



**BID NO. SCMU10–22/23–0019**

**BID FOR**

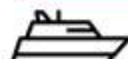
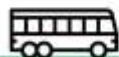
**APPOINTMENT OF PANEL OF SERVICE PROVIDERS  
FOR THE PROVISION OF TRANSPORT SERVICES FOR  
QUALIFYING AND APPROVED LEARNERS TO AND  
FROM SCHOOLS IN THE PROVINCE OF THE EASTERN  
CAPE FOR THE PERIOD OF ENDING DECEMBER 2025**

ISSUED BY:  
PROVINCE OF THE EASTERN CAPE  
DEPARTMENT OF TRANSPORT  
PRIVATE BAG X0023  
BHISHO  
5605

**NAME OF BIDDER:** \_\_\_\_\_

**CSD: MAAA-** \_\_\_\_\_ **(Mandatory)**

If you are bidding as the company, you must write the company name but if you are bidding as a person, you must write the name of the person as a bidder.



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**PROVINCE OF THE EASTERN CAPE: DEPARTMENT OF TRANSPORT**

**APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF  
TRANSPORT SERVICES FOR QUALIFYING AND APPROVED LEARNERS TO AND  
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## **SECTION 1: INVITATION TO BID**

PROVINCE OF THE EASTERN CAPE  
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**1.1 Bid Notice and Invitation to Bid**

The Department hereby invites Bids from suitably qualifying individual public transport operators for the:

**APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF TRANSPORT SERVICES FOR QUALIFYING AND APPROVED LEARNERS TO AND FROM SCHOOLS IN THE PROVINCE OF THE EASTERN CAPE FOR THE PERIOD ENDING DECEMBER 2025**

In awarding this bid the Department will endeavor to address the inequalities of the past by attempting to award the contract to women, youth, military veterans and people with disabilities.

Bid documents will be available from the District Offices of the Department of Transport as from **13 January 2023** on payment of non-refundable fee of R100 payable to the cashiers of the respective districts and/or **freely available on eTender Publication Portal** ([www.etenders.gov.za](http://www.etenders.gov.za)) or **Departmental website** ([www.ectransport.gov.za](http://www.ectransport.gov.za)).

The contract will commence from the school opening day to the last school calendar day of **December 2025** to and from schools on school calendar days throughout the Province. The Department will appoint suitable qualifying service provider/s to render the required learner transport services for the the period ending December 2025.

**Bidders must take particular note of the following:**

**A. Requirements in terms of Public Transport requirements and other relevant policies**

- i. Clear copy of original valid Certificate of Fitness (CoF) per vehicle
- ii. Clear copy of the vehicle registration certificate. Vehicles must be in the owner's name or entity (Vehicle authenticity to be verified with eNatis).
- iii. Clear copy of original valid Operating License within the District for which you are bidding. In instances where an operating licence has been renewed, a copy of the said operating license must be accompanied by a receipt proving that an application for the renewal thereof was lodged 30 days prior to the expiry date. In instances where bidder is contracted outside operating routes and / or a new entrant, the bidder will be required to apply for Scholar Transport Operating License within 7 days upon Award.
- iv. Valid Passenger Liability Insurance valued at R500,000.00 per vehicle.
- v. Only the following modes of transport shall be used **buses, midi buses, and minibuses**, registered under the name of the bidder.
- vi. Any misrepresentation on the vehicles (vehicle type, and related licences) will automatically disqualify the bidder.

**All copies will be verified for authenticity**

**NB: Failure to comply with the above requirements will result in the Bid being deemed incomplete and non-responsive and will be disqualified.**

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The clarification sessions will be held as follows: -

VENUE	DATE	TIME
1. Emaxesibeni Town Hall, Mt Ayliff	16 January 2023	10H00
2. Government Printers (Ezi Femini), Mthatha	17 January 2023	10H00
3. Bensonvale Hall Sterkspruit	19 January 2023	10H00
4. Indoor Sport Centre, Komani	20 January 2023	10H00
5. Orient Theatre Hall, East London	23 January 2023	10H00
6. Pieter Rademeyer Hall, Algoa Park, Gqeberha	24 January 2023	10H00

vii. All supplementary information must be supplied with the Bid.

viii. Bid documents must be placed in an envelope clearly marked “**APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF TRANSPORT SERVICES FOR QUALIFYING AND APPROVED LEARNERS TO AND FROM SCHOOLS IN THE PROVINCE OF THE EASTERN CAPE FOR THE PERIOD ENDING DECEMBER 2025 – SCMU10-22/23-0019**”. The completed Bid documents must be deposited in the bid box at the relevant District Office of the Department of Transport by not later than **11:00 on Monday 13 February 2023**. The ‘Relevant’ district office where the bid should be submitted is the district office in the district in which the route being bid for is located. Physical addresses of the submission points are as indicated below.

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Department of Transport District Offices situated at:

**Table 1**

District	Physical Address
Amathole District Office	22 Brookly Road Old Castellano Building Woodbrook <b>East London</b>
Alfred Nzo District Office	Ntsizwa Street (Next to Alfred Nzo District Municipality offices). <b>Mount Ayliff</b>
Chris Hani District Office	1 <sup>st</sup> Floor Sanlam Building 92 Cathcart Road <b>Komani</b>
Joe Gqabi District Office	Department of Public Works Building Corner Coles & Queens Terrace <b>Maletswai</b>
OR Tambo District Office	7 <sup>th</sup> Floor

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	Botha Sgcawu Building Cnr Owen & Leeds Street <b>Mthatha</b>
Sarah Baartman District Office	ABSA building  51 Govan Mbeki Avenue Central <b>Gqeberha</b>

ix. Bidders must register online with Central Supplier Database (CSD) at National Treasury.

**NB:** No bidder will be considered for evaluation if not registered on the CSD prior the closing date of the Tender. CSD will be verified at all stages of evaluation until the final award is made.

x. For the duration of the tender period, there may be changes in the schools, routes, pickup points, available budget and/or the number of learners to be transported as determined by the Department of Education based on enrolment which may result in changes being made to the Bid Award/Service Level Agreement during the period of the contract.

xi. Proof of Passenger Liability Insurance per vehicle must be a minimum of **R500 000.00**. This proof will be required every three months for the duration of this contract.

xii. Preferred bidders will be required to avail their vehicles for physical inspection and will be informed of dates, times and venues before the commencement of the contract.

**xiii. No late, telephonic, posted, e-mailed or faxed Bids will be considered.**

Queries relating to this document may be addressed to:

Technical related queries	Supply Chain related queries
<p><b>Ms P Mehlo</b> Tel No: 076 991 8568 <a href="mailto:phumela.mehlo@ectransport.gov.za">phumela.mehlo@ectransport.gov.za</a></p>	<p>P. Nqikashe Tel No: 043 604 7652 E-mail: <a href="mailto:tenders@ectransport.gov.za">tenders@ectransport.gov.za</a></p>

**B. Other considerations**

- i. In instances where an offer is not received with the vehicle of required carrying capacity, the Department reserves the right to break down the award for the route into smaller carrying capacity vehicles.
- ii. Only vehicle/s, which are compliant for public transport operation shall be utilised.
- iii. Preference will be given to local individual Public Transport Operators i.e. operator who lives/operates closest to the pickup point in order to minimise dead kilometers. Preferred address from the CSD will be utilised.
- iv. To ensure equitable distribution of opportunities the Department reserves the right to appoint more than one Public Transport Operator per route.
- v. The Public Service Act and its Regulations with regards to Civil Servants conducting business with the State shall apply. Employees of other Organs of State including political office bearers are barred from doing business with the State.

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**C. Smart Handheld Devices**

- i. All contracted bidders will be required to have a **compatible smart handheld device** with signing capabilities per vehicle that operate on the following :
  - a. OS the version should be a minimum of Version 12 or the latest version of iOS is always the required in the mobile.
  - b. Android version should be a minimum of Version 12 or the latest version of Android is always the required in the mobile.
  - c. Windows 10 version 17763.0 or later is always required in the mobile.

**NB: Only bids completed in all respect and complying with all bidding requirements will be considered.**

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## **SECTION 2: BID CONDITIONS**



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**1. GENERAL CONDITIONS OF BID**

The General Conditions of Contract given in Section 4 and the Department's Policy on Supply Chain Management shall apply to this Bid.

**2. STANDARD BID DOCUMENTS AND ANNEXURES**

All bids shall be made on the standard bidding documents and relevant annexures incorporated in this document.

**3. COMPLETION OF BIDS**

The Bidder shall complete all standard bidding documents and relevant annexures in black ink.

Errors made by the Bidder in the completion of the standard bidding documents and relevant annexures shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction be initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the standard bidding documents and relevant annexures bound in this document.

A bid shall not be considered if alterations have been made to the standard bidding documents and relevant annexures. ,

No unauthorized amendment shall be made to the standard bidding documents and relevant annexures or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Any point of difficulty of interpretation shall be cleared with the Eastern Cape Department of Transport as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Department of Transport will inform all Bidders accordingly as early as possible.

**4. SUBMISSION OF BIDS**

Refer to table 1 above.

**5. DATA TO BE FURNISHED AT BID STAGE**

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The department reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days after being notified to do so.

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## 6. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw the bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Department of Transport, before the closure of this bid.

## 7. REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

## 8. EVALUATION OF BIDS

Bids will be evaluated based on the 90/10 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), 2017 Regulations.

Bids will be evaluated on eligibility and compliance.

## 9. BID VALIDITY PERIOD

Bids must remain valid for a period of **NINETY (90) days** from the closing date of the bid.

## 10. TAX CLEARANCE REQUIREMENTS

It is a condition of this bid that the taxes of the successful bidders must be compliant. , Bidder's tax compliance status will be verified against their CSD registration status. Bidders are encouraged to provide their tax pins.

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## SECTION 3: GENERAL CONDITIONS OF CONTRACT

- The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Bid and obtainable by visiting the National Treasury website at [www.treasury.gov.za](http://www.treasury.gov.za)
- Bidders must familiarize themselves with latest GCCs

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## **SECTION 4: SPECIAL CONDITIONS OF CONTRACT**

#### 4.1 SPECIAL CONDITIONS OF BID

##### 1. DEFINITIONS

- 1.1 Where the General Conditions of Contract are referred to in the contract documents, they shall also include any Special Conditions, unless the contrary is required by the context.
- 1.2 Words in the singular also include words in the plural and *vice versa* where the context permits.
- 1.3 Except where the context indicates otherwise, in the contract documents any word or expression to which a meaning has been assigned in the Act, shall have that meaning and the following words and expressions shall have the following meanings:
- “School Calendar year”** means the period of the year which Scholars attend school. The periods are announced annually by the Minister of Education.)
- "Accepted", "approved", "authorised", "directed", "ordered" and "rejected"** means accepted, approved, authorised, directed, ordered or rejected by the Department;
- “Act” or “the Act”** means the National Land Transport Act, 2009 (Act No. 5 of 2009);
- “Adapted light delivery vehicle”** means a vehicle that has been designed or modified by a registered manufacture to carry persons in accordance with National Road Traffic Act.
- "Agreed"** means agreed in writing by the Department on the one hand and the TRANSPORT OPERATOR on the other hand;
- “Applicable rates”** means travel rates as determined by the Department of Transport (National Department of Transport)
- "Authorised stop"** means a stop, rank, school or terminal authorised by the relevant local authority and/or traffic authority and/or authorised in the contract specifications and agreed to by the Department and TRANSPORT OPERATOR;
- "Bus"**, means a motor vehicle designed or modified to carry more than 35 persons, including the driver.
- "Capacity"** in respect of recommended vehicles means the maximum number of persons that may lawfully be carried in the recommended vehicles, including all seated and standing passengers but excluding the driver;
- “Claims”** means a schedule submitted to the department consisting of a costed list of approved trips undertaken by the TRANSPORT OPERATOR and supported by properly completed proof of deliveries;
- "Commencement date"** means the date on which the services will commence as stated in the Special Conditions or as agreed in writing between TRANSPORT OPERATOR and the Department;
- "Contract"** means the agreement which results from the acceptance of the operation of the services as described in, among others, the Specifications, including the terms and conditions set out in the contract documents as well as to the agreement in writing between TRANSPORT OPERATOR and the Department and in such other documents which the Parties to the contract may agree in writing shall form the basis of the contract;
- "Contract documents"** means the documents listed in clause 10;
- "Day"** includes Monday to Friday for all school days as published in the annual official Department of Education school calendar for the Eastern Cape;

**"Department"** means the Department of Transport in the Eastern Cape Provincial Administration / approved Representative, or a person designated by that authority to act on its behalf or, in the case of a provincial administration any transport authority or core city to which that administration has ceded its rights and delegated its obligations;

**"Duty sheet"** means a document providing written instructions to a driver regarding the relevant trip;

**"Early trip"** means a trip where the vehicle concerned departs from the departure point or any intermediate timing point specified in the time table, before the time listed in the time table;

**"Emergency"** means a situation which is beyond the control of TRANSPORT OPERATOR, for example strikes, stay-aways, riots, *vis major*, etc., and which makes the provision of the services or part thereof impossible;

**"Invoice"** means a document with list of goods sent or services provided, with a statement of the sum due for these in a prescribed format which is to be completed, signed and submitted by TRANSPORT OPERATOR to the Department in support of their claim;

**"Invoice Package"** means the prescribed forms including the invoice and the proof of delivery (PoD-as prescribed by the Department) which are to be completed, signed and submitted by TRANSPORT OPERATOR to the Department in support of his or her claim;

**"LDVs"**, means a light delivery vehicle adapted for the conveyance of persons in compliance with the National Road Traffic Act, 1996, and only if it meets the requirements set down by the MEC in terms of the National Land Transport Act, 2009, Act No. 5 of 2009;

**"Learner"**, means those learners that have been approved to be transported from a defined pick up point to a designated school as described in the Specification;

**"Live kilometres"** means kilometers that are captured by the driver's app from the first "check-in" (first pick-up point) point to the "check-out" (last pick-up point).

**"Midibus"**, means a motor vehicle designed or modified solely or principally for conveying more than (16) but not more than (35) seated persons, including the driver.

**"Minibus"**, means a motor vehicle designed or modified solely or principally for conveying more than (9) but not more than (16) seated persons, including the driver.

**"Month"** means a calendar month;

**"Operating licence"** means an operating licence as defined in the Act which is necessary to enable the Operator to provide the services in terms of the contract, and where the Operator is already in possession of such licence before the commencement date, includes any renewal, amendment or transfer of such licence(s) necessary to enable him or her to provide the services;

**"Party"** or **"Parties"** means the Department and/or TRANSPORT OPERATOR, as the context indicates;

**"Permit"** means a public road carrier permit issued in terms of the Road Transportation Act, 1977, or a similar authority issued in terms of a previous law as defined in the Act, which is necessary to enable the Operator to provide the services in terms of the contract, and includes any renewal, amendment or transfer of such permit(s) necessary to enable him or her to provide the services;

**"Rebuilt vehicle"** means that a new body has been built on a rebuilt chassis, that all the compulsory vehicle standards applicable to the body as laid down by the latest requirements of the South African Bureau of Standards (SABS), the Standards Act, 1993 (Act No. 29 of 1993) and /or the Road Traffic Act,

1989 (Act No. 29 of 1989) are met in each and every instance and that a roadworthy certificate (certificate of fitness) is mandatory for each vehicle to be used;

**"Rehabilitated vehicle"** means that only the floor and the inner and outer cladding of the body be removed to facilitate close *in situ* examination and repair of the superstructure framing, that new cladding and floor fitted and that all the compulsory requirements as laid down by the latest requirements of the South African Bureau of Standards (SABS), the Standards Act, 1993 (Act No. 29 of 1993) and /or the Road Traffic Act, 1989 are met in each and every instance and that a roadworthy certificate (certificate of fitness) is mandatory for each vehicle to be used;

**"Route"** means a fixed path from origin to destination along a series of roads with intermediate stops as specified in the contract documents or otherwise agreed to between the Parties;

**"Scheduled kilometres"** means those kilometres which are authorised in accordance with the time table, as approved and amended from time to time;

**"Scheduled trips"** means those trips which are authorised in accordance with the time table, as approved and amended from time to time;

**"Service area"** means the areas served by the routes, as described in the Specifications, in which the services will be operated;

**"Services"** means the transportation of learners along a route by specified vehicles at specified times and frequencies and stopping at specified locations, which is to be provided in terms of this contract;

**"SMS"** means short message services

**"Special conditions of contract"** or **"special conditions"** means any amplification or amendment or addition to or departure from the General Conditions pertaining to the specific contract as set out in the Special Conditions;

**"Specifications"** means the document that outlines the scope of work, operator requirements, routes, rates and vehicle requirements;

**"Supplementary agreement"** means a new contract between the Department and TRANSPORT OPERATOR for operating additional services outside the service area which were not contemplated in the original contract, are not required for the proper fulfilment of the original contract and do not amount to variations in terms of clause 32, as well as for additional learner number that may be added after the conclusion of this agreement;

**"Software application"** means the scholar transport mobile app.

**"Time table"** means a schedule approved by the principal of the relevant school, indicating all arrival/ departure times of approved learners per trip from points of origin and specified intermediate points as well as arrival times at destinations on each route for school days, subject to any variation thereof in terms of clause 32;

**"Transport authority"** means a transport authority as defined in the Act;

**"TRANSPORT OPERATOR"** means the person who is a licensed and suitably experienced local public transport operator.

**"Trip"** means the operation of a vehicle, carrying non-fare paying learners, travelling in both direction on a route as set out in the authorised time table, including any variations approved by the Department in writing in terms of clause 32;



"Unsuitable vehicle" means a vehicle which is materially different from those specified in clause 33.1 of the Special Conditions in terms of make, model or otherwise, or which the Department in its discretion deems to be unsuitable to provide the services adequately;

## 2. ACCESS AND DISCLOSURE

- 2.1 The Department and any person authorised shall at all reasonable times have access to all vehicles and relevant documentation of TRANSPORT OPERATOR for the purpose of monitoring service quality.
- 2.2 The Department reserves the right to access communication mobile devices utilised in the implementation of this contract.
- 2.3 TRANSPORT OPERATOR must, at the request of the Department, produce proof of the validity of all licences, permits and other requirements arising from the contract, or, where applicable, proof that application has been made for such licence, permit or requirement. Such proof must be furnished not later than two (2) working days from the date of receipt of a written request.
- 2.4 TRANSPORT OPERATOR must notify the Department within seven (7) days of any change regarding ownership control as contemplated in section 44 of the National Land Transport Act and complete a declaration in respect of any new person or entity exercising such ownership control.

## 3. ADMINISTRATIVE MATTERS

- 3.1 All accounting records and proof of deliveries must be kept for a period of at least three (3) years after termination or expiration of the contract.
- 3.2 Where in terms of this contract any amount is owing to the Department by TRANSPORT OPERATOR, a certificate under the hand of the official of the Department responsible for management of the contract shall be *prima facie* proof—
  - (a) that such amount is owing;
  - (b) of the fact that such official signed the certificate, and
  - (c) that the relevant amount is due and payable.

## 4. PICKUP POINT

- 4.1 Only authorised pick up points or amendments made to pick-up points in terms of clause 32, shall be used by the Transport Operator.

## 5. CANCELLATION OF SCHEDULED TRIPS

- 5.1 Cancellation of scheduled trips is not permitted unless—
  - (a) instructed by the department on the basis of insufficient programme funds as budgeted for in the departmental annual Scholar Transport Programme budget;
    - (i) Notification of service suspensions or reduction must be made at least 14 calendar days before the suspension or service reduction is to come into effect;
  - (b) requested by the TRANSPORT OPERATOR and agreed to in writing by the Department in terms of clause 32;
  - (c) the cancellation is due to unforeseen road closures, obstructions, floods or adverse weather conditions, closure of schools, pick up points and routes by the Eastern Cape Department of Education. ;
  - (d) 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
  - (e) 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 TRANSPORT OPERATOR's organisation.

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- 5.2 Where the Department orders the TRANSPORT OPERATOR to provide services in circumstances where the TRANSPORT OPERATOR is of the opinion that there is immediate danger to life or of personal injury or of serious damage to property, the TRANSPORT OPERATOR may refuse to comply, in which case the matter shall be referred to the Department for decision within twenty-four (24) hours. If the Department decides that there was in fact no such danger, the TRANSPORT OPERATOR shall be penalised in accordance with clause 21 of the Special Conditions for not providing the services. Should the TRANSPORT OPERATOR be dissatisfied with the Department's decision, the TRANSPORT OPERATOR may declare a dispute under clause 26.
- 5.3 Where the TRANSPORT OPERATOR is unable to carry out his obligation in terms of this agreement due to boycott action, either against the TRANSPORT OPERATOR'S or generally, TRANSPORT OPERATOR must refer the matter to the Department for decision. If the Department decides that such cancellation is not justified, the TRANSPORT OPERATOR shall be penalised in accordance with clause 21 of the Special Conditions for not providing the services. Should TRANSPORT OPERATOR be dissatisfied with the Department's decision, TRANSPORT OPERATOR may declare a dispute under clause 26.
- 5.4 TRANSPORT OPERATOR must inform the Department within twenty four (24) hours after the cancellation of any scheduled trips and also when the trips are recommenced. TRANSPORT OPERATOR must also confirm the cancellation and recommencement to the Department in writing and notify The Department of the reasons for the cancellation. The Department must investigate and confirm the reasons for all cancellations.
- 5.5 Where a trip has not taken place due to factors not within the control of a TRANSPORT OPERATOR and the School Principal representing the affected school where delivery has not taken place records on the Proof of Delivery that he or she agrees that the non-delivery was reasonable and justified, the Department may, at its discretion, accept the opinion of the Principal and dispense with any resulting penalties and/or make payment as if the trip was delivered.

**6. CESSION, DELEGATION AND SUB-CONTRACTING**

- 6.1 The department shall not allow cession, deligation and sub-contracting during the course of the contract.

**7. CHOICE OF LAW**

The law of the Republic of South Africa shall be applicable to this contract and any matter arising therefrom. TRANSPORT OPERATOR must abide by all applicable statutes, regulations, ordinances, by-laws and other laws and binds him- or herself to accept the jurisdiction of the courts of law of the Republic of South Africa in respect of any matter arising out of this contract.

**8. COMMENCEMENT DATE AND DURATION**

- 8.1 The Transport Operator must commence the services on the 1<sup>st</sup> official day as stated in clause 2 of the Specifications or as otherwise stated in the letter of acceptance of the contract.
- 8.2 The contract shall run to to the last school day of 2025 academic year.
- 8.3 Should circumstances dictate otherwise the Department may instruct the TRANSPORT OPERATOR to continue operating the services for a maximum additional period of up to 12 months. One (1) month's prior notice shall be given in writing if the contract period is to be so extended.
- 8.4 The allocation of work shall be aligned to DoE academic year.

**8.5 ESTABLISHMENT**

- 8.5.1 During the period between the signing of the contract and the commencement date, the Department must arrange the following activities, among others:

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- (a) completion of all application and other procedures for the granting and issuing of necessary operating licences in terms of clause 22 (if required) of the Special Conditions and insurance in terms of clauses 17 thereof,
- (b) development of time tables schedules and operating data, management control systems and information systems;
- (c) preparation and training of operator duties, proof of delivery's and other forms necessary for the services;
- (d) other activities necessary for the commencement of the services requested by the Department.
- (e) Conduct road worthy of all contracted vehicles.

## 9. APPLICATION SOFTWARE REQUIREMENTS

During the period of signing of the contract, the Department requires the operator to be in possession of the smart handheld device with the following features amongst others:

### OPERATING SYSTEM AND VERSION:

- (a) iOS the version should be a minimum of Version 12 or the latest version of iOS is always the required in the mobile.
- (b) Android version should be a minimum of Version 12 or the latest version of Android is always the required in the mobile.
- (c) Windows 10 version 17763.0 or later is always required in the mobile.

### DURING OPERATION:

- (a) The EC DoT Mobile Application (Driver's App) would be installed on this Mobile device (smart handheld device )
- (b) The EC DoT Mobile Application (Driver's App) will utilise data for monitoring purpose and there is need for sufficient data on the Mobile device (smart handheld device )
- (c) The device should have sufficient battery life for the duration of the service and or operation
- (d) The EC DoT Mobile Application (Driver's App) will load and or capture picture of the designated driver, vehicle registration, vehicle make and model.

## 10. CONFIDENTIALITY

The Parties must keep confidential and not disclose without prior written consent of the other Party any trade, business or confidential information supplied by either Party, or that is contained in the contract documents, being information contemplated in Chapter 4 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), except where obliged to do so in terms of law.

## 11. CONTRACT DOCUMENTS

- 11.1 All the documents constituting the contract are to be read in conjunction with each other.
- 10.2 The several documents constituting the contract are to be regarded as mutually explanatory. In the case of ambiguities or discrepancies in these documents, or in the case of uncertainty as to the meaning or intention of any part of these documents, TRANSPORT OPERATOR must refer this to the Department so that it may be explained and rectified. TRANSPORT OPERATOR shall be responsible for the consequences arising from neglect to take this precaution. When the Department is notified of such ambiguities, discrepancies or uncertainties, it must, issue instructions to TRANSPORT OPERATOR directing what is to be done: provided always that if TRANSPORT OPERATOR is of the opinion that the Department's instructions will result in additional expenses for which could not reasonably have been anticipated, the OPERATOR may declare a dispute in accordance with clause 26.
- 10.3 In case of a conflict the order of precedence of the documents shall be as follows:

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- (a) Bid document
- (b) Letter of appointment
- (c) Allocation form
- (d) Completed Contract Forms.

Subject to any amendments in writing contemplated in clause 12. These documents, together with any such amendments, constitute the contract documents.

## 11. COMMUNICATION

11.1 Communication may be maintained by using any of the following methods:

- (a) Hand delivery;
- (b) Registered mail, which method may only be used after contract acceptance;
- (c) Electronic mail (Email) or;
- (d) SMS.

The communication protocol shall be detailed on the bid document.

11.2 Any notice given in terms of this contract must be in writing and shall be deemed to have been received by the addressee—

- (a) On the date of delivery, if delivered by hand;
- (b) On the eighth (8th) day following the date of posting, if sent by prepaid registered mail; or
- (d) On the day after dispatch, if delivered by courier.

## 12. ENTIRE CONTRACT

12.1 On acceptance of a contract, the documents mentioned in clause 10 and approved alterations and addenda thereto shall constitute the full agreement between the Parties, and no other representations or terms shall form part thereof unless reduced to writing and signed by or on behalf of the Parties.

12.2 No amendment of this contract or of any provisions or terms thereof, and no extension of time or waiver or relaxation or suspension of any of the provisions or terms of this contract shall be of any force or effect unless reduced to writing and signed by both parties hereto.

## 13. ROUTE RATE REVIEWS

13.1 Maximum Route rates will be provided by the department of transport, rates may be reviewed in consultation with the relevant stakeholders for the duration of the contract.

13.2 Should it be necessary to make a monetary correction later as a result of any verification of kilometres by the Department or any dispute over the rates/kilometres review process, arithmetical error or any other cause, the price adjustment factors in force during that period in which the services were performed, shall be used.

## 14. FARES

14.1 No fares shall be charged by operators to the approved and non approved learners for providing the scholar transport services contracted in this agreement.

## 15. INDEPENDENT CONTRACTOR

15.1 TRANSPORT OPERATOR shall act as an independent service provider and not as an employee or agent of the Department and does not have the authority to bind the Department contractually to any

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other party.

- 15.2 The Department shall not be liable to pay any retrenchment or severance benefits to any of the employees of TRANSPORT OPERATOR on expiry of the contract period.

**16. INFORMATION TO BE PROVIDED BY TRANSPORT OPERATOR**

- 16.1 To support TRANSPORT OPERATOR claims and to enable proper monitoring of performance, TRANSPORT OPERATOR must supply the Department with the following statistical data and information by returning a pre-printed **proof of delivery (POD)** (which will be supplied to schools by the Department) which will be completed by both the school and Transport Operator for each trip undertaken. The submitted information must be reconciled by the TRANSPORT OPERATOR using the information on the APP. The vehicles on proof of delivery should be the contracted vehicles or substitute vehicles consented by the Department.

The TRANSPORT OPERATOR will submit to the Department the original invoice on or before the 7<sup>th</sup> day of each ensuing month, if that day falls on a public holiday or weekend the next business day preceding the weekend or public holiday.

- 16.2 The TRANSPORT OPERATOR must ensure that all the compliance documents are submitted to the department when requested.
- 16.3 TRANSPORT OPERATOR may be required to submit any other information that may reasonably be required from time to time by the Department which may be relevant to the contract.
- 16.4 TRANSPORT OPERATOR must retain its copy of the above-mentioned data and information and keep it available to the Department for inspection for at least three (3) years after the end of the contract period.
- 16.5 If in the opinion of the Department, TRANSPORT OPERATOR provides incorrect, false or fraudulent information which may prejudice the Department, then in addition to any other remedies the Department may have or action it may take, all future payments to TRANSPORT OPERATOR or a portion thereof as determined by the Department may be withheld until the amount (*quantum*) of the Department's damages can be determined. Thereafter the Department may deduct the outstanding amount of such damages from any moneys due to TRANSPORT OPERATOR. However, the services shall continue subject to the provisions of the contract. If the Department suspects that such incorrect, false or fraudulent information is being provided—
- (a) the Department may immediately appoint auditors to check and verify all books and records of TRANSPORT OPERATOR and TRANSPORT OPERATOR hereby accepts liability for all auditors', attorney and own client and other costs so incurred, unless it is found that no incorrect, false or fraudulent information has been provided as contemplated above;
  - (b) a certificate under the hand of the responsible officer of the Department shall be *prima facie* proof of the amount (*quantum*) of damages suffered by the Department; and
  - (c) the onus of proof shall be on TRANSPORT OPERATOR to prove that his or her officials, servants or agents did not act in a collusive manner or with fraudulent intent or in a negligent manner.
- 16.6 In addition to any statutory obligations, TRANSPORT OPERATOR must, within twenty-four (24) hours of its occurrence, report to the Department any accident in which persons have been injured or killed. This must be followed by a written report containing full details of the occurrence within four (4) weekdays of the occurrence. The TRANSPORT OPERATOR must also provide the Department with the South African Police Service (SAPS) case number of the accident as proof that it was reported.
- 16.7 TRANSPORT OPERATOR must forthwith upon the occurrence of any of the following events notify the Department in writing of the details thereof:

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- (a) Any revocation, suspension or refusal to renew any licence or permit necessary for the provision of the services, and
- (b) The imposition of any condition upon such licence or permit or any other circumstance which would prevent the Operator from providing the services in accordance with the contract.

16.8 In addition to the information referred to in clause 16.1, TRANSPORT OPERATOR must supply the Department with additional information, if so requested by the Department, for information purposes.

**17. INSURANCE**

17.1 TRANSPORT OPERATOR must take reasonable steps to ensure the safety of passengers and property. The Department shall not 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 TRANSPORT OPERATOR or his/her agents or employees and TRANSPORT OPERATOR hereby indemnifies the Department against all claims, demands, lawsuits, damages, costs (including attorney and client costs), charges and expenses whatsoever in this regard. Nothing contained in this provision shall, however, be deemed to render TRANSPORT OPERATOR and its Operators liable for, or to indemnify the Department against, any compensation or damages for or with respect to injuries or damage to persons or property resulting from any negligent act or omission done or committed during the currency of the contract by the Department or its servants or for or in respect of any claims, demands, lawsuits, damages, costs, charges and expenses in respect thereof or pertaining thereto.

17.2 TRANSPORT OPERATOR must effect and maintain throughout the duration of the contract, at their own expense, passenger liability insurance cover to the value of R1 000,000 (one million rand) or more per incident involving a learner transported by the TRANSPORT OPERATOR as part of the Scholar Transport Programme and full comprehensive vehicle insurance based on the realistic market value of the vehicle(s) with an insurance company chosen by the TRANSPORT 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 TRANSPORT OPERATOR 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 TRANSPORT OPERATOR. 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 TRANSPORT OPERATOR and its Operators or its agents or servants in connection with the provision of the services.

**18. OPERATION OF SERVICES**

18.1 TRANSPORT OPERATOR 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. TRANSPORT OPERATOR must comply with and strictly adhere to the Department's written instructions and directions regarding the operation of the services, subject to clause 5.2. TRANSPORT OPERATOR must take written instructions and directions only from the Department or a duly authorised delegate of the Department.

18.2 Depending on the requirements of the contract as to which type or combination of types of mode of transport to be provided by TRANSPORT OPERATOR, he or she must provide for each trip a vehicle having the passenger capacity as specified in the definitions of "minibus", "midibus", "bus, as the case may be and that conforms fully with the requirements of clause 6 of the Special Conditions and the attributes specified in clause 33.1 of the Special Conditions of Contract.

18.3 TRANSPORT OPERATOR 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 or other grounds contemplated in the Act and/or applicable road traffic legislation, which

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misconduct shall immediately be brought to the attention of the Department and Principal/School for mediation.

- 18.4 Should TRANSPORT OPERATOR become aware of circumstances or problems which have prevented him or her, are preventing him or her or will prevent him or her from providing the services as specified, he or she must, as soon as is reasonably possible after becoming so aware, advise the Department of such circumstances or problems and also indicate the manner in which the provision of the services were, are or are going to be influenced thereby, if applicable. Such advice must be confirmed in writing as soon as reasonably possible. TRANSPORT OPERATOR must in such circumstances comply with clause 28.

**19. MONITORING OF PERFORMANCE**

The Department 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.

**20. OWNERSHIP OF DOCUMENTS**

All contract documents shall remain the property of the Department and may not be sold or otherwise disposed of. Also, all documents and data prepared by TRANSPORT OPERATOR in connection with the services which are lodged with the Department shall remain the property of the Department.

**21. PAYMENT FOR SERVICES**

- 21.1. TRANSPORT OPERATOR shall be paid monthly in arrears within 30 days of receipt of error free invoice package for providing the services set out in the terms of reference and special conditions of contract and for approved variations in accordance with clause 32. The amount thus payable will be the approved claimed amounts less any amounts withheld under clause 21 of the Special Conditions.
- 21.2. TRANSPORT OPERATOR must submit to the Department invoice package in the format prescribed by the Department in the Contract, containing inter alia the information set out in clause 16
- 21.3. When all the information has been supplied as specified in clause 16 and the duly completed and signed proof of deliveries have been submitted to the Department, the invoice will be certified by the Department when satisfied with the contents and correctness thereof.
- 21.4. TRANSPORT OPERATOR may not make any correction or modification to proof of delivery which are submitted to the Department. The Department shall have the right to withhold certification in respect of any part of the services not being operated to its satisfaction. TRANSPORT OPERATOR must submit the invoice package to the Department error free, from the Operators within 30 days of the service being rendered. If errors are identified the proof of deliveries will be returned to TRANSPORT OPERATOR for correction and re-submission within 14 days.
- 21.5. All payments shall be made directly into the bank account of TRANSPORT OPERATOR, details of which must be supplied by TRANSPORT OPERATOR.
- 21.6. Should TRANSPORT OPERATOR, for whatever reason, owe any amount to the Department, the Department shall notify the operator of the debt in writing, raise a debt and recover the debt.
- 21.7. The certification or approval of a payment certificate by the Department shall not be deemed to be approval of, or waiving of rights regarding any services or other matter in respect of which it was issued, or be taken to be an admission of the due performance of the contract or any part thereof, or of the accuracy of any claim made by TRANSPORT OPERATOR, and no certificate shall revoke or prejudice any of the rights and powers of the Department. No such certificate shall deprive the Department of any right they may have regarding wrongful acts or breach of contract on the part of TRANSPORT OPERATOR that may appear or become known later.

## 22. PENALTIES

- 22.1. Penalties shall be imposed against TRANSPORT OPERATOR for each offence in accordance with clause 4 of the Special Conditions and the Department shall advise TRANSPORT OPERATOR on a monthly basis of penalties so imposed.
- 22.2. The services shall be fully monitored through out the duration of the contract however in the first week of operation all offences shall be listed, but penalties will not be imposed. Thereafter penalties shall be imposed as set out hereunder.
- 22.3. It is the duty of TRANSPORT OPERATOR to report all trips not operated, late and early trips, and any other information which is relevant to the calculation of payments. Where the Department reports more trips not operated than those reported by TRANSPORT OPERATOR for three consecutive weeks, from the fourth week penalties will be doubled for the remaining contract period for all infringements not reported by TRANSPORT OPERATOR.
- 22.4. No vehicle shall leave the first point of departure before the time listed in the time table or more than fifteen (15) minutes thereafter, failing which penalties will be imposed as set out below.
- 22.5. TRANSPORT OPERATOR will be expected to adhere strictly to the requirements of the Terms of Reference and Special Conditions of Contract. Penalties will be imposed in the following events:

### Failing to provide specified trips:

Where trips have not been fully provided, a penalty will be imposed, calculated as follows:

- 1<sup>st</sup> instance per allocated trips – no. of trips not operated x agreed upon rate relating to that trip per the authorised route x 100%.
- 2<sup>nd</sup> instance per allocated trips – no. of trips not operated x agreed upon rate relating to that trip per the authorised route x 150%
- 3<sup>rd</sup> instance per allocated trips – no. of trips not operated x agreed upon rate relating to that trip per the authorised route x 200% and requirement of investigation report by TRANSPORT OPERATOR

-"1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> instance per allocated trips"- instances refers to transgressions committed by the Transport Operator.

-the penalty shall be imposed on the invoice of the respective month that the transgression has been committed.

### 22.5.1. Providing trips that depart late or early

In the case of a trip that—

- (a) Delivery between fifteen (15) and thirty (30) minutes late from the time the school starts/ends, a penalty of R200 (Two Hundred Rand)
- (b) Delivery between thirty (30) and forty-five (45) minutes late from the time the school starts/ends , a penalty of R300 (Three Hundred Rand)
- (c) Delivery between forty-five (45) and sixty (60) minutes late from the time the school starts/ends, a penalty of R500 (Five Hundred Rand) will be imposed.
- (d) Delivery more than (60) minutes late from the time the school starts/ends, a penalty of R700 (Seven Hundred Rand) will be imposed and clause 5 will be enforced.



#### 22.5.2. Vehicle breakdowns

- (a) The TRANSPORT OPERATOR is expected to provide an alternative inline with the minimum requirements as per the Terms of Reference and Special Conditions of Contract and the Operator shall immediately advise the Department, vehicle for breakdowns within one hour of the vehicle breaking down.
- (b) Where a replacement vehicle is provided it must be inline with the minimum requirements as per the Terms of Reference and Special Conditions of Contract and the Operator shall immediately advise the Department, no penalty will be imposed. If a replacement vehicle is provided, but not within the stated time, a penalty of R400 (Four Hundred Rand) will be imposed. If no replacement vehicle is provided, penalties will be imposed for a trip not provided as set out in clause 5.

#### 22.5.3. Failing to pick up or set down passengers at authorised stops

Where approved learners were not picked up or set down at an authorised stop, a penalty of R100,00 (One Hundred Rand) will be imposed and the TRANSPORT OPERATOR shall inform the department with immediate effect.

#### 22.5.4. Vehicles in an unsatisfactory condition

Vehicles must be roadworthy and comply at all times with the National Road Traffic Act, 1996 and other relevant legislations. Where a vehicle fails to comply with any legal requirement, it must be withdrawn from service immediately until the defect is rectified and a substitute vehicle shall be provided and should be in line with the TOR/SCC, failure will result in penalties being imposed for failing to operate.

#### 22.5.5. Failing to provide the right type of vehicles

- (a) Where TRANSPORT OPERATOR fails to provide the right type and quality and specification of vehicles as specified in clause 33.1 of the Special Conditions of Contract no payment will be made by the Department against that trip.
- (b) Notwithstanding the above, no penalty will be imposed if trips are cancelled as contemplated in clause 5.1 of the the Special Conditions of Contract, with the agreement of the Department.

### 23. PERMITS AND OPERATING LICENCES

- 23.1. TRANSPORT OPERATOR must promptly do everything in his or her power to obtain and maintain in force all operating licences or permits, including licences 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 Act and other applicable legislation.
- 23.2. It shall be the TRANSPORT OPERATOR's responsibility to apply timeously to the competent Provincial Regulatory Entity (PRE) for the necessary operating licences, or amendments to existing permits or operating licences, as the case may be, covering the contract routes, unless TRANSPORT OPERATOR is already in possession of such licences, permits, amendments or approvals. The Department will provide a letter to the Board notifying it of the awarding of the contract. The operating licences must be applied for the duration of the contract period only. When such licences are issued, TRANSPORT OPERATOR must supply copies to the Department forthwith.
- 23.3. The Special Scholar Transport liscence or amendments referred to in clause 22.2 must be applied for within seven (7) days of the date on which the contract is accepted and TRANSPORT OPERATOR must take all reasonable steps to obtain the granting and issuing thereof as expeditiously as possible.
- 23.4. At the end of the contract period, or if the contract is terminated in terms of clause 30, TRANSPORT OPERATOR undertakes not to oppose any applications for operating licences made by other operators who may obtain contracts from the Department to continue the services in so far as they relate to the routes in question.

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**24. POWERS, DUTIES AND AUTHORITY OF THE DEPARTMENT**

- 24.1. The function of the Department is to administer and supervise the contract in accordance with the provisions thereof.

It is the duty of the Department to supervise the operation of the services as provided by TRANSPORT OPERATOR, to monitor such services to ensure compliance with the Specifications.

The Department shall have the right to investigate any complaints, objections or representations made by learners, parents, principals, schools, Department of Education, local authorities or other interested persons relating to the services and to take appropriate action against the Transport Operator.

Should TRANSPORT OPERATOR become aware that any of their employees having threatened the Department's monitoring staff or staff of the Department of Education assisting in this process, TRANSPORT OPERATOR shall be obliged to take immediate disciplinary or other appropriate steps to prevent a recurrence, and submit a report to the department within seven days of the steps taken.

**25. RELAXATION**

Except as otherwise stated, no latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder or the enforcement of any right arising from this contract and no single or partial exercise of any right by either Party shall under any circumstance be construed to be an implied consent by such Party as a waiver or a novation, or otherwise affect any of that Party's rights in terms of or arising from this contract or stop such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. No waiver on the part of either party of any rights arising from a breach of any provision of this contract will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

**26. SERVICES OUTSIDE THE CONTRACT**

In addition to the services which TRANSPORT OPERATOR is obliged to provide in accordance with this contract, it may operate any other passenger transport that it is duly licensed for, provided that the operation of such transport does not in any way interfere with or inhibit its ability to provide the services in terms of this contract.

**27. SETTLEMENT OF DISPUTES**

- 27.1. TRANSPORT OPERATOR may appeal to the Department against the imposition of any penalty imposed in terms of clause 21 of the Special Conditions, or against any variation made by the Department in terms of clause 32, by giving written notice to the Department within fourteen (14) days of the penalty or variation coming to their knowledge. The Department must give a decision on the matter within fourteen (14) days of receipt of such notice. If TRANSPORT OPERATOR is not satisfied with the decision, it may declare a dispute in terms of clause 26.2.
- 27.2. Should any dispute or difference of any nature whatsoever arise between the Parties in connection with or arising from the contract the Party declaring the dispute or difference must notify the other Party in writing, and the Parties must attempt to resolve the matter within twenty-one (21) days of the notice. If no resolution can be achieved within that period, the dispute or difference must be settled by way of mediation as provided for hereunder.
- 27.3. Mediation procedure is commenced by either Party giving the other written notification that the matter must proceed to mediation. Where such a notification is delivered—
- (a) the Parties must each in writing nominate a mediator who is or has been a judge or practising advocate of not less than ten (10) years standing. This will take place within twenty-one (21) days after the notice to proceed to mediation and if the Parties cannot agree on one mediator

within a further seven (7) days, Association of Law Societies of the RSA shall be requested to nominate a mediator within fourteen (14) days after the request;

- (b) the Parties must commit themselves in every respect to the speedy finalisation and solution of the mediation proceedings;
- (c) any party may furnish the mediator in advance with written documentation and information and must make the same available to the other party;
- (d) the mediator must give each Party the opportunity to present its case by means of written and/or oral representations and to submit settlement alternatives, and the mediator must aid the Parties in reaching a mutually acceptable agreement;
- (e) the mediator must record the settlement reached by the Parties, and request the Parties to sign the draft settlement within three (3) days after a settlement has been reached and give a copy thereof to each Party;
- (f) the Parties must pay the costs of the mediator in equal shares, unless the mediator orders one Party to pay a larger share or the full amount;
- (g) the signed settlement shall be final and binding on both Parties;
- (h) any information, documentation and material disclosed or made available to the mediator privately or in caucus will remain confidential and will not be disclosed by him or her or any party without the prior consent of the party who made available such information, documentation or material;
- (i) mediation will take place on a confidential and "without prejudice" basis. The Parties undertake that they will not subpoena any person who is a party to or who is involved in the mediation, including the mediator, for the purpose of giving evidence as to what took place during mediation. The Parties must ensure that the confidentiality of the mediation process is assured.

27.4. If the Parties are unable to reach a settlement within thirty (30) days of the mediator being appointed the mediator must certify this in writing and either Party may institute proceedings in the appropriate court for settlement of the dispute.

27.5. Nothing in this contract will prevent a party from approaching a court for urgent relief.

27.6. TRANSPORT OPERATOR must, notwithstanding any dispute, difference or settlement procedure, continue to provide the services as directed by the Department pending finalisation of the dispute.

## 28. SIGNING OF CONTRACT

28.1. After the award of the contract the TRANSPORT OPERATOR shall within seven (7) days sign the contract document. The contract document shall be prepared at the expense of the Department in accordance with the Contract Forms, with such amendments as are agreed to by the Department and TRANSPORT OPERATOR. Such contract document shall incorporate the documents mentioned in clause 10 and shall have the purpose of consolidating all the terms of the agreement between the Parties. Where feasible, alterations made by means of addenda will be incorporated in the text of the relevant volumes.

## 29. SUBSTITUTE OPERATOR

29.1. In the event of an industrial dispute or staff stay-away, or any other situation affecting the TRANSPORT OPERATOR organisation and his or her ability to provide the services, the TRANSPORT OPERATOR shall be responsible to provide the services, including the option of finding an alternative licenced TRANSPORT OPERATOR to cover all scheduled trips. If there is no time to obtain prior written authority of the Department before the appointment of the substitute operator, the TRANSPORT OPERATOR must inform the Department of the particulars of such substitute TRANSPORT OPERATOR and then obtain the written consent of the Department within 48 hours days of the appointment of the substitute TRANSPORT OPERATOR.

29.2. The appointment of a substitute TRANSPORT OPERATOR under this clause shall not be valid for more than ninety (90) days where after the Department will allocate the services to another TRANSPORT OPERATOR within the panel of operators. The Department shall nevertheless only deal with and issue

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instructions to TRANSPORT OPERATOR who shall bear full responsibility for the provision of the services in accordance with the contract.

- 29.3. At the end of the month when claims are submitted, proof of delivery covered by the substitute operator must be submitted. TRANSPORT OPERATOR will be paid at the applicable contracted rates for these trips and it will be TRANSPORT OPERATOR responsibility to reimburse the substitute operator fully.
- 29.4. If TRANSPORT OPERATOR is unable for any reason to provide scheduled trips for any consecutive period of forty-eight (48) hours and fails to arrange for a substitute TRANSPORT OPERATOR, shall immediately inform the Department to this effect, to enable the Department to arrange for a substitute TRANSPORT OPERATOR if it so desires. Unless the TRANSPORT OPERATOR can prove that they were prevented from operating due to circumstances beyond their control, TRANSPORT OPERATOR shall be liable for all the associated extra costs, and penalties in terms of clause 21 of the Special Conditions will be imposed for scheduled trips not operated. Such circumstances shall not include disputes, stay-aways or strikes confined to the TRANSPORT OPERATOR.

**30. SURETYSHIP**

No suretyship shall be required for the purpose of this contract.

**31. TERMINATION OF CONTRACT**

- 31.1. The department may terminate the contract where it discovers that—
- (a) TRANSPORT OPERATOR has committed an act of insolvency or is actually insolvent in that TRANSPORT OPERATOR liabilities exceed its assets;
  - (b) TRANSPORT OPERATOR has published a notice of surrender of his or her estate or has presented a petition for the acceptance of the surrender of its estate as insolvent;
  - (c) TRANSPORT OPERATOR has made a compromise with his or her creditors or assigned in favour of its creditors;
  - (d) TRANSPORT OPERATOR has agreed to carry out the contract under the supervision of a committee representing his or her creditors;
  - (e) TRANSPORT OPERATOR has been sequestered or gone into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or TRANSPORT OPERATOR has been placed under judicial management;
  - (f) Judicial execution has been levied on TRANSPORT OPERATOR goods.
- 31.2. Where the penalties imposed in terms of clause 21 of the Special Conditions, amount to more than twenty percent (20%) in a particular month of the total amount payable in respect of proof of delivery's for that month, the Department may deliver a written notice to TRANSPORT OPERATOR informing them that the contract will be terminated without further notice if such penalties so exceed twenty percent (20%) in any subsequent month. If such a notice is sent and the penalties do again exceed that percentage in any subsequent month, the Department may terminate the contract without further notice and without granting TRANSPORT OPERATOR any further opportunity to rectify the matter.
- 31.3. **Where—**
- (a) TRANSPORT OPERATOR delegates, cedes or sub-contracts the contract or part thereof without having obtained the Department's consent in writing; or
  - (b) TRANSPORT OPERATOR operating licences or permit(s) necessary to provide the services are withdrawn or suspended; or
  - (c) TRANSPORT OPERATOR fails at any stage to comply with the requirements of section 44 of the Act; or
  - (d) TRANSPORT OPERATOR has offered, promised or given a bribe or other gift or remuneration to any officer or employee in the service of the Department and/or the Department of Education in connection with obtaining or execution of this contract; or

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- (e) TRANSPORT OPERATOR has acted in a fraudulent manner in obtaining or executing a contract with any government department, provincial administration, municipality, public body, company or person; or
  - (f) TRANSPORT OPERATOR has approached anyone including any official or agent of the Department before or after the contract has been awarded, with the aim of influencing the award of the contract in their favour; or
  - (g) TRANSPORT OPERATOR, when advised that the contract has been accepted, and has given notice of inability to sign or execute the contract; or
  - (h) TRANSPORT OPERATOR has abandoned any of its obligations in terms of the contract; or
  - (i) TRANSPORT OPERATOR has deliberately furnished inaccurate information as regards his or her previous experience or the vehicles at his or her disposal for the services, or with regard to any other material information; or
  - (j) TRANSPORT OPERATOR is discovered to have provided incorrect, false or fraudulent information as contemplated in clause 16.5; or
  - (k)
  - (l) TRANSPORT OPERATOR consistently fails to observe the TOR and SCC, whether or not penalties have been imposed, with the result that the quality of the services is unacceptable to the Department,
- 31.4. The Department may, without prejudice to any other rights the Department may have to terminate the contract and, if appropriate, claim damages from TRANSPORT OPERATOR, in addition to any other lawful remedy the Department may have. For the purpose of paragraph (l), TRANSPORT OPERATOR will be regarded as having consistently failed to observe the TOR and SCC where the Department provides a written certificate to that effect. If TRANSPORT OPERATOR disagrees with the Department's opinion, TRANSPORT OPERATOR may declare a dispute under clause 26.
- 31.5. Where TRANSPORT OPERATOR has breached or failed to comply with any term of the contract, the Department may give TRANSPORT OPERATOR at least fourteen (14) days' written notice to rectify the matter, and, if TRANSPORT OPERATOR has not remedied the breach within the said 14 days, without prejudice to any other rights the Department may have, the Department may—
- (a)
    - (i) terminate the contract and, if appropriate, claim damages, or
    - (ii) Institute a claim for damages and/or sue for specific performance against TRANSPORT OPERATOR, and/or
    - (iii) Claim any other lawful remedy the Department may have, or
  - (b) Without prejudice to its rights under paragraph (a) or to any other rights of the Department in terms of the contract, the Department may, without terminating the contract, take steps itself to give effect to the orders not carried out by TRANSPORT OPERATOR, and notify TRANSPORT OPERATOR in writing that—
    - (i) Such steps have been taken; and
    - (ii) TRANSPORT OPERATOR must satisfy the Department by written proof within a time stated in the notice that the Operator will be able to resume the services to the Department's satisfaction by a stated date;
    - (iii) TRANSPORT OPERATOR must resume the services to the satisfaction of the Department by that date; and
    - (iv) If TRANSPORT OPERATOR fails to comply with either (ii) or (iii), the Department may act under paragraph (a).
- 31.6. The Department may terminate the contract on one (1) months' written notice of such termination being given to TRANSPORT OPERATOR, where—
- (a) there has been some defect, error or failure to comply with applicable laws or rules in awarding the contract that requires the contract to be terminated;
  - (b) applicable transport planning shows that the services are no longer required or are no longer required in their present form or that another transport mode, excluding transport with a smaller/larger vehicle, will be more suitable;

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- (c) National, provincial or local transport policy requires it.

In such a case the Department will be obliged to pay to TRANSPORT OPERATOR such damages as TRANSPORT OPERATOR is able to prove. Apart from the foregoing, TRANSPORT OPERATOR shall not be entitled to claim any other amounts whatsoever in respect of such termination of the contract.

- 31.7. Where the contract is terminated under clause 30.2 to 30.4 the Department may require TRANSPORT OPERATOR to continue providing the services for a maximum of thirty (30) days after the date of termination.
- 31.8. Where the contract is terminated under clause 30.2 to 30.5—
- (a) TRANSPORT OPERATOR must cease to provide the service at the expiry of the period contemplated in clause 30.6, or on the date of termination of the contract, as required by the Department, despite the fact that a dispute has been declared under clause 26 or that any party has applied to a court for relief under the contract, and whether or not TRANSPORT OPERATOR disputes the validity of the relevant notice of termination. The Transport Operator so terminated shall not interfere with or disrupts the provision of scholar transport service in the area.
- (b) TRANSPORT OPERATOR undertakes not to operate scholar transport services in the service area after the expiry of the period contemplated in clause 30.6, or on the date of termination of the contract, as the case may be, despite the fact that TRANSPORT OPERATOR and its Operators may hold operating licences or permits authorising such operation;
- (e) The Department will employ another operator to complete the contract or any part thereof.
- 31.9. Should the amounts the Department must pay to complete the contract where it is terminated as contemplated in section 30 exceed the sum that would have been payable to TRANSPORT OPERATOR on due completion by him or her, TRANSPORT OPERATOR shall upon demand pay to the Department the difference and it shall be deemed a debt due by TRANSPORT OPERATOR to the Department and shall be recoverable accordingly: Provided that, should TRANSPORT OPERATOR on demand not pay such amount to the Department, the Department may, without prejudice to any other rights the Department may have, deduct such difference from any sum due to or that may become due to TRANSPORT OPERATOR under this or any previous or subsequent contract between TRANSPORT OPERATOR and the Department.
- 30.10. Termination of the contract shall be without prejudice to any rights of the Department in respect of any antecedent breach of contract by TRANSPORT OPERATOR.
- 30.11. In the event of the Department breaching any terms or conditions of the contract, TRANSPORT OPERATOR may give the Department at least thirty (30) days' written notice of such breach, calling upon the Department to remedy the same. Should the Department fail to remedy the breach in accordance with the notice, this contract may either be terminated after a further fourteen (14) days' written notice period, during which TRANSPORT OPERATOR must still provide the services under the contract, or at the option of the TRANSPORT OPERATOR, he or she may institute a claim for damages and/or sue for specific performance against the Department, or claim any other lawful remedy that TRANSPORT OPERATOR may have against the Department, without prejudice to any other rights TRANSPORT OPERATOR may have.
- 30.12. In the case of termination of the contract in terms of section 30, except for clause 30.10, the Department may immediately appoint auditors to check and verify all relevant books, records and other data of TRANSPORT OPERATOR, and TRANSPORT OPERATOR shall give full cooperation in that regard and make all such information available to the Department on request.

### 31. TIME TABLES

- 31.1 The Department shall agree on the timetable between the school and the TRANSPORT OPERATOR.
- 31.2 Due to the lapse of time between the drafting of the contract documents and the commencement date, as well as possible changing circumstances, variations to the time tables may be necessary before and during the commencement of the services. In such a case the department and transport operator shall agree on the revised timetable.

### 32. VARIATIONS

- 32.1. The Department may after consultation with TRANSPORT OPERATOR recommend in writing the following variations to the services within the service area, :
- (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

and no such variation shall in any way invalidate or vitiate the contract. The Department must notify TRANSPORT OPERATOR in writing of any variations made to the existing services and TRANSPORT OPERATOR must comply with any such variations. TRANSPORT OPERATOR may object to such variations in writing addressed to the Department within seven (7) working days of receipt of the notification. Should any variations be approved, TRANSPORT OPERATOR 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.

- 32.2. TRANSPORT OPERATOR 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 consenting to such a variation the financial implications thereof on the contract rates and time table shall be agreed upon in writing. The decision of the Department in this regard shall be final and be communicated to TRANSPORT OPERATOR in writing.
- 32.3. Where TRANSPORT OPERATOR 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.

### 33. VEHICLES

- 33.1. Only vehicles classified as mini-busses, midi-busses and busses can be used for this service operated by an approved driver.
- 33.2. TRANSPORT OPERATOR is required to submit a statement on schedule of the Contract Forms, showing what vehicles will be available for the services immediately upon award of the contract. The onus is on TRANSPORT OPERATOR 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 2 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.

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- 33.3. The type and condition of all vehicles to be provided by TRANSPORT OPERATOR for the provision of the services must correspond with the requirements of the TOR and SCC. When so ordered by the Department or its Representative, the Operator must remove from the services any unsuitable vehicles. The approval or disapproval of any vehicle by the Department shall not in any way release TRANSPORT OPERATOR from his or her obligations in terms of the contract.
- 33.4. If TRANSPORT OPERATOR, without the written authority of the Department, fails to provide the right type, with reference to quality and capacity, of vehicles as specified in clause 33.1 of SCC within two (2) months of the commencement date or, at a later stage in the contract period, within sixty (60) days after being instructed to do so by the Department, then a penalty shall be imposed as contemplated in clause 21 of the Special Conditions.
- 33.5. TRANSPORT OPERATOR must display identification stickers or decals on vehicles used in providing the services if requested to do so by the Department.
- 33.6. All vehicles utilised must be clean inside and outside when they leave the first point of departure at the beginning of a day.
- 33.7. No vehicles with hard seats will be permitted.

#### 34. DOMICILLIUM

- 34.1. The *domicilia citandi et executandi* in the Republic of South Africa of the Parties for the service of notices and legal documents for all purposes arising out of or in connection with this contract shall be:

The Department:

Department of Transport, Province of the Eastern Cape, Stellenbosch Park, Fleming Street, King Williams Town

TRANSPORT OPERATOR:

The address provided in ECBD1 of Forms to be completed

The other particulars of the Parties are:

Department's telephone number: **043 604 7576**

TRANSPORT OPERATOR's telefax number: As stated in Form 1 of the Contract Forms.

TRANSPORT OPERATOR's telephone number: As stated in Form 1 of the Contract Forms.

- 34.2. The Parties must give notice in writing of any change of the above-mentioned *domicilia* and other relevant particulars, at least fourteen (14) days prior to such new particulars becoming effective.



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## **SECTION 5: TERMS OF REFERENCE**

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**TERMS OF REFERENCE FOR THE PROVISION OF TRANSPORT SERVICES FOR QUALIFYING AND APPROVED LEARNERS TO AND FROM SCHOOLS IN THE PROVINCE OF THE EASTERN CAPE**

**1. PURPOSE**

The purpose of this bid is to appoint a panel of suitable service providers for the provision of transport services for qualifying and approved learners to and from schools in the Province of the Eastern Cape for the period ending December 2025.

**2. BACKGROUND**

In the process of ensuring that quality education is accessible throughout the Eastern Cape Province. The provincial government took an initiative that learners who travel a minimum of 5 kilometers to school should be provided with scholar transport services.

**3. SCOPE OF WORK**

- 3.1. The operators are expected to provide learner transport services for approved learners to and from schools in the Province of the Eastern Cape
- 3.2. The Schools, Routes and Pick-Up Points are attached to this Bid document as **ANNEXURE A**. The data attached is for 2022 school calendar year for tendering purposes. A new data base for 2023/2024 and 2025 will be used subject to change based on Department of Education annual operation during the time of a contract. The change may affect school or routes and or pick-up point.
- 3.3. No operator is allowed to transport other passengers whilst carrying approved learners.

**4. SAFETY OF THE LEARNERS**

The Department considers the safety of the learners in a learner transport service as a material requirement. It is therefore the responsibility of the operators to ensure safe transportation of the learners at all times.

**5. OVERLOADING, SPEEDING AND/ OR INTOXICATION**

No operator is allowed to overload, exceed the speed limit and drive under the influence of alcohol or any other intoxicating substance.

**6. DELIVERY REQUIREMENTS**

All operators must sign the delivery register, proof of delivery at school and submit the invoice which will be in the standard format as prescribed by the department. Operators must note that the total distance claimable will be calculated from the first approved pickup point to the destination school; that is only kilometres travelled will be paid.

**7. MONITORING MECHANISM**

- 7.1. The Department has digitalized the monitoring process through the use of **mobile application** (Mobile App) that is installed on the compatible **smart handheld mobile device (Mobile Device)** to ensure that the service are rendered in line with the contract.
- 7.2. The TRANSPORT OPERATOR shall ensure that all vehicles participating in this contract are provided with the Mobile device for each vehicle.
- 7.3. The Department shall install the Mobile App on the Mobile device for monitoring purpose.

- 7.4. The TRANSPORT OPERATOR shall ensure that the Mobile device's battery is fully charged and functioning during operations.
- 7.5. The TRANSPORT OPERATOR shall ensure that the Mobile device has sufficient data to connect to the internet during operations
- 7.6. The TRANSPORT OPERATOR shall be expected to utilise the Mobile App at all times during operations.
- 7.7. Under NO circumstances shall the TRANSPORT OPERATOR forgo the use of the Mobile App as the use thereof is directly linked to the payment of invoices.
- 7.8. All trips conducted by the TRANSPORT OPERATOR and or designated driver shall be monitored through the Mobile App.

## **8. MONITORING PROCESS**

- 8.1. The TRANSPORT OPERATOR and or designated driver shall at the first pick-up point start the Mobile App and check-in for the scheduled trip. Under NO circumstance shall the TRANSPORT OPERATOR and or designated driver check-in on the Mobile-App before he arrives at the first pick-up point as the department does not pay for dead kilometers.
- 8.2. The TRANSPORT OPERATOR and or designated driver shall capture all designated learners provided on the Mobile App and provide or capture any comments if these are needed before he submits the first pick-up point.
- 8.3. The TRANSPORT OPERATOR and or designated driver shall utilise the shortest route to the next pick-up point. Once he as arrived at the next pick-up point, the transport operator and or designated driver will check-in and then shall capture all the designated learners provided by the Mobile App.
- 8.4. Once the TRANSPORT OPERATOR and or designated driver arrives at school in the morning the school monitor shall sign-off the trip on the Mobile device of the transport operator and or designated driver to confirm the learners were delivered at school.
- 8.5. The TRANSPORT OPERATOR and or designated driver shall at the end of the school day continue with the same process of checking in and submitting on the mobile app from the school all the way back to the last pick-up point.
- 8.6. It must be noted that the Mobile App will capture critical data during the operation such as date, time stamp, user ID, KM travelled.

## **9. VEHICLE INSPECTION**

- 9.1. All the vehicles will be subjected to periodic inspection quartely
- 9.2. All vehicles will also be subjected to roadworthiness inspections quartely.
- 9.3. The operators will be informed of any defects detected during the inspection to enable the operator to correct such defects. In the event that the defects detected render the vehicle unfit for the transportation of learners, the vehicle must be immediately substituted as per Terms of Reference (TOR) and Special Conditions of Contract(SCC).

## **10. PASSENGER LIABILITY INSURANCE COVER**

All operators must have Passenger liability insurance cover with a minimum value of R500 000, 00 per incident cover in respect of each contracted vehicle.

## **11. CODE OF CONDUCT**

The operators must sign and abide by the code of conduct which will be in accordance with a framework issued by the Department during contracting before commencement of the contract. The code of conduct will be signed with the principal of the relevant school.

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**12. COMMUNICATION PROCESS**

For the purpose of this service, communication between appointed operators and the Department will be through the mediums of telephone, short messaging service (SMS), emails and formal written communication.

**13. TRANSGRESSION OF THE CONDITIONS OF THE BID**

Transgression of any of the conditions/provisions of this bid during the operation of the services shall constitute a breach of contract and the Department reserves the right to terminate such a contract with immediate effect.

**14. MINIMUM REQUIREMENTS**

- 14.1. Clear copy of original valid Certificate of Fitness (CoF) per vehicle
- 14.2. Clear copy of the vehicle registration certificate. Vehicles must be in the owner's name or entity (Vehicle authenticity to be verified with eNatis)
- 14.3. Clear copy of original valid Operating License within the District for which you are bidding. In instances where an operating licence has been renewed, a copy of the said operating license must be accompanied by a receipt proving that an application for the renewal thereof was lodged 30 days prior to the expiry date. In instances where bidder is contracted outside operating routes and / or a new entrant, the bidder will be required to apply for Scholar Transport Operating License within 7 days upon Award.
- 14.4. Passenger Liability Insurance valued at R500,000.00 per vehicle.
- 14.5. Bidders must only use the following modes of transport: buses, midi buses, and minibuses, registered under the name of the bidder.
- 14.6. Any misrepresentation on the vehicles (vehicle type, and related licences) will automatically disqualify the bidder.

**NB: Failure to comply with the above minimum requirements will result in the Bid being deemed incomplete and non-responsive and will be disqualified.**

**If any Bidder is found to have misrepresented the Department, the bid will be automatically disqualified.**

**All copies will be verified for authenticity.**

**15. EVALUATION OF CRITERIA**

Bids will be evaluated on eligibility and compliance. The Department will introduce flat rates for all qualifying bidders.

**16. ALLOCATION CRITERIA**

**Service providers need to take note of the following:**

- 16.1. The Department reserves the right to appoint any operator for any route to be filled within the DoE circuit.
- 16.2. Contract Allocations will be reviewed annually based on:-
  - 16.2.1. Availability of budget and or
  - 16.2.2. Any operational requirements deemed feasible by the Department of Transport and or Department of Education

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16.3. Allocation and reduction of routes will be as and when required based on the above criteria in line with clause 33.

**Learners will be allocated according to the criteria set hereunder**

16.4. The Proximity of the operator to the pick up points for the allocated school(s).

16.5. Preference will be given to Operators who provide transportation that can cater for bigger capacity depending on the number of learners to be transported in order to ensure full capacity of the vehicle.

Vehicle Type	Category	Capacity
Mini-Bus		
Midi-Bus		
Bus		

**NB** : To enable a wider participation the Department reserves the right to limit the number of routes allocated per individual Operator.

**17. PRICING CRITERIA**

No individual price proposals will be considered, the Department will provide a standard rate card for all the contracted bidders.

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## **SECTION 6: FORMS TO BE COMPLETED**

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**BID FORM**

<b>Bid No: SCMU10-22/23-0019</b>
<b>Closing time and date: 11h00 13/02/2023</b>

This bid shall remain binding for a period of 90 days calculated from the closing date of the bid

I/We the \*undersigned hereby offer to the Eastern Cape Department of Transport herein represented by the Accounting Officer (hereinafter referred to as the "Chief Executive", to provide all the personnel, equipment and everything which is or may be necessary in and for the appointment of panel of service providers for the provision of transport services for qualifying and approved learners to and from schools in the Province of the Eastern Cape for the period ending December 2025, in execution of the Contract in accordance with the Specifications, Conditions of Contract and subject to the Bid Conditions, to the entire satisfaction of the Accounting Officer.

BID PRICE: \_\_\_\_\_ = Rate card

Full Trading Name:.....

Address (Business):.....

Telephone No (Business):.....

Telex-/Fax No:.....

Bankers (specify branch and telephone No):.....

CSD Registration number:.....

I/We acknowledge that I/we am/are fully acquainted with the contents of the Bid Conditions and that I/we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my/our bid and that I/we elect *domicilium citandi et executandi* in the Republic at:

.....  
.....

Has the declaration of interest (ECBD4) been duly completed? 

Yes		No	
-----	--	----	--

and included with the other bid forms?

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Any bid received which does not include unit prices, itemized prices or any relevant information as requested in the specification may be rejected.

.....  
WITNESS

.....  
PLACE

.....

SIGNATURE OF BIDDER

.....  
NAME OF BIDDER

.....  
CAPACITY

.....  
DATE



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SBD1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU10-22/23-0019	CLOSING DATE:	13 FEBRUARY 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF PANEL OF SERVICE PROVIDERS FOR THE PROVISION OF TRANSPORT SERVICES FOR QUALIFYING AND APPROVED LEARNERS TO AND FROM SCHOOLS IN THE PROVINCE OF THE EASTERN CAPE FOR THE PERIOD ENDING DECEMBER 2025				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS):REFER TO PARAGRAPH 4 OF PAGE  
**29 BID CONDITIONS**

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]				[IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER		.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF TRANSPORT		CONTACT PERSON	Ms P Mehlo	
CONTACT PERSON	P. Ngikashe		TELEPHONE NUMBER	076 991 8568	
TELEPHONE NUMBER	043 604 7652		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	phumela.mehlo@ectransport.gov.za	
E-MAIL ADDRESS	tenders@ectransport.gov.za				

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## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

**ECBD 4: BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. BIDDER’S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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

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

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**YES/NO**

2.2.1 If so, furnish particulars:

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

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

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

*I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.*

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

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**DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS**

**This form must be included additional to the ECBD.4**

**1. In terms of section 30 of the Public Service Act;**

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

**2.**

Are any of the shareholders/ directors of your company employed by the State?	Yes/No
---	--------

**3. “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) Any provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.
- (f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

**4. Should you indicate “yes” above, please provide the following details:**

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				
5				

**5. Please note: The “state” is clearly defined in paragraph 3 above. In the event that “no” is selected and subsequently any false declaration are detected, the non-disclosure of such “state employment” will be deemed as “fraud”. Therefore the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.**

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**6. DECLARATION**

I, (NAME & SURNAME).....ID NUMBER.....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

.....

.....

Date

Signature

.....  
Position

.....  
Name of bidder

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SBD 7.2

**CONTRACT FORM – RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in **Bid Number: SCMU10-22/23-0019** at the Price(s) quoted. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Bidding documents, viz
    - Invitation to bid
    - Pricing schedule(s)
    - Filled in task directive/proposal
    - Preference Certificates in terms of the Preferential Procurement Regulations 2017
    - Special Conditions of Contract;
  - ii) General Conditions of Contract; and
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principle liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

**WITNESSES:**

1. .... DATE
2. .... DATE

.....  
NAME OF FIRM

.....  
CAPACITY

SIGNATURE OF BIDDER



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SBD 7.2

**CONTRACT FORM – RENDERING OF SERVICES**

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, ..... in my capacity as..... accept your bid under reference number **SCMU10-22/23-0019** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	
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4. I confirm that I am duly authorized to sign this contract.

WITNESSES:

1. .... DATE
2. .... DATE

Official Stamp

SIGNATURE

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**FORM 1: CERTIFICATE OF AUTHORITY FOR SIGNATORY IN RESPECT OF LEGAL PERSONA**

Signatories for companies or close corporations or other legal persona must establish their authority by attaching a copy of the relevant resolution of the board of directors/members or other relevant body as applicable, duly signed and dated. An example is shown below.

"The board of directors/members/.....of ..... resolved at a meeting held at ..... on the ..... day of ..... 20 ..... that Mr/Ms ..... (the signatory), whose signature appears below, has been duly authorised to sign all documents in connection with contract(s) number(s) ..... on behalf of the company/close corporation/legal persona.

SIGNED AT ..... ON THIS THE ..... DAY OF ..... 20 .....

ON BEHALF OF THE COMPANY/CLOSE CORPORATION/OTHER LEGAL PERSONA

CAPACITY .....

.....  
SIGNATURE OF SIGNATORY

WITNESSES:

1. ....

2. ....

\* *Delete whichever is not applicable*

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**FORM 2: SCHEDULE OF EXISTING VEHICLES**

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

<b>VEHICLE DETAILS:</b>						
	<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Registration No</b>	<b>Carrying Capacity</b>	<b>Owner as per registration paper</b>
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						
Vehicle 16						
Vehicle 17						
Vehicle 18						
Vehicle 19						
Vehicle 20						
Vehicle 21						
Vehicle 22						
Vehicle 23						
Vehicle 24						
Vehicle 25						

**TRANSPORT OPERATOR**

Name:.....

Signature:.....

Date :.....

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**FORM 3: PASSENGER LIABILITY INSURANCE**

The Transporter must provide details of its Passenger Liability Insurance, below (per vehicle utilised).

A minimum limit of liability per single claim: R500,000.00

Insurer: .....

Period of Insurance should cover the duration of the contract

**The Transporter must attach a letter or certificate of confirmation of insurance hereto.**

Failure to comply will result in the bid being deemed non-responsive or termination of contract after the award.

**NB: The Department reserves the right to verify the validity of the insurance with the relevant insurer.**

**TRANSPORT OPERATOR**

Name:.....

Signature:.....

Date :.....

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**DECLARATION OF INTEREST AFFIDAVIT**

1. I, the undersigned,

Name .....

ID number .....

2. Do hereby make oath and state as follows:

3. I am not an employee of the state nor do I derive any income from the state as an Official or political office bearer in a government department or municipality or any organ of state.

4. In the event I am a public representative I hereby attach hereto a proof of a member's register to demonstrate that I had declared my business interest to conduct business with the state.

5. The facts herein contained, unless otherwise stated to the contrary, are within my personal knowledge, and are both true and correct.

6. Any misrepresentation in this affidavit will result in the immediate termination of the contract by the Department

**DECLARATION**

I, the undersigned (name).....

Certify that the information furnished in paragraphs 3, 4 and 5 above is correct. I accept that the state may terminate this contract or act against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Name of LOCAL OPERATOR

Signed and sworn to by the Deponent at..... on this..... day of .....**2023**, the deponent having acknowledged that he/she knows and understands the contents of this Affidavit.

\_\_\_\_\_  
**COMMISSIONER OF OATHS**

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## **SECTION 6: PRICING DATA**

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**PRICING METHOD**

TRANSPORT OPERATOR will be paid each month for the provision of scholar transport services on submission of approved proof of delivery forms in accordance with the pricing rates prescribed by the Department.

**TRANSPORT OPERATOR**

Name:.....

Signature:.....

Date:.....

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# **ANNEXURE A: SCHOLAR TRANSPORT DATA**



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**ROUTE(S) APPLIED FOR**

**(SEE ANNEXURE A-Details to be the same as reflected in annexure A for the route selected):**

**NB:- PLEASE USE THE CORRECT ROUTE NUMBER AS PER THE DATA SHEET**

	ROUTE NUMBER	VEHICLE REGISTRATION	CAPACITY (SEATER)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			