsu@nwpg.gov.za

Bid Specification: Mr. S. Tladi- 018 2008089 @ stevetladi@nwpg.gov.za

11. 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:

Section 1

- Invitation to Bid (SBD 1)
- Declaration of Interest (SBD 4)
- Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)

SECTION 2: SPECIAL CONDITIONS OF THE CONTRACT

- Bidders are allowed to bid for **only one (01) district**, bidders that bid for more than one district will not be considered.
- Bidders must indicate in writing the district applied for.
- Successful bidders will be required to submit proof of passenger liability insurance cover (within 20 days after the appointment) for not less than R10 million per incident.
- Successful bidders will be required to obtain an operating license before operations resumes. This means that the bidder must be the owner of the vehicles to be used to service the contract.
- Bidders must provide driver names, ID numbers, certified copies of their driver's licenses and Professional Drivers Permit, (PrDP) immediately after appointment.

- Bidders must submit list of vehicles and certified copies of the registration certificates of vehicles to be used in the awarded contract/s.
- Contracted vehicles will be subjected to inspections by Law Enforcement Officers (s) from the Department and or appointed representatives prior to the commencement of the contract.
- All successful bidder vehicles contracted to transport learners will be subjected to inspection at a designated place in the district once per term, or when and as it is required.
- Successful bidder will be required to bring their vehicles for inspection prior to the signing of the contract with Department of Community Safety and Transport Management.
- No dual operation is allowed. Vehicles must be parked at schools and may not leave the premises whilst the learners are at school.
- Successful bidder will be provided with a code of conduct when they sign a contract with the Department of Community Safety and Transport Management.
- Successful bidders are required to sign a code of conduct between themselves and their drivers.
- In case where successful bidder is also driver, he/she will sign both as the successful bidder and /or the driver.
- A signed code of conduct between the successful bidder/operator and the driver(s) should be kept in the vehicle at all times.
- A valid and certified copy of the South African Public Drivers Permit (PrDP) for every driver per vehicle must be with the driver at all times.
- Buses, midi buses, and train buses must have a serviced fire extinguisher at all times.
- Successful bidders / operators should ensure that learners are at school not earlier than 45 minutes and not later than 15 minutes before starting time during school days.
- Successful bidders / operators should ensure that learners are collected not later than 30 minutes after school.

- Learner transport project is meant to transport learners during school days only and does not include weekends, school holidays, trips for extramural activities or any extra classes organised by schools.

Section 3

General Conditions of Contract (GCC)

12. ACCESS AND DISCLOSURE

- The Department of Community Safety and Transport Management and any authorised person shall at all reasonable time have access to all vehicles and relevant documentation of the Operators for purposes of monitoring service quality.
- The Department of Community Safety and Transport Management has the right to monitor and evaluate the performance of the Operator. Appropriate systems (manual and digital) shall be utilised to ensure proper management control and monitoring of all operator contracts.
- The operator must, at the request of the Department, produce proof of validity of all licences, permits and other requirements arising from the contract, or where applicable, proof of application that has been made for such licences or permits. That must be provided or be furnished not later than 2 (two) working days from date of receipt of such written request.
- The operator is obligated to notify the Department with written notice with Seven (7) days of any change regarding ownership control as contemplated in Section 44 of the Act and complete a declaration in respect of any new person or entity exercising such ownership control.

13. ADMINISTRATIVE MATTERS

- All accounting records and proof of deliveries must be kept for a period of at least three (03) years after the termination of the contract.
- Where, in terms of this contract, any amount is owed to the Department by the Operator, a certificate at hand of the contracting Department shall be prima facie

proof; that such amount is owing of the fact that such certificate is officially signed, and that the relevant amount is due and payable.

14. CONDITION OF ACCEPTANCE

14.1. INSPECTION OF ROUTES:

- Prospective bidders are required to check the routes and distance of kilometres prior to before providing learner transport on the appointed route.
- Prospective bidder should notify the Department of Community Safety and Transport Management in writing of any discrepancy in kilometres before commencement of the service on the appointed route.

15. PICK UP AND DROP OFF POINTS:

- Pick up and drop off points shall be determined by the Department through respective schools.

16. USE OF ROUTES AND ROADS:

- Routes and Roads to be used for transporting learners will be determined by the Department of Education in conjunction with the Department of Community Safety and Transport Management and not by the transport operators.

17. FORMULA FOR CLAIMS:

- Successful bidders / operators will be paid according to the distance (kilometres) as indicated in the appointment letter and the number of school days operated as indicated in the delivery note, supplied by the operator and signed by the Principal. The remuneration model is as follows: **kilometres X days X rate**
- **Successful bidders / operators will claim for return trips only. (A-B and vis versa)**

- Monthly claims for services delivered must be submitted not later than the 7th of the following month in order to comply with PFMA prescripts. All operators are expected to claim on monthly basis.
- Submission of late claims by operators must attach a letter with reasons thereof and failure to do so will result in a being penalty imposed.

18. CONTRACT

18.1. TERMINATION OF CONTRACT:

The Department of Community Safety and Transport Management may terminate the contract where it discovers that:

- Operator has committed an act of insolvency or is actually insolvent in that the operator liabilities exceed his /her assets.
- Operator has published a notice to surrender his/her estate or has presented a petition for the acceptance of the surrender of his/her estate as insolvent.
- The closing of schools, transfer of learners to hostels, reduction of the number of learners being transported, or reduction in the number of kilometres travelled, vehicles donated to the Department of Community Safety and Transport Management or the Department of Community Safety and Transport Management acquiring its own vehicles.
- Non-performance will lead to termination of the contract. Such as:
 - ✓ Failure to collect learners continuously.
- In case of any existence of the above-mentioned factors, the Department of Community Safety and Transport Management reserves the right to terminate the contract and the Department of Community Safety and Transport Management will re-consider the future of the affected route and learners. It includes:
 - ✓ Transport not compliant to regulation of license.
 - ✓ Failure to collect learners continuously.
- In case of any withdrawal, the Department of Community Safety and Transport Management reserves the right to appoint from existing operators to avoid disruption of services.

18.2. AMENDMENT OF THE CONTRACT:

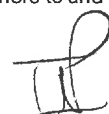
- Contracts will be amended to be in line with the actual distance travelled.
- If distance travelled increase or decrease, the contract will be amended to be in line with increased or decreased kilometres on condition that the route is viable.
- Each case will be treated on its merits and demerits
- If number of learners increase or decrease, the contract will be amended to be in line with increased or decreased number of learners on condition that the route is viable.

18.3. MONITORING MECHANISM

- Departmental officials shall conduct physical monitoring by visiting area of operation.
- The Department of Community Safety and Transport Management may also introduce electronic monitoring system during the term of this contract.

18.4. OPERATION OF SERVICES

- The Successful bidders / operators must exercise the highest degree of skill, care and diligence in the provision of the services and operate the services strictly in accordance with the terms of reference and special conditions, as well as the other relevant provisions of the contract, to the satisfaction of the Department.
- The Successful bidders / operators must comply with and strictly adhere to the Department's written instructions and directions regarding the operation of the services,
- The Successful bidders / operators must take written instructions and directions only from the Department or a duly authorized delegate of the Department
- Depending on the requirements of the contract as to which type or combination of types of mode of transport to be provided by the Successful bidders / operators, he or she must provide for each trip a vehicle having the passenger capacity as specified in the definitions of "midibus", "bus, as the case may be and that conforms fully with the requirements of the Special Conditions and the attributes specified in the Special Conditions of Contract.



- The Successful bidders / operators shall have no cause to refuse to convey an approved learner on a trip or part thereof unless on the grounds of violent, abusive or otherwise offensive conduct on the part of that learner, which misconduct shall immediately be brought to the attention of the Department and Principal/School for mediation.

18.5. PERMITS AND OPERATING LICENCES

- The Successful bidders / operators must promptly do everything in his or her power to obtain and maintain in force all operating licenses or permits, including licenses and permits required by local authorities, pay all fees and levies and issue all notices as may be necessary for or be connected with the due operation of the services in accordance with the National Land Transport Act (NLTA) and other applicable legislation.
- It shall be the Successful bidder's / operator's responsibility to apply timeously to the Provincial Regulatory Entity (PRE) for the necessary operating licenses, or amendments to existing permits or operating licenses, as the case may be, covering the contract routes, unless The Successful bidders / operators is already in possession of such licenses, permits, amendments or approvals. The Department of will provide a letter to the PRE notifying it of the awarding of the contract. The operating licenses must be applied for the duration of the contract period only. When such licenses are issued, The Successful bidders / operators must supply copies to the Department of Community Safety and Transport Management forthwith.
- The Successful bidders' / operators must take instructions and directions only from the Department of Community Safety and Transport Management.

19. CANCELLATION OF SCHEDULED TRIPS

The following may result in the cancellation of a trip:

- Notification of service suspensions or reduction must be made at least 30 calendar days before the suspension or service reduction is to come into effect.

- Request by the The Successful bidders / operators and agreed to in writing by the Department.
- The cancellation is due to unforeseen road closures, obstructions, floods or adverse weather conditions;
- In the opinion of the Department the cancellation results from immediate danger to life or of personal injury and/or serious damage to property; or
- The cancellation is in the opinion of the Department due to strike or stay-away action of a general nature, i.e. not confined to the Operator's organisation. Therefore, it is advisable that all operators must consider taking insurance for loss of income in the event of any of the above circumstances occur.
- Where the Department orders the successful bidders / operators to provide services in circumstances where the Operator is of the opinion that there is immediate danger to life or of personal injury or of serious damage to property, the Operator may refuse to comply, in which case the matter shall be referred to the Department for decision within twenty-four (24) hours.
- Where the successful bidders / operators are of the opinion that scheduled trips should be cancelled due to boycott action, either against the Operators firm or generally, the successful bidders / operators must refer the matter to the Department via the Authorised Representative for decision.
- The Successful bidders / operators must inform the Department within twenty-four (24) hours after the cancellation of any scheduled trips and also when the trips are not recommenced.
- The Operator must also confirm the cancellation and recommencement to the Department of Community Safety and Transport Management in writing with the reasons for the cancellation.

20. FARES

- No fares shall be charged by operators to the approved learners for providing the learner transport services contracted in this agreement.

21. VARIATIONS

- The Department may after consultation with the successful bidders / operators recommend the following variations to the services within the service area, but the prior written approval of the Department is mandatory before any variation is affected and this will be communicated between the Department and the successful bidders / operators.
 - (a) to increase or decrease the number of scheduled trips on any route or routes;
 - (b) to omit any route or add a new route;
 - (c) to lengthen, shorten or alter an existing route, where "alter" means to change the route without increasing or decreasing the kilometre length thereof;
 - (d) to alter the number or location of authorised pickup points, in consultation with the relevant local authority/administration/community/school and/or traffic authority where applicable;
 - (e) to change the time table of any portion of the services; and
 - (f) to make alterations in connection with vehicle capacities
- No such variation shall in any way invalidate the contract.
- Should any variations be approved, the Successful bidders / operators must give to learners not less than seven (7) days' notice, unless a shorter period is approved by the Department of any intended changes to the time table.
- The Successful bidders / operators may apply in writing to the Department for a variation in the types of vehicles which are used in providing the services, on the basis of the utilization of better suited vehicles with a different capacity from those included in this agreement.
- Prior to the Department approval to such a variation the financial implications thereof on the contract rates and time table shall be agreed upon in writing from the date of approval.
- The decision of the Department in this regard shall be final and be communicated to the successful bidders / operators in writing.
- Where the Successful bidders / operators is obliged to vary the services in the case of an emergency and such variation results in an increase or decrease of scheduled



kilometres on a particular route, provided that approval for such variation must be obtained from the Department within twenty-four (24) hours in the case of an increase.

22. VEHICLES

- Only vehicles classified as mini-buses, midi-buses, standard buses or train buses, can be used for this bid operated by an approved driver.
- The Successful bidders / operators required to submit a statement on schedule of the Contract Forms, showing what vehicle will be available for services immediately upon award of contract.
- The onus is on the Successful bidders / operators to decide what vehicles he or she will indicate on the said form for use in the provision of the services. Only vehicles shown in the completed **Form 1** as submitted may be used to provide the services, unless the written consent of the Department is obtained in advance. All vehicles must conform to the requirements and regulations of the National Road Traffic Act, 1996 or other applicable legislation and applicable SABS specifications.
- The type and condition of all vehicles to be provided by the Successful bidders / operators for the provision of the services must correspond with the requirements of the TOR and SCC.
- If the Successful bidders / operators, without the written authority of the Department, fails to provide the right type, with reference to quality and capacity, of vehicles as specified within two (2) months of the commencement date or, within sixty (60) days after being instructed to do so by the Department then a penalty shall be imposed.
- All vehicles utilised must be clean inside and outside when they leave the first point of departure at the beginning of a day.
- No vehicles with hard seats will be permitted.

22.1. VEHICLES IN AN UNSATISFACTORY CONDITION

- Vehicles must be roadworthy and comply at all times with the National Road Traffic Act, 1996 and any other applicable legislation. Where a vehicle fails to comply with any legal requirement, it must be withdrawn from service immediately until the defect is rectified, and penalties will be imposed for failing to operate.

22.2. VEHICLE BREAKDOWNS

- The Successful bidders / operators is expected to provide a replacement vehicle for breakdowns within two hours of the vehicle breaking down.
- The honour lies with the successful bidders / operators to inform the Department immediately in writing of the replacement vehicle, and should be of a similar capacity of the contracted vehicle
- Submission of claim under these conditions does not change.

22.3. FAILING TO PROVIDE THE RIGHT TYPE, QUALITY OF VEHICLES

- Where the Successful bidders / operators fails to provide the right type, quality and specification of vehicles as specified in the Special Conditions of Contract, the Department terminate the agreement in line with the SLA.

23. PENALTIES

- Penalties shall be imposed against the successful bidders / operators for each offence in accordance with SLA and the Department shall advise the successful bidders / operators on monthly basis of penalties so imposed.
- The services shall be monitored during the duration of contract and thereafter penalties shall be imposed for each offence committed.
- The successful bidders / operators shall be expected to adhere strictly to the requirements of the specifications.
- It is the duty of the Successful bidders / operators to report all trips not operated, late and early trips, and any other information which is relevant to the calculation of



penalties.

- Where the Department note more trips not operated than those reported by the Successful bidders / operators for three consecutive weeks, from the fourth week penalties will be doubled for all infringements not reported by the Successful bidders / operators.

24. INSURANCE

24.1. The Successful bidders / operators must take reasonable steps to ensure the safety of passengers and property. The Successful bidders / operators shall be liable for any loss or damages resulting from damage to property or the death of or injury to any person which is caused by an intentional or negligent act or omission of the Successful bidders / operators or his/her agents or employees and the Successful bidders / operators hereby indemnifies the Department against all claims, demands, lawsuits, damages, costs (including attorney and client costs), charges and expenses whatsoever in this regard.

24.2. The Successful bidders / operators must effect and maintain throughout the duration of the contract, at their own expense, passenger liability insurance cover to the value of R10 000 000.00 (ten million rand) or more per incident involving a learner transported by the successful bidders / operators T as part of the learner transport programme and full comprehensive vehicle insurance based on the realistic market value of the vehicle(s) with an insurance company chosen by the successful bidders / operators, registered with the Financial Services Board established by the Financial Services Board Act, 1990, and registered in the Republic of South Africa in terms of the Short Term Insurance Act, 1998 or other applicable legislation. Proof of such insurance must be submitted to the Department prior to the commencement date of the services and the Successful bidders / operators must advise the Department in writing of any changes thereto and provide the Department with proof that such cover is in place from the start of the first day of the first term and the Department may quarterly request such information from the Successful bidders / operators. Such insurance shall *inter alia* provide cover in respect of loss or damage suffered by reason of damage to property or death of or injury to any person resulting from an intentional or negligent act or



omission by the Successful bidders / operators and its Operators or its agents or servants in connection with the provision of the services.

25. INDEPENDENT CONTRACTOR

- The Operator shall act as an independent contractor and not as an employee or agent of the Department and does not have the authority to bind the Department contractually to any other party.
- The Department shall not be liable to pay any retrenchment or severance benefits to any of the employees of the Operator on dismissal or on expiry of the contract period.

26. CESSION, DELEGATION AND SUB-CONTRACTING

- The Operator may not cede his or her rights or delegate his or her obligations under this contract without **Prior Written Consent** of the Department.
- Department may at any time during the currency of this contract cede its rights and delegate its obligations in terms thereof of any transport authority.
- The Successful bidders / operators must not engage themselves in fronting. Should the Department be aware of fronting, then the contract shall be terminated.

STAGE 1 LEGAL REQUIREMENT CRITERIA

Bidders must complete the following Compulsory documents and attach it to their Bid document, failing which the Bid shall not be considered for Stage 1 evaluation

- Invitation to Bid (SBD 1)
- Declaration of Interest (SBD 4)
- Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (SBD 6.1)

Proof of the following documentation will be required:

- Proof of Registration in the Central Database (CSD) must be submitted;
- Company's registration, CK document
- Valid original or certified BBBEE Certificate / Sworn affidavit

All the relevant forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorised official.

- Use of Tippex and pencil in the bid document are not allowed and will lead to disqualification.
- Where cancellation has been made, bidders should endorse with a signature.

BIDDERS WHO FAIL TO SUBMIT OR COMPLETE AND SIGN THE ABOVE DOCUMENTS SHALL BE AUTOMATICALLY ELIMINATED FOR THE NEXT STAGE OF EVALUATION.

STAGE 2 PRE-EVALUATION CRITERIA

Bidders must submit the following documentations

- Proof of Registration on Central Supplier Database
- Originally certified copy of vehicle registration certificate
- Originally certified copies of Roadworthy Certificate/s.
- Attach signed reference letters with contact numbers on the letterhead of the institution indicating duration of experience.

Failure to attach any of the above-mentioned documents with an exception of CSD will lead to the disqualification of a bidder.

BID SUBMISSION CHECKLIST

Bidders **MUST** complete the following checklist and submit it with their bids:

		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 2022 (SBD 6.1)		
2	SECTION 2		
2.1	Special Conditions of Contract (SCC)		
3.	SECTION 3		
3.1	General Conditions of Contract (GCC)		
4.	ATTACHMENTS		
4.1	CSD Registration number (Summary Report)		
4.2	Company's registration, CK document		
4.3	Valid original or certified BBBEE Certificate / Sworn affidavit		
4.4	Proof of vehicle registration Certificate		

STAGE 3 EVALUATION CRITERIA

Assessment of functionality with a **minimum overall threshold of 70%** must be attained by the bidder before evaluated on the next stage.

NB: THE BID WILL BE EVALUATED ON FUNCTIONALITY CRITERIA AND SPECIAL GOALS

NO	ELEMENTS	WEIGHT	SCORE
1.	<p>Vehicles ownership (Proof Vehicle Ownership in the Company's name or Director's name).</p> <p>1. Ownership certificate (s) of vehicle (s) = 50</p> <p>2. No certificate = 00</p> <p>NB: All vehicle information will be verified on the e-Natis system before points are allocated.</p>	50 points	
2.	<p>Fleet Age</p> <ul style="list-style-type: none"> • 00 - 05 years = 30 • 06 -10 years = 20 • 11 years but not older than 25 years = 10 • Not attached = 00 	30 points	
3.	<p>Experience in the provision of passenger road transport sector</p> <ul style="list-style-type: none"> • 01- 04 years = 10 • 05-15 years = 15 • 16 years and above = 20 • Not attached = 00 <p>NB: Attach signed reference letters with contact numbers on the letterhead of the institution indicating duration of experience.</p>	20 points	
	TOTAL	100	

ADDITIONAL OBJECTIVE CRITERIA

SPECIAL GOALS

Criterion	Weight	Preference points allocated 90/10
B-BBEE STATUS LEVEL OF CONTRIBUTOR (Source BBEE Act Section 10 and PPF Act 2(d)(i))		
1	90/10 = 4	4
2		3.5
3		3
4		2.5
5		2
6		1.5
7		1
8		0.5
OWNERSHIP (Source PPF Act 2(d)(ii))		
Enterprise at least 51% owned by: <ul style="list-style-type: none"> persons historically discrimination on the basis of race. 	90/10 = 3	3 or 0
LOCALITY (Source PPF Act 2(e) other and RDP)		
Enterprise located in the North West Province: <ul style="list-style-type: none"> Head Office = six (6) No office in Province= zero (0) Municipal account of business address or Tribal authority or lease agreement	90/10 = 3	3 or 0

STAGE 4 EVALUATION CRITERIA

CRITERIA FOR PRICE AND B-BBEE STATUS	POINTS
Bid Price	90
Preference Points	10

Bidders are allowed to bid for only one district, bidders that bid for more than one district will not be considered.

27. TECHNICAL REQUIREMENTS

Vehicles must be roadworthy and comply at all times with the National Road Traffic Act 93 of 1996 and other relevant legislations.

28. DELIVERY

Successful bidders will operate across the North West Province in line with the routes and / or policies determined and approved by the Department of Community Safety and Transport Management.

29. BREACH OF CONTRACT

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

- 29.1 if the operator fails to deliver any or all of the service within the period(s) specified in the contract, or within any extension thereof granted by the Department pursuant to GCC Clause 21.2;
- 29.2 if the successful bidders' / operators operator fails to perform any other obligation(s) under the contract; or
- 29.3 if the successful bidders / operators, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 29.4 In the event the Department terminates the contract in whole or in part, the Department may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the successful bidders / operators shall be liable to the Department for any excess costs for such similar work or service. However, the operator shall continue performance of the contract to the extent not terminated.
- 29.5 Where the Department terminates the contract in whole or in part, the Department may decide to impose a restriction penalty on the operator by prohibiting such operator from doing business with the public sector for a period not exceeding ten (10) years.
- 29.6 If the Department intends imposing a restriction on an operator or any person associated with the operator, the operator will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the operator fail to respond within the stipulated fourteen (14) days the Department may regard the intended penalty as not objected against and may impose it on the operator?
- 29.7 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 29.8 If a restriction is imposed, the Department must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the operator and / or person restricted by the purchaser;
 - the date of commencement of the restriction



- the period of restriction; and
- the reasons for the restriction.

These details will be loaded in the National Treasury's central database of bidders / operators or persons prohibited from doing business with the state.

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

29.10 Breaching the contract in terms of the specification, purchase order, the delivery period shall result in the cancellation of the contract. The designated service provider shall bear any difference in price of the said supplies and these amounts plus any other damages which may be suffered by the State shall be paid by the designated service provider to the State immediately on demand.

30. INSPECTIONS

The Department of Community Safety and Transport Management will conduct inspections of vehicles before the inception of contract and for the duration of the entire contract period and vehicles used in this bid will be inspected.

31. OBLIGATIONS

31.1 The Department is obliged to ensure that the successful bidders / operators provide the Department with the approved service within the specified period.

- 31.2 The Successful bidders / operators is obliged to provide the approved service in terms of the specifications and the Service Level Agreement (SLA) with the Department t in the North West Province within specified period.
- 31.3 The Successful bidders / operators) is obliged to provide the Department with the daily learner transport report.
- 31.4 The Department is obliged to pay all services rendered by operators upon receipt of compliant documentation.
- 31.5 All parties are obliged to adhere to these Special Conditions of bids as stipulated in the attached bid forms and General Conditions of Contract.

32. SERVICE LEVEL AGREEMENT

- 32.1 The Department will enter into a Service Level Agreement with the ssuccessful bidders / operators.



FORM 1: SCHEDULE OF EXISTING VEHICLES

The Successful bidders / operators will be required to provide details of all vehicles to be used under this contract as per the form here below. Full compliances required including copies of any documents required by way of this form. Failure to comply will result in the bid being deemed non-responsive.

VEHICLE DETAILS:

Vehicle	Make	Model	Year	Registration No	Carrying Capacity	Owner as per registration paper
Vehicle 1						
Vehicle 2						
Vehicle 3						
Vehicle 4						
Vehicle 5						
Vehicle 6						
Vehicle 7						
Vehicle 8						
Vehicle 9						
Vehicle 10						
Vehicle 11						
Vehicle 12						
Vehicle 13						
Vehicle 14						
Vehicle 15						

Handwritten initials/signature

Handwritten initials/signature

Name:.....

Signature:.....

Date:.....

~~Handwritten scribble~~

Handwritten signature

DISTRICT SELECTION

**BIDDERS MUST INDICATE WHICH DISTRICT THEY ARE APPLYING FOR-
(PLEASE USE X)**

DISTRICT	
BOJANALA	
DR KENNETH KAUNDA	
NGAKA MODIRI MOLEMA	
DR RUTH S MOMPATI	