

VOLUME 4: SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT

SPECIFICATIONS

1. COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

- 1.1 The services shall commence on **[insert]** or such later date as may be agreed to in writing between the parties.
- 1.2 The duration of the Contract shall be from **[insert date]** or such later date as may be agreed to in writing between the parties and will terminate on the last official School Day of the **[insert]** School Term of the **[insert]** academic year.

2. SERVICES TO BE PROVIDED

2.1 Learners

- 2.1.1 The transport services provided are only for **[insert]** authorised learners. No additional Learners may be transported unless approved in writing in accordance with the Special Conditions of Contract.
- 2.1.2 Should the Service Provider indeed transport any additional Learners without having been informed in writing that their inclusion was approved, the Service Provider may not include such Learners in the Claim Form as the Service Provider will not be paid for such transportation.
- 2.1.3 Where Grade R Learners are approved for a specific period, such Learners may not be transported when the new school year commences as their inclusion as mainstream Learners is subject to approval through the requisite processes. Should the Service Provider indeed transport such Learners, the same conditions as in 2.1.2 above apply.

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2.2 Routes

2.2.1 The Route is described by the place names of the origin and destination, as well as the names of the authorised pick-up points. These pick-up points may change during the Term and the Service Provider will be consulted on such variation.

2.2.2 As some of the Services might be operated in rural areas, there may be no street names in the Service area and the names of the stopping points are not necessarily shown on any map of the area, but are common locally known names.

2.2.3 The Return Distance and description of the Route is listed below:

Return distance: [insert] km
Route [insert]: From

2.2.4 The authorised pick-up or drop-off points can be found at the following GPS co-ordinates:

Pick-up or drop-off point	GPS co-ordinates

Initials of the authorised representative of the bidder _____	Initials of witness 1 _____ Initials of witness 2 _____
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DETAILED SPECIFICATIONS
FOR THE PROVISIONING OF LEARNER TRANSPORT SERVICES TO THE DEPARTMENT

All Bidders must complete this form by ticking the box 'Yes, will comply' or 'No, does not / will not comply' in respect of each specific Specification. Failure to complete this document properly or in full shall render the bid unresponsive and as such it shall not be adjudicated.

All of these Specifications must be complied with in order for the Bidder to be considered for this bid.

	SPECIFICATION	YES, WILL COMPLY	NO, DOES NOT / WILL NOT COMPLY
A.	VEHICLES AND LICENSES		
1.	The Service Provider shall apply for the necessary Operating License for the Route at the PRE immediately upon receiving the contract documentation and such licenses must be available by the Commencement Date in respect of all Vehicles that are approved for the Route.		
2.	If there is any delay in the granting of the Operating License, the Service Provider shall notify the Department in writing as soon as the Service Provider becomes aware of such delay and undertakes to ensure that it complies with all the requirements set out by the PRE for purposes of applying for and being granted the Operating Licenses. If the Service Provider is unable to obtain the necessary Operating Licenses for the Routes by the Commencement Date, the Department may cancel the Contract or postpone the commencement of the contract in writing		
3.	It is the responsibility of the Service Provider to ensure that each Vehicle listed on Annexure "D" of Volume 6 of the Bid Documents has a valid Vehicle License and Roadworthy Certificate by the bid closure date.		

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	Copies of such certificates are to be provided with the Bid Response upon submission to the Head Office (Directorate: Procurement Management).		
4.	<p>Service Providers are to update the Roadworthy Certificates as and when required to do so in terms of the Applicable Law.</p> <p>Copies of updated Roadworthy Certificates are to be provided to the District Office and the Principal once issued by the relevant authority and/or on demand from the Head Office, the District Office or the Principal. The Service Provider acknowledges that it has a continuous responsibility to ensure that Roadworthy Certificates are updated as required from time to time in accordance with the Applicable Law.</p>		
5.	The Service Provider must be willing to make its Vehicles available for inspections and/or spot checks conducted by the Head Office, District Office and/or the Principal or external verification agency (e.g. Auditor-General) from time to time.		
6.	Service Providers may not, under any circumstances, use a Vehicle to render the Services that is not roadworthy and does not have a valid Roadworthy Certificate or not covered through the Operating Licence.		
7.	<p>If a Service Provider refuses to withdraw a Vehicle that is not roadworthy from use until it receives a Roadworthy Certificate, the Department may arrange alternative transport for the Learners.</p> <p>The costs associated with this will be for the account of the Service Provider and will be set off against any monies owed to the Service Provider. Continued failure to provide a Roadworthy Certificate or use Vehicles that are not roadworthy may be grounds for cancelling the Contract with the Service Provider.</p>		
8.	When replacement Vehicles are approved for use in writing and in accordance with the terms and		

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	<p>conditions of the SLA, the Service Provider is to ensure that those Vehicles are properly licensed and roadworthy in accordance with the Applicable Law and to provide copies thereof to the District Office and the Principal on approval of the use of the new Vehicles and/or on demand from the Department.</p>		
9.	<p>The Service Provider shall ensure that each driver it will be using to drive the Vehicles has a valid appropriate class of Driver's License and Professional Driving Permit to transport Learners. Copies of Driver's Licenses or Professional Driving Permits of all drivers used by the Service Provider are to be provided to the Principal on the Commencement Date.</p> <p>If new, temporary or contract drivers are used during the Term, the Service Provider shall ensure that these drivers have valid appropriate class Driver's Licenses and Professional Driving Permits and shall provide copies thereof to the Principal within 24 (twenty four) hours of the new drivers rendering Services and/or on demand from the Principal.</p>		
10.	<p>The Department may request, in writing, any information and/or documentation from the Service Provider in respect of the Operating Licenses, the Roadworthy Certificates, Vehicles Licenses and Driver's Licenses and Professional Driving Permits. Such information must be provided to the WCED, in writing, within 2 (two) Business Days from the date of the request.</p>		
11.	<p>If the WCED becomes aware during the Term that a driver does not have a valid Driver's License and Professional Driving Permit, the WCED will be entitled to terminate the Contract with the Service Provider summarily.</p>		
12.	<p>The Bidder must submit with this bid, a statement on Annexure "D" of Volume 6 of the Bid Documents showing what Vehicles will be available for the</p>		

<p>Initials of the authorised representative of the bidder</p> <p>_____</p>	<p>Initials of witness 1 _____</p> <p>Initials of witness 2 _____</p>
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	Services immediately upon the award of the contract on the signing of the WCDB 7.1 (Contract form).		
13.	Only the Vehicles reflected on Annexure "D" of Volume 6 of the Bid Documents may be used by the Bidder to render the Services.		
14.	In the event that any Vehicles are not roadworthy or unlicensed, the Service Provider shall, at its own expense, arrange for the use of alternative roadworthy Vehicles with a similar type and class of Vehicles to ensure that the Services are rendered without delay, on time and in accordance with the Time Schedule. Such replacements are subject to the approval of the relevant Principals on the Temporary Vehicle Replacement Form. These Vehicles shall not be used to permanently replace the Vehicles on Annexure "D" of Volume 6 to the Bid Documents and are to be used for a maximum of 90 (ninety) Calendar Days.		
15.	The Service Provider must ensure that all Vehicles used to render the Services are at all times affixed with a legible sign indicating as follows: THIS VEHICLE IS CONTRACTED TO TRANSPORT LEARNERS OF THE WESTERN CAPE EDUCATION DEPARTMENT: REPORT BAD DRIVING TO TEL. 086 45 46 47		
16.	Vehicles damaged in accidents must be repaired prior to being used to render the Services to transport Learners. Any costs associated with this shall be for the account of the Service Provider.		
17.	Vehicles with hard seats are not permitted to be used.		
18.	Vehicles are to be clean inside and outside when they leave the first point of departure at the beginning of the School Day.		
19.	Learners may only be transported in Vehicles		

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	manufactured and registered for the transportation of passengers. The Service Provider may thus not use a truck (or any other similar mode of transport) that has been enclosed and equipped with seats or an ordinary sedan car to transport Learners.		
B.	THE ROUTE		
1.	No changes may be made to the Route without the prior written approval of the Head Office (Directorate: Procurement Management). Principals and District Offices are not authorised to make any Route changes unless there is an emergency that requires an unexpected Route change which has to be ratified by the Head Office (Directorate: Procurement Management).		
2.	Except for Routes with a single distance of 12 km or less, the Service Provider must transport the Learners together as one group. The Service Provider is only allowed to make a double trip with the same Vehicle if the single distance of the Route is 12 km or less.		
C.	TIME SCHEDULE AND TRIPS		
1.	The Service Provider must ensure that the Time Schedule as determined in writing with the Principal of each School is strictly adhered to.		
2.	The Time Schedule may only be amended in writing by the Principal in consultation with the Service Provider.		
3.	The Service Provider may not cancel any scheduled trips unless the provisions contained in the SLA and the Service Level Schedule have been complied with. The Service Provider shall ensure that to the best of its ability all scheduled trips take place as required.		
D.	DRIVERS AND ADULT SUPERVISORS: CODE OF		

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	CONDUCT		
1.	<p>The Service Provider must prepare a Code of Conduct for its drivers and Adult Supervisors which is to set out the manner in which they are to act in respect of Learners and in rendering the Services.</p> <p>A copy of the Code of Conduct is to be provided to the Department on the Commencement Date in the form of Annexure "I" of Volume 6 of the Bid Documents and must, at the very least, contain the provisions provided for in the Special Conditions of Contract.</p>		
2.	<p>It is the responsibility of the Service Provider to ensure that drivers and Adult Supervisors adhere to the Code of Conduct and that the Code of Conduct makes provision for appropriate action to be taken against drivers and Adult Supervisors who fail to comply with the provisions of the Code of Conduct.</p>		
3.	<p>Drivers and Adult Supervisors are to treat Learners with respect and courtesy at all times and are responsible for the safe transportation of Learners to and from their Schools.</p>		
4.	<p>Learners shall not be subjected to verbal abuse or any form of assault, attempted assault or threats of assault by the driver or Adult supervisors.</p>		
5.	<p>If drivers or Adult supervisors become aware of problematic or disrespectful Learners, this must be brought to the attention of the relevant Principal in writing so that it can be dealt with by the Principal in accordance with the South African Schools Act 84 of 1996. Discipline of Learners is not the responsibility of the Service Provider or his / her drivers or Adult supervisors and the Service Provider and his / her drivers or Adult supervisors may not attempt to discipline Learners unless the conduct of the Learner on a Vehicle has the potential, so judged by a reasonable person, to cause an accident and/or affect the safety of the other Learners on the Vehicle</p>		

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	and/or the driver of the Vehicle and/or the Adult Supervisor. A verbal reprimand of a Learner is permitted.		
6.	Drivers and Adult Supervisors shall not smoke whilst Learners are being transported nor may a driver or Adult Supervisor offer and/or provide cigarettes to any Learners.		
7.	No driver or Adult supervisor may consume alcohol or drugs prior to driving a Vehicle or while driving a Vehicle.		
8.	No driver who is on medication that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners may be allowed by the Service Provider to transport Learners in the rendering of the Services.		
9.	No driver, who suffers from an illness that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners, may be allowed by the Service Provider to transport Learners in the rendering of the Services.		
10.	The Service Provider and/or drivers and/or Adult Supervisors shall not levy any charge to Learners, their parents or caregivers for the rendering of the Services.		
E.	LEARNERS		
1.	Only Authorised Learners may be transported by the Bidder on the Route.		
2.	Learners may only be picked up from and dropped off at pick up and drop off points contained in the Specifications.		
3.	Where Vehicles are used to transport Learners that are not full and have the capacity to carry additional Learners, the Service Provider shall pick up and drop off additional Learners as notified to do so		

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	by the Head Office (Directorate: Procurement Management) in writing.		
4.	<p>Every Learner, irrespective of age, shall have a seat on a Vehicle he/she is being transported in and no Learner may be standing in a Vehicle whilst in motion.</p> <p>The number of Learners, plus the driver and Adult Supervisor transported in a Vehicle, may not exceed the licenced seating capacity indicated on the licence and roadworthy disc of the Vehicle. The provisions of Regulation 231 of the National Road Traffic Regulations, 1999 of the RTA, which determines that in the case of Learners younger than 13 years, 3 (three) passengers shall be taken as requiring 2 (two) seats, shall not apply when transporting Learners for the WCED in terms of the Contract.</p>		
5.	The Service Provider shall ensure that Learners exit the Vehicles on the left-hand side thereof only. In the event of a Vehicle having exit doors on both the left and right-hand side thereof, the Service Provider shall keep the right-hand door locked at all times to prevent Learners from exiting the Vehicle on the right-hand side.		
F.	ROAD SAFETY		
1.	Service Providers must ensure that all rules of the road are strictly adhered to at all times and drivers must take the utmost care to ensure the safety of Learners at all times when rendering the Services.		
2.	The Services provided by the Service Provider must comply with all licensing and regulatory requirements and all Applicable Law must be adhered to at all times.		
G.	VARIATIONS		
1.	The Services may only be varied in accordance with the provisions of the SLA.		

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2.	Any variations made to the Services that do not comply with the SLA shall not be valid and have no legal consequences. Thus the Department will not be liable for any variations made that do not comply with the SLA and in particular shall not be liable for the costs associated with such variation.		
H. WARRANTIES			
1.	The Service Provider warrants to the Department that it shall comply with all Applicable Law, in particular all law, regulations, by-laws and policies relating to road safety, at all times during the Term.		
2.	The Vehicles filled in on Annexure "D" of Volume 6 of the Bid Documents are warranted by the Service Provider as the Vehicles that will be used to render the Services and the Service Provider warrants that it shall take all steps necessary to ensure that the Vehicles are roadworthy and properly licensed by the bid closure and throughout the Term of the Contract.		
I. PAYMENT FOR THE SERVICES			
1.	The Service Provider will only be compensated for the daily authorised Return Distance of the Route.		
2.	Service Providers must invoice the Department on a monthly basis for Services rendered in the preceding Claim Month and a failure to do so will result in a penalty being levied against the Bidder.		
J. GENERAL			
1.	The Service Provider must provide a consistent and reliable Service to the Department to ensure that Learners are transported to and from School and that Learners are available at the School for teaching by the time the School Day begins.		
2.	In the event that a Vehicle transporting Learners is involved in an accident or collision, the Service		

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	<p>Provider must on the same day notify the Principal telephonically thereof and provide the Department and the Principal with a full written report containing amongst others, the details of what occurred, how it was dealt with, what the cause (or suspected cause if the cause is not yet ascertainable) was and who was injured and/or killed within 2 (two) Business Days of the accident or collision occurring.</p>		
3.	<p>Any accident or collision that occurs when a Vehicle of the Service Provider is transporting Learners must be reported immediately or at least as soon as possible to the nearest South African Police Station and the relevant case number and details must be provided to the District Office and the Principal within 5 (five) Calendar Days of the accident or collision occurring.</p>		

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SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract will form the basis of the Service Level Schedule that will be annexed to the Service Level Agreement which will form the basis for the manner in which the Bidder shall render Services to the Department once the Contract is awarded.

1. GENERAL SERVICE REQUIREMENTS

- 1.1. The WCED and any person authorised by it shall at all reasonable times have access to all Vehicles, workshops and offices of the Service Provider for the purpose of monitoring service quality and general inspection. The Service Provider must assist in providing the WCED with the necessary access to ensure that such inspection is possible even in instances where access is to be granted by a third party. The WCED and the Auditor-General of South Africa shall at all reasonable times have access to the financial statements and other relevant documentation of the Service Provider.
- 1.2. The Service Provider 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 Specifications, Special Conditions of Contract, Bid Documents and the SLA once executed, to the satisfaction of the WCED.
- 1.3. The Service Provider must comply with and strictly adhere to the Head Office, and/or the District Office and/or the Principal's (as the context indicates) instructions and directions regarding the operation of the Services.
- 1.4. The Service Provider shall not, by its acts or omissions, do anything that would damage the reputation and integrity of the WCED and/or the Western Cape Government whilst rendering the Services.
- 1.5. The Service Provider must ensure that all written and oral communication it has with Schools and members of the public regarding the delivery of the Services is helpful, timely and professional. The Service Provider shall acknowledge and record all written or emailed complaints or correspondence it receives regarding the delivery of the Services and may be requested to provide the Head Office, and/or the District Office and/or the Principal as the context indicates, with copies of such correspondence.

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- 1.6. Should the Service Provider become aware of circumstances or problems which have prevented it, are preventing it or will prevent it from providing the Services, the Service Provider must, by the following School Day after becoming so aware, advise the Head Office and/or the District Office and/or the Principal (as the context indicates) in writing of such circumstances or problems and also indicate the manner in which the provision of the Services were, are or will be influenced thereby, if applicable.
- 1.7. The Service Provider may be required to submit any relevant information other than that which is covered in the Specifications, Special Conditions of Contract and Bid Documents that may reasonably be required from time to time by the WCED which may be relevant and the Service Provider must endeavour to provide such information as soon as is reasonably possible.
- 1.8. In addition to any statutory obligations, the Service Provider must, upon becoming aware of its occurrence, verbally report to the District Office and Principal any accident in which persons have been injured or killed. This must be followed by a written report containing full details of the occurrence by the following Business Day of the occurrence taking place.
- 1.9. The Services provided by the Service Provider must comply with all licensing and regulatory requirements and all Applicable Law must be adhered to at all times.
- 1.10. If it is the view of the Service Provider that a particular pick up or drop off point is unsafe or poses a risk to the safety of the Learners, the Service Provider must notify the District Office as soon as possible in writing and stating the facts of the matter so that the parties can discuss the matter and the way forward.

2. VEHICLES AND LICENCES

2.1 Operating License –

2.1.1 The Head Office (Directorate: Procurement Management) will notify the PRE of the award of the bid to the Service Provider and the Routes applicable to the award.

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- 2.1.2 Upon concluding the Contract with the Department by signing WCDB 7.1, the Service Provider shall immediately apply for the necessary Operating License for the Route; which Operating License must be obtained by the Commencement Date and a copy thereof provided to the District Office and the Principal.
- 2.1.3 It shall be the Service Provider's responsibility to apply timeously to the PRE for the necessary Operating Licences, or amendments to existing Operating Licences, as the case may be, covering the Route and all approved Vehicles unless the Service Provider is already in possession of such Operating License for the Route and Vehicles.
- 2.1.4 If there is any delay in the granting of the Operating License, the Service Provider shall notify the Head Office (Directorate: Procurement Management) in writing as soon as the Service Provider becomes aware of such delay and undertakes to ensure that it complies with all the requirements set out by the PRE for purposes of applying for and being granted the Operating License.
- 2.1.5 If for any reason the Service Provider has not obtained the Operating License or necessary amendments to an existing Operating Licence by the Commencement Date, and the WCED in its discretion after consultation with the Service Provider decides that it is unlikely that the Service Provider will obtain the Operating License in time to render the Services on the Commencement Date, the Department may –
- 2.1.5.1 cancel the Contract after having given 7 (seven) Business Days' notice of its intention to do so, in which event the Parties shall be entitled to restitution with no claims against each other, unless the Service Provider was in bad faith or the failure to obtain Operating Licences timeously or at all, was due to the Service Provider's fault or negligence; or
 - 2.1.5.2 postpone the Commencement Date on written notice to the Service Provider.
- 2.1.6 At the end of the Term, or if the Contract is terminated for whatsoever reason, the Service Provider is required to undertake and not oppose any applications for Operating Licences made by other service providers who may obtain contracts from the WCED to continue the Services in so far as they relate to

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the Routes.

2.1.7 The Service Provider must immediately or by the following Business Day of the occurrence of any of the following events notify the Head Office, District Office and / or the Principal in writing of the details thereof –

2.1.7.1 any revocation, suspension or refusal to renew any Operating Licence or permit necessary for the provision of the Services, and

2.1.7.2 the imposition of any condition upon such Operating Licence or permit or any other circumstances which would prevent the Service Provider from providing the Services.

2.2 Roadworthy Certificate –

2.2.1 It is the responsibility of the Service Provider to ensure that it obtains a Roadworthy Certificate for each Vehicle to be used for rendering the Services and as listed on Annexure “D” annexed to Volume 6 of the Bid Documents by bid closure and in accordance with the Applicable Law and to provide copies of such certificates with the Bid Response and on request by the Head Office and/or District Office and/or the Principal.

2.2.2 The Service Provider must update the Roadworthy Certificates as and when required to do so in terms of the Applicable Law and provide copies of such updates to the District Office and Principal once issued by the relevant authority.

2.2.3 The Service Provider must make its Vehicles available for inspections and/or spot checks conducted by the Head Office and/or the District Office and/or Principal from time to time.

2.2.4 The Service Provider may not, under any circumstances, use a Vehicle to render the Services that is not roadworthy and does not have a valid Roadworthy Certificate or is not covered by the Operating Licence.

2.2.5 In the event that any Vehicle is not roadworthy, the Service Provider shall, at its own expense, arrange for the use of an alternative roadworthy and licensed Vehicle with a similar type and class to ensure that the Services are rendered without delay, on time and in accordance with the Time Schedule. Such

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replacements are subject to the approval of the relevant Principal on the temporary vehicle replacement form. These Vehicles shall not be used to permanently replace the Vehicles on Annexure "D" annexed to Volume 6 of the Bid Documents and are to be used for a maximum of 90 (ninety) Calendar Days.

2.2.6 If the Service Provider refuses to withdraw a Vehicle that is not roadworthy from use until it receives a Roadworthy Certificate, the WCED may arrange alternative transport for the Learners. The costs associated with this will be for the account of the Service Provider and will be set off against any monies owed to the Service Provider. Continued failure to provide a Roadworthy Certificate or use Vehicles that are not roadworthy may be grounds for cancelling the Agreement with the Service Provider.

2.3 Vehicle License –

2.3.1 The Service Provider must ensure that all Vehicles approved for use to render the Services are properly licensed in accordance with the Applicable Law and must provide copies of such Vehicle Licenses to the District Office and Principal on the Commencement Date.

2.3.2 When replacement Vehicles are approved for use in writing, the Service Provider must ensure that those Vehicles are properly licensed in accordance with the Applicable Law and must provide copies thereof to the District Office and Principal on approval of the use of the new Vehicles and/or on demand from the Head Office.

2.3.3 In the event that any Vehicle is unlicensed for whatever reasons, the Service Provider shall, at its own expense, arrange for the use of an alternative roadworthy and licensed Vehicle with a similar type and class to ensure that the Services are rendered without delay, on time and in accordance with the Time Schedule. Such replacements are subject to the approval of the relevant Principals on the temporary vehicle replacement form. These Vehicles shall not be used to permanently replace the Vehicles on Annexure "D" annexed to Volume 6 of the Bid Documents and are to be used for a maximum of 90 (ninety) Calendar Days.

2.3.4 If the Service Provider refuses to withdraw a Vehicle that is not licensed from

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use until it is properly licensed, the WCED may arrange alternative transport for the Learners. The costs associated with this will be for the account of the Service Provider and may be set off against any monies owed to the Service Provider.

2.4 Driver's License –

2.4.1 The Service Provider must ensure that each driver it will be using to drive the Vehicles has a valid appropriate class of Driver's License and Professional Driving Permit to transport learners. Copies of Driver's Licenses and Professional Driving Permits of all drivers used by the Service Provider are to be provided to the Principal on the Commencement Date. If new, temporary or contract drivers are used during the Term, the Service Provider shall ensure that these drivers have valid appropriate class Driver's Licenses and Professional Driving Permits and shall provide copies thereof to the Principal by the following School Day of the new drivers rendering Services and/or on demand from the District Office and/or the Principal.

2.4.2 If the WCED becomes aware that a driver does not have a valid Driver's License and Professional Driving Permit, the WCED will be entitled to terminate the Agreement with the Bidder summarily.

2.5 The Department may request, in writing, any information and/or documentation from the Service Provider in respect of the Operating Licenses, the Roadworthy Certificates, Vehicle Licenses and Driver's Licenses and Professional Driving Permits. Such information must be provided to the WCED, in writing, within 2 (two) Business Days from the date of the request.

2.6 The use of Vehicles for rendering the Services –

2.6.1 The list of Vehicles indicated on Annexure "D" annexed to Volume 6 of the Bid Documents, lists the only Vehicles that are approved for use by the Service Provider to render the Services in terms of the Contract.

2.6.2 No Vehicle other than those Vehicles reflected on Annexure "D" annexed to Volume 6 of the Bid Documents may be used by the Service Provider to render the Services unless Annexure "D" is formally varied in accordance with the provisions of the SLA.

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2.6.3 Should the Service Provider need to replace a Vehicle listed in Annexure “D” annexed to Volume 6 of the Bid Documents, it must be done by completing the temporary vehicle replacement form that must be submitted to the relevant Principal of the School on the Route for approval. Should the Service Provider need to replace a Vehicle permanently, it must be done by completing the permanent vehicle replacement form and must be submitted to the Head Office (Sub-directorate: Learner Transport Schemes) for approval. Only once a permanent replacement has been agreed to in writing by the Head Office (Sub-directorate: Learner Transport Schemes) and updated on the WCED database, may the permanent use of a Vehicle not originally reflected on Annexure “D” annexed to Volume 6 of the Bid Documents be permitted.

2.7 The Service Provider must ensure that all Vehicles used to render the Services are at all times affixed with a legible sign indicating as follows –

THIS VEHICLE IS CONTRACTED TO
TRANSPORT LEARNERS OF THE
WESTERN CAPE EDUCATION DEPARTMENT:
REPORT BAD DRIVING TO TEL. 0800 45 46 47

2.8 Vehicles damaged in accidents must be repaired prior to being used to render the Services. Any costs associated with damage to Vehicles in accidents shall be for the account of the Service Provider.

2.9 The Service Provider may not use Vehicles with hard seats to transport Learners.

2.10 Vehicles are to be clean inside and outside when they leave the first point of departure at the beginning of the School Day.

2.11 Learners may only be transported in Vehicles manufactured and registered for the transportation of passengers. The Service Provider may thus not use a truck (or any other similar mode of transport) that has been enclosed and equipped with seats. An ordinary sedan car may also not be used to transport Learners.

2.12 Vehicles with vacant capacity may be filled by the WCED without additional remuneration to the Service Provider.

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3. THE ROUTE

3.1 No changes may be made to the Route without the prior written approval of the Head Office (Directorate: Procurement Management).

3.2 Except for Routes with a single distance of 12 km or less, the Service Provider must transport the Learners together as one group. The Service Provider is only allowed to make a double trip with the same Vehicle if the single distance of the route is 12 km or less.

3.3 The Service Provider must, on the Commencement Date, provide the Principal with a schedule, detailing which drivers will be assigned to each Vehicle to be used on the Route. Each Vehicle and driver combination must be accompanied by the following –

3.3.1 A valid Vehicle License and Roadworthy Certificate;

3.3.2 A valid Driver's Licence and Professional Driving Permit for each driver; and

3.3.3 A valid Operating Licence for the Route to be operated.

4. TIME SCHEDULE AND TRIPS

4.1 The Service Provider must contact the Principal before the Commencement Date with a view of obtaining the Time Schedule for the Route. The Time Schedule must make provision for, amongst others, the times by which Learners –

4.1.1 are to be picked up at the various pick-up points in the mornings;

4.1.2 are to be dropped off at the School in the mornings;

4.1.3 are to be picked up at the School in the afternoons; and

4.1.4 are to be dropped off at the various drop-off points in the afternoons.

4.2 Complete details of the Time Schedule must be reduced to writing by the Principal and may be amended in writing by the Principal.

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4.3 The Time Schedule may only be amended in writing by the Principal in consultation with the Service Provider.

4.4 Unless agreed to in writing by the Head Office (Directorate: Procurement Management), cancellation of scheduled trips is not permitted unless –

4.4.1 the Service Provider is instructed of the cancellation of scheduled trips by the Head Office (Directorate: Procurement Management) in writing on the basis of insufficient programme funds as budgeted for in the provincial budget;

4.4.2 notification of Service suspensions or reduction in terms of clause 4.4.1 above must be made at least 30 (thirty) Calendar Days before the suspension or Service reduction is to come into effect;

4.4.3 the cancellation is due to unforeseen road closures, obstructions, floods or adverse weather conditions;

4.4.4 in the opinion of the Head Office (Directorate: Procurement Management) the cancellation is as a result of immediate danger to life or of personal injury and/or serious damage to property; or

4.4.5 the cancellation is in the opinion of the Head Office (Directorate: Procurement Management) due to strike or stay-away action of a general nature that is not confined to the Service Provider's organisation.

4.5 Where the District Office or Principal requires the Service Provider to provide Services in circumstances where the Service Provider is of the opinion that there is immediate danger to life or of personal injury or of serious damage to property, the Service Provider may refuse to comply, in which case the matter shall be referred to the Head Office (Directorate: Procurement Management) for a decision by the following Business Day of the referral.

4.5.1 If the Head Office (Directorate: Procurement Management) decides that there was in fact such danger to life or of personal injury or of serious damage to property, the Service Provider shall not be penalised in accordance with clause 12 of the general contract conditions contained in Volume 3 of the Bid Documents for not providing the Services, but no payment will be made to the Service Provider where Services were not rendered.

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4.5.2 If the Head Office (Directorate: Procurement Management) decides that there was in fact no such danger, the Service Provider shall be penalised in accordance with clause 12 of the general contract conditions contained in Volume 3 of the Bid Documents for not providing the Services.

Should the Service Provider be dissatisfied with the Head Office's decision, the Service Provider may declare a dispute to be resolved through mediation and/or arbitration as provided for in the SLA.

4.6 Where the Service Provider is of the opinion that scheduled trips should be cancelled due to boycott action, either against the Service Provider's firm or generally, the Service Provider must refer the matter to the Head Office (Directorate: Procurement Management) for a decision.

4.6.1 If the Head Office (Directorate: Procurement Management) decides that the cancellation is justified, no payment will be made to the Service Provider where Services were not rendered.

4.6.2 If the Head Office (Directorate: Procurement Management) decides that the cancellation was not justified, the Bidder shall be penalised in accordance with clause 12 of the general contract conditions contained in Volume 3 of the Bid Documents for not providing the Services but no payment will be made to the Service Provider where Services were not rendered.

Should the Service Provider be dissatisfied with the Head Office's decision, the Service Provider may declare a dispute to be resolved through mediation and/or arbitration.

4.7 Where a trip has not taken place due to factors not within the control of the Service Provider, and the Principal of the affected School where delivery has not taken place agrees that the non-delivery was reasonable and justified, he/she may provide the Head Office with an official confirmation to this effect. Payment will however not be made for Services not rendered irrespective of the reason for it not being rendered.

5. ADULT SUPERVISORS

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5.1 The Service Provider is required to employ Adult Supervisors to be on board all Vehicles at all times where primary or pre-primary Learners are being transported. One Adult Supervisor must be placed on each Vehicle transporting primary or pre-primary Learners.

5.2 The Adult Supervisor must ensure that Learners –

5.2.1 remain seated while the Vehicle is in transit;

5.2.2 do not hang out of windows;

5.2.3 do not fight with each other;

5.2.4 do not vandalise the vehicle;

5.2.5 safely embark and disembark the Vehicle;

5.2.6 are provided the necessary assistance where required;

5.2.7 have access to emergency exits during emergencies;

5.2.8 do not disturb the driver of the Vehicle;

5.2.9 are not bullied on Vehicles by observing the behaviour of Learners and prohibiting any bullying; and

5.2.10 do not smoke, consume alcohol or drugs on the Vehicle.

6. DRIVERS AND ADULT SUPERVISORS AND CODE OF CONDUCT

6.1 The Service Provider must prepare a Code of Conduct for its drivers and Adult Supervisors that sets out the manner in which they are to act in respect of Learners and in rendering the Services. A copy of a Code of Conduct is to be provided to the Principal on the Commencement Date in the form of Annexure "I" contained in Volume 3 of the Bid Documents and should include all the provisions contained in the pro forma Code of Conduct as well as any other provisions that the Service Provider wishes to include. The Principal shall evaluate the Code of Conduct and if it is found lacking it will liaise with the Service Provider to request amendments to it.

6.2 Amongst others, the Code of Conduct is to deal with acceptable and

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unacceptable conduct by a driver and Adult Supervisor and list the sanctions, actions and/or remedial action to be taken against drivers and Adult Supervisors if they should violate the Code of Conduct.

6.3 It is the responsibility of the Service Provider to ensure that drivers and Adult supervisors adhere to the Code of Conduct and that the Code of Conduct makes provision for appropriate action to be taken against drivers and Adult Supervisors who fail to comply with the provisions thereof.

6.4 Drivers and Adult Supervisors are to treat Learners with respect and courtesy at all times and are responsible for the safe transportation of Learners to and from their Schools.

6.5 Learners shall not be subjected to verbal abuse or any form of assault, attempted assault or threats of assault by drivers or Adult Supervisors.

6.6 If drivers or Adult supervisors become aware of problematic or disrespectful Learners, this must be brought to the attention of the Principal in writing so that it can be dealt with by the Principal in accordance with the South African Schools Act 84 of 1996. Discipline of Learners is not the responsibility of the Service Provider or his or her drivers or Adult Supervisors and the Service Provider and his or her drivers and Adult Supervisors may not attempt to discipline Learners unless the conduct of the Learner on a Vehicle has the potential, so judged by a reasonable person, to cause an accident and/or affect the safety of the other Learners on the Vehicle and/or the driver and/or Adult Supervisor of the Vehicle. Drivers and Adult Supervisors may verbally reprimand Learners where appropriate.

6.7 Drivers and Adult Supervisors shall not smoke whilst Learners are being transported nor may a driver or Adult supervisor offer cigarettes to any Learners.

6.8 No driver or Adult Supervisor may consume alcohol or drugs (excluding prescribed medication unless it has the effect of impairing a driver's ability to safely drive a Vehicle) prior to driving a Vehicle or while driving a Vehicle.

6.9 No driver may be allowed by the Service Provider to transport Learners in the rendering of the Services if the driver is on medication that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could

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endanger the lives of the Learners.

6.10 No driver may be allowed by the Service Provider to transport Learners in the rendering of the Services if the driver suffers from an illness that may impair his/her ability to perform his/her duties diligently and with the necessary skills and that could endanger the lives of the Learners.

6.11 The Service Provider, drivers and Adult Supervisors shall not levy any charge to Learners, their parents or caregivers for the rendering of the Services.

6.12 No driver or Adult Supervisor in the course of his/her duties may endanger the lives of himself/herself or Learners or others by disregarding road and safety rules or regulations.

6.13 No driver or Adult Supervisor may unfairly discriminate in the execution of the Contract, against Learners or any other persons on the basis of race, gender, disability, sexual orientation, pregnancy, marital status ethnic and social origin, colour, religion, culture, HIV status or other grounds prohibited by the Constitution of the Republic of South Africa, 1996.

6.14 The Service Provider shall adhere to the following –

6.14.1 it keeps the Principal advised of the names of all drivers and Adult Supervisors;

6.14.2 provides copies of Driver's Licences and Professional Driving Permits of all drivers to the Head Office and/or District Office and/or Principal as the case may be;

6.14.3 the driver does not have any medical condition which would affect or impair the driver's ability to drive a Vehicle in a safe and proper manner;

6.14.4 the driver undertakes an annual medical as a condition of this Contract. This requirement is waived if a driver is on a programme that requires medicals more frequently as a condition for retaining their Professional Driving Permits;

6.14.5 drivers and Adult Supervisors do not have any conviction relating to child abuse in terms of the Children's Act 38 of 2005, or alcohol or drug abuse convictions;

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- 6.14.6 drivers and Adult Supervisors may not carry any animal in the Vehicle except in the case of any guide dog for a blind passenger; and
 - 6.14.7 drivers and Adult Supervisors are aware of, observe and adhere to any relevant terms and conditions of the Contract when they are engaged in providing the Services.
- 6.15 The WCED may, at any time, by notice to the Service Provider require the Service Provider to remove any driver or Adult Supervisor from performing any part of the Service, if –
- 6.15.1 the WCED reasonably believes that the continued performance by the driver or Adult Supervisor constitutes a risk to the safety or well-being of the Learners or employees of the Service Provider or any other person; and
 - 6.15.2 at the same time as or prior to notifying the Service Provider, the WCED will provide written reasons why it wants the driver or Adult Supervisor to be removed.
- 6.16 The Service Provider must inform the Principal immediately after it becomes aware –
- 6.16.1 if any driver ceases to hold a Driver's License and/or Professional Driving Permit;
 - 6.16.2 if any driver is charged with or convicted of committing any traffic offence;
 - 6.16.3 if any driver or Adult Supervisor is charged with or convicted of any offence involving sexual abuse of, or indecent conduct with, a child; or
 - 6.16.4 if any driver or Adult Supervisor is charged with or convicted of any offence involving violence of any nature.

7. LEARNERS

- 7.1 Only Authorised Learners as indicated on the Register of Authorised Learners may be transported by the Service Provider on the Routes.

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- 7.2 Learners may only be picked up from and dropped off at pick up and drop off points that are contained in the Specifications unless otherwise altered in writing by the Head Office (Directorate: Procurement Management) in consultation with the Service Provider.
- 7.3 Where Vehicles are used to transport Learners that are not full and have the capacity to carry additional Learners, the Service Provider shall pick up and drop off any additional Learners as notified to do so.
- 7.4 Every Learner, irrespective of age, shall have a seat and no Learner may be standing in a Vehicle whilst in motion. The number of Learners, plus the driver and Adult Supervisor transported in a Vehicle, may not exceed the licenced seating capacity indicated on the licence and roadworthy disc of the Vehicle. The provisions of Regulation 231 of the National Road Traffic Regulations, 2000 of the RTA, which determines that in the case of Learners younger than 13 years, three passengers shall be taken as requiring two seats, will not apply when transporting Learners for the WCED in terms of the Contract.
- 7.5 The Service Provider shall have no cause to refuse to pick up and transport an Authorised Learner on a trip or part thereof unless the Learner makes himself or herself guilty of violent, abusive or otherwise offensive conduct. Such cases must be reported to the Principal by the following Business Day.
- 7.6 No passengers other than Authorised Learners may be transported while the Service Provider renders Services to the WCED in terms of the Contract.
- 7.7 The Principal will furnish the Service Provider with a Register of Authorised Learners who have been authorised to use the Learner transport service before each Claim Month. These Learners will be divided into groups according to the various pick up points on the Route. The Service Provider shall use this list to ensure that only Authorised Learners are transported.

8. ROAD SAFETY

- 8.1 The Service Provider must ensure that all rules of the roads are strictly adhered to at all times and drivers must take the utmost care to ensure the safety of Learners at all times when rendering the Services.

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- 8.2 Safety is of paramount importance in the transportation of Learners to and from School each day. The Service Provider must ensure that safe and reliable Services are provided. This means that the Service Provider must deliver a reliable Service with drivers, Adult Supervisors and Vehicles that comply with all licensing and regulatory requirements and are maintained, to ensure Learners arrive at School on time and are available for teaching.
- 8.3 The Service Provider shall not allow the number of Learners traveling in the Vehicle at any one time to exceed the legal capacity of the particular Vehicle.
- 8.4 No Vehicle may be driven until each Learner is seated.
- 8.5 All doors must be kept closed while the Vehicle is in motion.
- 8.6 No re-fuelling shall take place while a Vehicle is occupied by Learners.
- 8.7 The driver must not leave the Vehicle unattended while Learners are in the Vehicle except when a driver leaves the Vehicle to assist Learners in entering and exiting the Vehicle.
- 8.8 Only the driver may occupy the driver's seat.
- 8.9 The Service Provider shall ensure that Learners exit the Vehicles on the left-hand side only. In the event of a Vehicle having exit doors on both the left and right-hand side, the Service Provider shall keep the right-hand door locked at all times to prevent Learners from exiting the bus on the right-hand side.
- 8.10 The Service Provider must ensure that a daily pre-trip inspection of all Vehicles is conducted to ensure the safe operation and transportation of Learners.
- 8.11 Drivers must do a pre-trip inspection of each Vehicle to ensure that all equipment and components of the Vehicle are present, in proper working order and in good condition. This would entail, checking the following –
- 8.11.1 tyres and tyre pressure;

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- 8.11.2 lights;
- 8.11.3 headlights (upper and lower beams);
- 8.11.4 indicators signal (front and rear);
- 8.11.5 break or stop lights;
- 8.11.6 emergency indicators;
- 8.11.7 that the brakes work;
- 8.11.8 mirrors are clean and not obstructed;
- 8.11.9 exhaust;
- 8.11.10 that there are no fluid leaks;
- 8.11.11 doors open, close and lock properly;
- 8.11.12 windshield wipers;
- 8.11.13 hooter;
- 8.11.14 interior of the Vehicle;
- 8.11.15 front and rear licence plates are properly affixed;
- 8.11.16 safety equipment such as the fire extinguisher is on the Vehicle and in proper working order; and
- 8.11.17 the first aid kit is on the Vehicle and contains all the necessary items.

9. VARIATIONS

- 9.1 The Services may only be varied in writing with the consent of the Head Office (Directorate: Procurement Management).
- 9.2 Any variations that are not reduced to writing and agreed to by the Head Office (Directorate: Procurement Management) shall not be valid and have no legal consequences. Thus the Department will not be liable for any variations made that do not comply with the Contract and the SLA and in particular shall not be liable for

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the costs associated with such variations.

- 9.3 The Head Office (Directorate: Procurement Management) must notify the Service Provider in writing of any variations made to the existing Services and the Service Provider must comply with any such variations. The Service Provider may object to such variations in writing addressed to the Head Office (Directorate: Procurement Management) within 7 (seven) Business Days of receipt of the notification. Should any variations be approved, the Service Provider must give Learners and the Principal not less than 7 (seven) School Days' notice, unless a shorter period is approved by Head Office (Directorate: Procurement Management).
- 9.4 Where the Service Provider is obliged to vary the Services in the case of an emergency and such variation results in an increase or decrease of the Route distance, the Service Provider may be reimbursed based on the changed circumstances, provided that approval for such variation is obtained from the Head Office (Directorate: Procurement Management) in writing by the next Business Day in the case of an increase.
- 9.5 A variation is only valid when reduced to writing as an addendum to the Agreement signed by both Parties. The Head Office (Directorate: Procurement Management) will ensure that an addendum is concluded between the Parties when a variation has been agreed to in writing.

10. PAYMENT

- 10.1 The Bidders shall bid a tariff per learner category in Annexure "F" contained in Volume 6 of the Bid Documents. Although bids will be evaluated based on the actual Learner number indicated in the Specifications, the Department may increase or decrease the amount of Learners from time to time as the Bidder will not be remunerated per Learner conveyed but per kilometre travelled as per the Learner Transport Policy.
- 10.2 The Bidders shall indicate a price for the entire contract period in Annexure "F" contained in Volume 6 of the Bid Documents and shall make provision for increases in operating expenditure between years. Bidders should take note that the tariffs indicated in Annexure "F" shall remain firm for the duration of the contract period.

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10.3 Within 3 (three) Business Days after each Claim Month, the Service Provider shall submit to the District Office a Claim Form, which has been signed off by the Principal of each School on the Route, together with a duly corresponding invoice and a copy of the Register of Authorised Learners for the particular Claim Month. The Service Provider may not claim for more Learners than indicated on the Register of Authorised Learners or the number of Learners actually transported.

10.4 The Service Provider shall be compensated for providing the Services in accordance with the Specifications and Special Conditions of Contract, in the following way –

Payment amount =

(Tariff for applicable learner category X Return distance of route X number of school days in a Claim month) - Penalties

10.5 The actual Route distances as agreed between the Service Provider and the WCED shall be used to calculate Revenue Kilometres for each trip, provided always that the onus is on the Service Provider to prove that trips have been operated. The Service Provider will not be paid for Positioning Kilometres.

10.6 Payment will be made by way of EFT.

10.7 Any Overpayments made in respect of this Contract shall be set off against any subsequent payments payable to the Service Provider, whether resulting from this or any other Contract with the WCED. However, the Service Provider shall in the first instance be responsible for immediately refunding any Overpayments.

11. PENALTIES

11.1 The Services shall be monitored and penalties will be imposed as set out in this clause for all offences listed.

11.2 The WCED will advise the Service Provider on a monthly basis of penalties so imposed.

11.3 Revenue Kilometres shall in all cases only be paid for trips which have been operated.

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11.4 No Vehicle shall leave the first point of departure before the time listed in the Time Schedule or more than 15 (fifteen) minutes thereafter, failing which penalties will be imposed as set out below.

11.5 The Service Provider will be expected to adhere strictly to the requirements of the Specifications. Penalties will be imposed as follows –

	Event	Penalty
11.6.1	Where a trip has not been provided: i. 1 st Occurrence per Route per Claim Month; ii. 2 nd Occurrence per Route per Claim Month; iii. 3 rd Occurrence and more per Route per Claim Month.	R500.00 (five hundred Rand) R700.00 (seven hundred Rand) R1000.00 (one thousand Rand)
11.6.2	Late arrival and departure from schools: i. Vehicle departs from first point of departure before the time stated in the Time Schedule or after 15 minutes thereafter; ii. Vehicle has not arrived at School within 30 (thirty) minutes after School starting time; iii. Vehicle arrives at School 30 (thirty) minutes or more after School starting time; iv. Vehicle has not arrived at School within 30 (thirty) minutes of the School closing time.	R150.00 (one hundred and fifty Rand) R250.00 (two hundred and fifty Rand) R500.00 (five hundred Rand) R500.00 (five hundred Rand)
11.6.3	Vehicle breakdowns: i. Failure to provide a replacement Vehicle to transport Learners to School in the morning;	No remuneration for trip

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	<p>ii. Failure to provide a replacement Vehicle in the afternoon within 2 (two) hours of breakdown.</p> <p>Should the Service Provider fail to provide a replacement Vehicle such conduct will constitute a serious breach. The WCED will not compensate the Service Provider and reserves the right to institute breach procedures if no alternative arrangements are made to transport the Learners to and from School.</p>	No remuneration for trip
11.6.4	Failure to pick-up or drop-off Authorised Learners at authorised points.	R250.00 (two hundred and fifty Rand)
11.6.5	<p>Vehicles in unsatisfactory condition:</p> <p>i. Unauthorised Vehicle used;</p> <p>ii. Use of a Vehicle without a valid Vehicle Licence or Roadworthy Certificate;</p> <p>iii. Use of a Vehicle with obvious defects (i.e. defective door, missing window, loose or broken seat).</p> <p>Where it is discovered that Vehicle is used to render the Services that does not have a Vehicle Licence or Roadworthy Certificate, the Service Provider must make arrangements for a licensed and roadworthy replacement Vehicle within 2 (two)hours, failing which the WCED may arrange for alternative transport and the Service Provider shall be held liable for the costs.</p>	<p>R750.00 (seven hundred and fifty Rand)</p> <p>R750.00 (seven hundred and fifty Rand)</p> <p>R250.00 (two hundred and fifty Rand)</p>
11.6.6	<p>Deviating from Route:</p> <p>Deviation from the Route unless the Service Provider can show that the deviation was a response to an</p>	R300.00 (three hundred Rand)

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	<p>unexpected situation such as weather or road incident.</p> <p>The Service Provider will only be compensated for approved Revenue Kilometres. Anticipated Route deviations due to bad weather and road conditions are excluded if the Service Provider informs the WCED within 24 (twenty four) hours of such Route deviation. The WCED will determine the validity and the distance of any deviations.</p>	
11.6.7	<p>Display of vehicle identification:</p> <p>Failure to display vehicle identification that Learners are being transported in terms of paragraph 2.7 of the Special Conditions of Contract.</p>	R300.00 (three hundred Rand)
11.6.9	<p>Failing to provide the WCED with any information or documentation applicable to the Contract.</p>	R500.00 (five hundred Rand)
11.6.10	<p>Failing to present approved Vehicles for inspection or testing as required by the WCED.</p>	R750.00 (seven hundred and fifty Rand)
11.6.11	<p>Drivers and Adult Supervisors failing to comply with the conditions contained in the Code of Conduct.</p>	R500.00 (five hundred Rand)
11.6.12	<p>Failing to submit a Claim Form and invoice within three (3) Business Days after the 15th (fifteenth) day of a Claim Month.</p>	R250.00 (two hundred and fifty Rand)

11.6 Penalties will be imposed per Vehicle per day or per occurrence.

11.7 Notwithstanding the penalties above, the WCED reserves the right to place the Service Provider in breach for the abovementioned transgressions in terms of the SLA.

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