



SPECIAL CONDITIONS OF THE CONTRACT

RT57-2026

**SUPPLY AND DELIVERY OF SEDAN, LIGHT AND HEAVY COMMERCIAL VEHICLES, BUSSES,
MOTORCYCLES, AGRICULTURAL TRACTORS, CONSTRUCTION PLANT AND EQUIPMENT TO THE
STATE FOR A PERIOD OF 36 MONTHS**

**NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON 4 MAY 2026 ON THE
MICROSOFT TEAMS PLATFORM**

CLOSING DATE AND TIME OF BID

29 MAY 2026 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury
Transversal Contracting



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LIST OF ABBREVIATIONS

Abbreviation	Meaning
AWD	All Wheel Drive
BAC	Bid Adjudication Committee
BEC	Bid Evaluation Committee
BQRC	Bid Quality Review Committee
CCGMT	Coordinating Committee of Government Motor Transport
CPA	Contract Price Adjustment
CIPC	Companies and Intellectual Property Commission
COF	Certificate of Fitness
CSD	Central Supplier Database
DOT	The Department of Transport
EME	Exempted Micro Enterprises
FSCA	Financial Sector Conduct Authority
GCC	General Conditions of Contract
HPO	High Power Output
NATIS	National Traffic Information System
NT	National Treasury
MIB	Manufacturer, Importer, or Builder of vehicles
OCPO	Office of the Chief Procurement Officer
OEM	Original Equipment Manufacturer
SBD	Standard Bidding Document
SARS	South African Revenue Services
SCC	Special Conditions of Contract
SCM	Supply Chain Management
TC	Transversal Contract



TCA	Transversal Contracting Agreement
TCD	Transversal Contract Documents
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
RoE	Rate of Exchange
VAT	Value-Added Tax



LIST OF ATTACHMENTS AND ANNEXURES

- i. Standard Bidding Documents (SBD's)
- ii. Transversal Contracting Documents (TCD's)
- iii. General Conditions of Contract (GCC)
- iv. Annexure A - Pricing Schedule
- v. Authorization letter template
- vi. Bidders Manual
- vii. User Manual
- viii. Specifications of specific vehicles, vehicle conversions and equipment

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LIST OF DEFINITIONS

Accounting Officer	bears the same meaning as defined in the Public Finance Management Act (PFMA) or the Municipal Finance Management Act (PFMA/MFMA)
Accredited Independent Service Providers	means all dealers and motor body repairers, who are not appointed as an Approved Dealer of Approved Motor-body repairer by the OEM but attains accreditation from the OEM by meeting its standards and specifications.
Consortium / Joint Venture	an association of persons for the purpose of combining their expertise, property, capital, efforts, skills, and knowledge in an activity for the execution of a contract.
Contract	the agreement that results from the acceptance of a bid by any organ of State.
Contractor / Service Provider / Supplier	the successful bidder who is awarded the contract to maintain and administer the required and specified services to the State.
Conversion	is a vehicle built and/or converted for a specific application other than its normal use
Dealership	means an existing business or company that acts as an agent for the supplier contracted to the State in terms of this contract with the branding of the manufacturer clearly displayed, accreditation to service, repair and maintain any vehicle from the supplier with the availability of general service parts and other parts on request.
Due Diligence	The investigation or exercise of care that the State conducts before entering into an agreement with the bidders to validate the bid responses.
Handling Charges	means any additional cost for the purchaser in having the vehicle delivered to their premises or the movement of the vehicle.
Handover training	means the training of individuals to operate a specific vehicle and all accessories thereto safely, economically, and effectively.
End user department	any State entity, National or Provincial department that have been approved to utilize this contract.
Entity	any other end user of the contract that is not a national or provincial department but are approved by National Treasury to partake in the contract, such as a municipality.



Fleet Responsibility Manager / Fleet Manager Transport Officer	an officer appointed by the Accounting Officer in writing to, inter alia, administer the department's State vehicles either at a sub-office within a region, within a region or within a department.
National Department	means a department listed in Schedule 1 to the Public Service Act, Act 1 of 1994, excluding the Office of a Premier.
Provincial Department	The Office of a Premier listed in Schedule 1 to the Public Service Act, Act 1 of 1994 and a provincial department listed in Schedule 2 to the Public Service Act, Act 1 of 1994.
Service Plan / Maintenance Plan / Motor Plan	a service as that can be optionally procured during the purchasing of the vehicle that will cover all cost in terms of normal services or maintenance as set out in the vehicle's owner manual or handbook up until a specified kilometers or time period.
The State	for the purpose of this contract it refers to National and Provincial spheres of government who participate in this contract. This includes constitutional institutions, public entities listed in Schedule 3 of the PFMA as well as local authorities.



BID DOCUMENT CHECKLIST AND RETURNABLE

Table 1: Bid Document Checklist and Returnable

#	Document Name ¹	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
PHASE 1: MANDATORY REQUIREMENTS EVALUATION				
1.	Pricing Schedule (Annexure A)	Yes	Yes	
PHASE 2: ADMINISTRATIVE REQUIREMENTS EVALUATION				
2.	SBD 1 Invitation to Bid	Yes	Yes	
3.	Proof of authority must be submitted as per SBD 1	No	Yes	
4.	SBD 4 Bidder's Disclosure	Yes	Yes	
5.	SBD 5 NIPP - National Industrial Participation Programme	Yes	Yes	
6.	SBD 6.1 – Preference points claim form.	Yes	Yes	
7.	SBD 6.2 - Certificate of local production/content	Yes	Yes	
8.	Annexure C: Local content declaration summary schedule	Yes	Yes	
9.	TCD 13 Authorization Declaration	Yes	Yes	
10.	TCD 13.1 List of goods or services offered	Yes	Yes	
11.	Written confirmation for disclosing tax status by SARS	No	Yes	
12.	Central Supplier Database Report	No	Yes	
13.	CIPC Company Registration Documents	No	Yes	
14.	Copy of Identity Documents of the Owners and Directors	No	Yes	

¹ Table 1 is provided as guidance to assist bidders with documents that must be returned with the bid. The list is not exhaustive, and it is the responsibility of the bidder to provide all required documents as per the provision of each clause in this bid

**PHASE 3: TECHNICAL COMPLIANCE EVALUATION**

15.	TCD 13.2 Authorization declaration (Template)	Yes	No	
16.	Authorization declaration (Letter of undertaking)	No	Yes	
17.	Technical Compliance of Individual Line Items as per the technical information supplied by the bidders as part of the Pricing Schedule	No	Yes	

PHASE 4: PRICE & SPECIFIC GOALS EVALUATION

18.	Pricing Schedule (Annexure A)	Yes	Yes	
19.	Proof of Business Shareholding/Ownership	No	Yes	

OTHER BID DOCUMENT REQUIREMENTS

20.	Company Profile	No	Yes	
21.	Special Conditions of Contract (SCC)	Yes	Yes	
22.	General Condition of Contract (GCC)	Yes	Yes	
23.	Comprehensive list of dealerships (Dealership footprint)	No	Yes	
24.	Comprehensive list of delivery charges	No	Yes	
25.	Comprehensive list of service plans/ maintenance plans	No	Yes	
26.	List of approved fitment centers for Emergency Lights	No	Yes	
27.	List of all converters to be utilized, including the type of conversions, the addresses and contact details	No	Yes	
28.	List of accredited independent service providers	No	Yes	
29.	Vehicle Warranties and Guarantees	No	Yes	
30.	Escalation process for technical assistance and	No	Yes	



	contact details (More than one person & Supervisor)			
31.	List of all accessories and optional extras	No	Yes	
32.	Specification sheets per item corresponding to the RT57 item number	No	Yes	
33.	Contact details for Finance / Invoice related queries	No	Yes	
34.	Relevant NATIS Certificate of registration and relevant MIB number for each converter	No	Yes	
35.	For armoured vehicles, confirmation needs to be provided that the converter is registered in terms of the National Conventional Arms Control Act 41 of 2002.	No	Yes	

**SECTION A: INTRODUCTION AND TERMS OF REFERENCE****1. DESCRIPTION AND FORMAT OF THE BID**

- 1.1 This bid is for appointment of contractors for Supply and Delivery of Sedan, Light and Heavy Commercial Vehicles, Busses, Motorcycles, Agricultural Tractors, Construction Plant and Equipment to the State for a Period of 36 Months.
- 1.2 This bid document is structured as follows:
 - 1.2.1 Section A: Introduction and Terms of Reference
 - 1.2.2 Section B: Conditions of Bid
 - 1.2.2.1 Part 1: Evaluation Criteria
 - 1.2.2.2 Part 2: Additional Bid Requirements
 - 1.2.2.3 Part 3: Recommendation and Appointment of Bidders
 - 1.2.3 Section C: Conditions of Contract

2. LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating therefrom will be subject to General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act No 5 of 2000 (PPFPA) with its latest 2022 regulations.
- 2.2 The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 2.3 This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:
 - a. National Road Traffic Act, 1996 (No.93 of 1996)
 - b. National Road Traffic Regulations, 2000
 - c. Consumer Protection Act 68 of 2008
 - d. National Conventional Arms Control Act 41 of 2002



3. OBJECTIVE OF THE BID

- 3.1 To arrange the appointment of contractors for Supply and Delivery of Sedan, Light and Heavy Commercial Vehicles, Busses, Motorcycles, Agricultural Tractors, Construction Plant and Equipment to the State for a Period of 36 Months.
- 3.2 For the promotion of historically disadvantaged individuals as per the specific goals (maximum 5 points) allocated in terms of Preferential Procurement Regulations 2022 issued according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).
- 3.3 The promotion of local manufacturing as per the specific goals. (maximum 5 points)

4. BRIEFING SESSION

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

Venue: Microsoft Teams. The link to attend the briefing session is included in the National Treasury website and e-tenders. Bidders can click on the link below to access the briefing session:

RT57 BRIEFING SESSION

<https://teams.microsoft.com/meet/386144365164742?p=8KJ93mPVYfC0bdtqHS>

Date: 4 May 2026

Time: 10h00 to 12h00

- 4.2 The bid information session is not compulsory but will provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document. The National Treasury reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

5. TERMS OF REFERENCE

5.1 INTRODUCTION AND BACKGROUND

- 5.1.1 The State requires a reliable, efficient, and cost-effective mechanism for procuring a wide range of vehicles, construction plant, and specialised equipment necessary to support government service delivery. To fulfil this mandate, the State seeks to appoint qualified and experienced contractors for the Supply and Delivery of Sedan Vehicles, Light and Heavy Commercial Vehicles, Buses, Motorcycles, Agricultural Tractors, Construction Plant and Equipment for a fixed contract period of 36 months.
- 5.1.2 Government departments, municipalities, and state-owned entities rely on a diverse fleet of vehicles and machinery to execute their operational, administrative, and service-delivery



responsibilities. These include transportation of personnel, provision of emergency and community services, infrastructure development, agricultural support programmes, and routine maintenance activities.

5.2 **SCOPE OF WORK**

5.2.1 The detailed scope of work for the bid, which is for Supply and Delivery of Sedan, Light and Heavy Commercial Vehicles, Busses, Motorcycles, Agricultural Tractors, Construction Plant and Equipment to the State as listed in **Annexure A**.

5.3 **TECHNICAL SPECIFICATIONS REQUIREMENTS**

5.3.1 The detailed scope of work for the bid, which is for This bid is for appointment of contractor for Supply and Delivery of Sedan, Light and Heavy Commercial Vehicles, Busses, Motorcycles, Agricultural Tractors, Construction Plant and Equipment to the State for a Period of 36 Months.

5.3.2 The bid consists of ten (10) categories with a total of three hundred and nineteen (319) line items. The summary details are as follows:

Table 2: Summary of Technical Specifications Categories

#	CATEGORY #	CATEGORY DESCRIPTION	# ITEM IN THE CATEGORY
1.	RT57-00	Hybrid and Electrical	45
2.	RT57-01	Sedan/Hatch	31
3.	RT57-02	Light Commercial Vehicle (LCV)	47
4.	RT57-03	Heavy Commercial Vehicles (Trucks)	66
5.	RT57-04	Multi-Purpose Vehicle / Sport Utility Vehicle (MPV/SUV)	17
6.	RT57-05	Busses	30
7.	RT57-06	Panel Van	19
8.	RT57-07	Motorcycle	23
9.	RT57-08	Armoured Vehicles	3
10.	RT57-09	Construction Plant, Equipment and Agricultural Tractors	38



#	CATEGORY #	CATEGORY DESCRIPTION	# ITEM IN THE CATEGORY
TOTAL NUMBER OF ITEMS IN THE BID			319

5.4 **Related Contracts**

- 5.4.1 The State utilizes Contract RT46 for the Maintenance and Repair for all vehicles procured under the RT57 Contract. Contractors will be required to provide technical information related to service and maintenance plans and repairs to the appointed contractor.
- 5.4.1.1 All subsidized vehicles are procured through the RT68 Finance of Subsidized Vehicle Contract , maintained through the RT62 Maintenance of Subsidized Vehicle Contract and insured through the RT58 Insurance of Subsidized Vehicle Contract. The contractor will be required to provide all relevant information to the RT68 Finance service provider to allow officials to place their vehicle orders. This can include delivery points, vehicle colours and other technical information.



SECTION B: CONDITIONS OF BID

6. PART 1: EVALUATION CRITERIA

6.1 The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory Requirements	Administration Requirements	Technical Compliance	Price and Specific Goals
Compliance with mandatory requirements	Compliance with the Administration documents requirements	Compliance with the technical specifications and requirements	Bids evaluated in terms of the 90/10 preference points system

6.1.1 The State may conduct due diligence during any of the evaluation phases to confirm the information submitted by the bidder and any misrepresentation by the bidder may disqualify the bid thereof.

6.2 PHASE 1: MANDATORY REQUIREMENTS

6.2.1 Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this phase, bidders' responses will be evaluated against the mandatory requirement for compliance. Bidders who fail to comply with the mandatory requirement will be disqualified.

6.2.2 Pricing Schedule

6.2.2.1 The pricing schedule (**see Annexure A**) provided in this bid forms an integral part of the bid document, and bidders must ensure that it is completed in full without changing the structure thereof.

6.2.2.2 Bidders are required to complete a mandatory **Pricing Schedule Annexure A** as a response to how much the items offered will be charged. Failure to submit the Annexure A Pricing Schedule will invalidate the bid response.

6.2.2.3 The pricing for this bid is required to be on a national level.

6.2.2.4 Prices submitted in this bid must be filled in on the field provided on the Pricing Schedule supplied with the bid. Price structures that do not comply with this requirement will invalidate the bid.



6.2.2.5 Prices must be inclusive of all applicable taxes. No additional costs will be considered post-award.

6.2.2.6 Prices submitted in this bid must be inclusive of 15% Value Added Tax (VAT) and pricing not in accordance with the prescribed format of Annexure A will invalidate the bid.

6.2.2.7 The Pricing Schedule (Annexure A) must be submitted online in an **XLSX Excel format**.

6.2.3 Pricing structure

- a) It is a requirement of this bid that bidder fill out and submit the pricing schedule issued with the bid at the closing date and time of the bid.
- b) The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof.
- c) The prices quoted must be inclusive of all applicable taxes.
- d) All prices must be furnished in South African currency (Rand).
- e) Bidders are required to submit responsive bids by completing all the prices as contained in the pricing schedule, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items.
- f) The bidder must ensure that all fields are filled in and all required information is provided. Where insufficient information was supplied by the bidder, the item in question will not be considered.
- g) Bidders must ensure that it completes in full and submits the EXCEL PRICING SPREAD SHEET attached in this bid in a soft copy format, failing which the bid will be deemed non-responsive and shall therefore be disqualified.
- h) The EXCEL PRICING SPREAD SHEET must be converted into a Portable Document Format (PDF) and submitted with the bid at the closing date and time. This PDF document must be exact to the EXCEL PRICING SPREAD SHEET submitted.
- i) The prices as requested in the Price Schedule must not include any settlement discounts for early payments. The State will not pay any amounts to the appointed service provider that is not reflected on the pricing Schedule at the time of bid submission or that is provided for as an optional extra or accessories.
- j) Prices submitted for this bid must be completed on the fields provided on the price schedule supplied with the bid.
- k) Pricing structures that do not comply with this requirement will invalidate the bid.



- l) Where any item or part thereof is imported, the rate of exchange issued by the Reserve Bank on 20 April 2026 must be used to convert the imported portion of the price to RSA currency.
- m) Bid prices must include the following:
 - i. Pre-Delivery Inspection (PDI)/Pre-delivery Service (PDS),
 - ii. Emission Tax
 - iii. Micro Dotting as per SANS specifications
- n) All vehicles must be delivered to the end user with fuel to a minimum value of R800 on all sedans, MPV, SUV and LDV's. R1400 for trucks and busses (25-seater and up), R300 on all motorcycles, R1500 for equipment and R500 for small equipment. A slip as proof of fuel disbursed must be submitted with the delivery note.
- o) All electrical vehicles need to be delivered with at least 75% charge.
- p) The State retains the right to review the above minimum fuel values, based on the fluctuation of the fuel price.
- q) Where a vehicle is fitted with Diesel Exhaust Fluid, commonly referred to as AdBlue®, the container must be 100% filled at time of delivery to the End-User.
- r) Where an item is available in different model variations, and the bidder wishes to offer all the model variations in the same category, the bidder is requested to complete a separate line in the 'Pricing Schedule and Item Questionnaire' for each model variation. These models should correspond to the offers within the market or a specified government specification and should not be a combination of accessories to increase the number of offerings.
- s) Discounts must be offered in the final price offered and must not be conditional; any conditional price offered will not be taken into consideration for evaluation purposes.
- t) Bid prices must include all items that are compulsory with the procurement of the vehicle such as a compulsory maintenance or service plan. This must be indicated in the prescribed column in the pricing schedule.
- u) Bid prices must exclude "Delivery Charges".
- v) For the second and third years of the contract, contractors will be allowed to review their original offers and provide new offers which will be re-evaluated.



- w) The State retains the right to negotiate the actual vehicle price as well as the prices provided for delivery, administration, registration and or any other charges such as service or maintenance plans.
- 6.2.3.1 The State may conduct due diligence before the final award or at any time during the transversal contract period, which may include pre-announced/ unannounced site visits. During due diligence, the information submitted by the bidder is verified, and any misrepresentation may disqualify the bid in whole or in part, or cancel the contract if the National Treasury or participating institution is made aware of the misrepresented information after the contract is awarded.
- 6.2.3.2 The State also reserves the right to conduct any evaluation verifications before the final award or at any time during the transitional term contract period.
- 6.3 **PHASE 2: ADMINISTRATION AND LEGISLATION REQUIREMENTS EVALUATION**
- 6.3.1 Bidders must submit the following documents listed below to comply with the policy to guide uniformity in procurement reform processes.
- 6.3.1.1 **SBD 1** – Invitation form to bid.
- 6.3.1.2 **Proof of Authority** – This is proof that the company representative has been given authority by the company to sign bid documents on their behalf as required on SBD 1.
- 6.3.1.3 **SBD 4** – Bidder’s Disclosure
- 6.3.1.4 **SBD 6.1** - Preference points claim form.
- 6.3.1.5 **TCD 13 and 13.1 - Authorization Declaration** - All bidders are required to complete the “Authorisation Declaration” (TCD 13 and TCD 13.1) for all relevant services in full, sign it, and submit it together with the bid response at the closing date and time of the bid invitation.
- 6.3.1.6 **Central Supplier Database** - Bidders are required to submit their Central Supplier Database report.
- 6.3.1.7 **Written Confirmation to disclose tax status** - Bidders must submit a Tax Pin issued by SARS. This tax pin is deemed as a confirmation that, on an ongoing basis during the bid evaluation and the tenure of the transversal contract, the State may access the bidder’s tax compliance status.
- 6.3.1.8 **Company registration documents issued by CIPC** - Bidder must submit proof of registration with the Companies Intellectual Property Commission (CIPC). In a case where the shareholding percentage is not indicated on the CIPC registration documents, an



additional shareholding certificate issued by the relevant authority detailing the shareholding of the bidder must be submitted.

6.3.1.9 **Copy of Identity Document (Directors/Owners)** - Bidders are required to submit a copy of an identity document of the directors and/or owners.

6.3.1.10 Failure to submit the documents indicated above, even after the bidder has been notified and given a maximum of seven (7) calendar days to rectify, may invalidate the bid.

6.4 **PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS**

6.4.1 During this phase bidders' responses will be evaluated based on technical requirements. Only the bidders who have complied with Phases 1 and 2 will be evaluated in Phase 3. Non-compliance to the applicable requirements below will result in disqualification of the bid.

6.4.2 **Authorization Declaration:**

6.4.2.1 Any bidder who is using a third party to offer the required service offering must submit a valid Third-Party Undertaking letter (template provided as TCD 13.2) in full for all relevant services. The Third-Party Undertaking letter from the service manufacturer, importer or distributor must include a letter with the following information:

- a) The Third-Party Undertaking letter needs to be on the letterhead of the OEM/ distributor/ importer and addressed to the bidder, dated and signed. Should the letter not be addressed to the bidder, the authorization letter will be deemed invalid.
- b) The letter must have the contact person's name, physical and postal address, telephone, and email details, and the capacity with which a person is signing the letter.
- c) All the information on the letter must be in English.
- d) The Third-Party Undertaking letter cannot be dated prior to the bid advertisement as the letter needs to provide authorization for the specific requirements of the RT57-2026 contract for the full contract period.

6.4.2.2 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration, and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in this bid document.

6.4.2.3 The Authorization letter from the manufacturer / importer / distributor to the bidder needs to confirm the direct supply to the bidder. The letter must be based on the provided template and the following must be contained in the letter of authorisation declaration by the manufacturer or importer:



- a) An authorization letter can either be issued by the manufacturer (OEM) or the approved distributor/ importer of a specific product or brand.
- b) Where the authorization letter is issued by and importer or distributor:
 - i) The letter from the OEM, authorizing the importer or distributor to import or distribute their product in South Africa needs to be provided.
 - ii) The letter from the importer or distributor to the bidder confirming supply arrangements.
- c) Where and authorization letter is issued by an OEM (Manufacturer)
 - i) A letter from the vehicle manufacturer is required to confirm supply arrangements between the manufacturer and the bidder.
- d) Where applicable, the OEM, importer or distributor must provide the bidder with the following proof: the NRCS certificate indicating that they are the original equipment Manufacturer/Importer (OEM) by submitting a CERTIFICATE OF REGISTRATION FOR MANUFACTURE/IMPORTER/BUILDER (MIB) certificate issued in the company's name.
- e) The letter must be on the Third-Party letter head (the manufacturer, distributor or importer), dated and signed (Name and designation to be included) and cannot be dated prior to the bid advertisement as the letter needs to provide authorization for the specific requirements of the RT57-2026 contract
- f) Letter confirming supply of vehicles must be from the OEM, importer or distributor and addressed to the bidder, not from a dealership. The letter should indicate supply by the OEM, importer or distributor directly to the bidder and not the supply to the bidder through a third party.
- g) In the letter, the OEM, distributor or importer should underwrite the warranties for all items offered under the contract, including warranty repairs and services through existing service centres or dealerships.
- h) The letter needs to confirm the availability of parts.
- i) The letter must contain a list of item(s) numbers and the brands offered. Failure to provide a specific brand will invalidate all offers for that brand.
- j) The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the State.



- k) In order to ensure that all items procured through the contract can be serviced and maintained throughout the country the letter must include a list of all dealerships confirming the dealership footprint and the list of accredited independent service providers. (Attached as per the prescribed template).
 - l) Noting of the RT57 Special Conditions by manufacturer, distributor or importer of a vehicle.
 - m) Have the contactors name, physical address, telephone and email details and the capacity of the person is signing the letter on behalf of the OEM/ Importer/ Distributor.
 - n) Failure of the letter to address the requirements as set out above for each brand offered will invalidate the offer for all items of that particular brand.
 - o) Where points for local content or assembly is claimed, the bidder needs to attach the affidavit from the supplier that manufacturers or assembles locally.
- 6.4.3 The authorisation declaration (TCD13), Third-Party Undertaking letter and the Authorization letter from the manufacturer confirming supply arrangements must cover the full contract period.
- 6.4.4 It remains the sole responsibility of the main bidder to ensure that any subcontract/s or third (3rd) party involvement complies with the requirements of this bid as this may invalidate your bid.
- 6.4.5 **Technical Compliance of Individual Line Items**
- 6.4.5.1 The committee will evaluate all offers based on the technical information contained in the pricing schedule as supplied by the bidder.
- 6.4.5.2 All item specification questionnaires are submitted to provide additional information to the Bid Evaluation Committee and the End Users at the time of procurement.
- 6.4.5.3 Where the information on the specification questionnaires differs from that on the pricing schedule, the information contained in the pricing schedule will take precedence.
- 6.4.5.4 Only items that comply to the technical requirements will be considered for award.
- 6.4.6 **Vehicle Categories**
- 6.4.6.1 The bid provides for the various vehicle categories as indicated in the table below. Bidders must carefully note the separate sheets in the pricing schedule applicable to each category.



Table 4: Vehicle Categories

No	Category Number	Category Description
1.	RT57-00	Hybrid and Electrical
2.	RT57-01	Sedan/Hatch
3.	RT57-02	Light Commercial Vehicle (LCV)
4.	RT57-03	Heavy Commercial Vehicles (Trucks)
5.	RT57-04	Multi-Purpose Vehicle / Sport Utility Vehicle (MPV/SUV)
6.	RT57-05	Busses
7.	RT57-06	Panel Van
8.	RT57-07	Motorcycle
9.	RT57-08	Armoured Vehicles
10.	RT57-09	Construction Plant, Equipment and Agricultural Tractors

6.4.6.2 Bidders must pay attention to accessories and conversions required for category RT57-02 and RT57-06 in the pricing schedule.

6.5 **PHASE 4: PRICE AND SPECIFIC GOALS**

6.5.1 **Pricing Schedule and Structure Requirements**

6.5.1.1 Only the bidders who have complied with all phases will be evaluated in Phase 4.

6.5.1.2 Prices quoted must be furnished based on “delivered to State facility” country-wide, inclusive of VAT. No additional costs will be considered post-award.

6.5.1.3 The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. Bidders are required to complete a mandatory Pricing Schedule as a response to how much the items offered will be charged.

6.5.1.4 Due diligence on market-related pricing reasonability may be conducted. The State reserves the right to disqualify bid offers that are under-quoted and or are above market value. In this case, the bidder may be required to submit supporting documentation to the State to prove that the pricing is not under-quoted or above market value.

6.5.1.5 Conditional discounts offered will not be taken into consideration during evaluation.



- 6.5.1.6 Bidders are required to submit an all-inclusive Administration fee for the execution of all services on the contract. Prices submitted in this bid must be inclusive of 15% Value Added Tax (VAT) and pricing not in accordance with the prescribed format of **Annexure A** will invalidate the bid.
- 6.5.1.7 Prices submitted in this bid must be filled in on the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement will invalidate the bid.
- 6.5.1.8 Bidders cannot in the submission of the bid submit any additional pricing or fee structures that are not included in the pricing schedule attached as **Annexure A**.
- 6.5.1.9 Pricing Schedule (**Annexure A**) must be submitted online in an XLSX Excel format.
- 6.5.1.10 The State will not pay any amounts to the appointed Contractor that are not reflected on the Annexure A: Pricing Schedule at the time of bid submission.

6.5.2 **Preferential Point System**

The pricing evaluation will be in terms of the Preferential Procurement Regulations as per the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). Responsive bids will be adjudicated by the State on the 90/10 preference point system based on:

- 6.5.2.1 The bid price (Maximum of 90 points)
- 6.5.2.2 Historically disadvantaged individuals as well as specific goals (maximum 10 points)
- 6.5.2.3 The following formula will be used to calculate the points for price out 90:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where,

P_s = Points scored for the comparative price a of bid under consideration

P_t = Comparative price of a bid under consideration

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

- 6.5.2.4 The following goals will be used to calculate the points for specific goals out of 10 points:

Table 5: Specific Goals

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 10
Preference points for equity ownership by a South African citizen:	5



SPECIFIC GOALS	POINTS ALLOCATED OUT OF 10
i) Who, due to the apartheid policy that had been in place, had no franchise in national elections before the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (the Interim Constitution); and/or ii) Who is born after the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (the Interim Constitution), but who, due to the apartheid policy that had been in place, would not have had a franchise in the national elections; and/or	
Local Manufacturing	5
TOTAL POINTS	10

- 6.5.2.5 The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.
- 6.5.2.6 **SBD 6.1:** Bidders are required to complete the SBD 6.1 form to claim preference points. Only a bidder who has fully completed and signed the declaration part of the SBD 6.1 preference points claim forms will be considered for preference points.
- 6.5.2.7 The bidder's Central Supplier Database (CSD) report, CIPC registration documents, and copies of Identity Documents (ID) submitted will serve as proof of ownership and directorship of the company.
- 6.5.2.8 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will not be allocated with the points claimed.
- 6.5.2.9 In terms of Local Content and Manufacturing the following will be applied:
- Where a company manufactures any model locally in their offered bid (Completely Knocked Down) units, the company will be able to claim 5 points, upon supplying the required proof of such a facility. An affidavit confirming that the company is a local manufacturer needs to be supplied.
 - Where a company assembles any model locally in their offered bid (Semi Knocked Down) units, the company will be able to claim 2 points, upon supplying the required proof of such a facility. An affidavit confirming that the company is assembling locally needs to be supplied.



- 6.5.2.10 The State may, before a bid is adjudicated or at any time, require a bidder to submit any relevant additional supporting documents to substantiate claims it has made about preference.
- 6.5.2.11 Points scored will be rounded off to the nearest 2 decimals.
- 6.5.2.12 If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 6.5.2.13 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.
- 6.5.2.14 The following formula must be applied to calculate the number of points out of 10 for specific goals:

$$\text{PSSG} = \text{MPA} \times \frac{\text{POE}}{100}$$

Where:

PSSG= Points scored for a specific goal

MPA = Maximum points allocated for a specific goal

PEO = Percentage of equity ownership by an HDI

- 6.5.2.15 The specific goals contemplated in the paragraph above and are related to equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- 6.5.2.16 If the percentage of ownership contemplated in the paragraph above changes after the closing date of the tender, the tenderer must notify the Office, and such tenderer will not be eligible for any preference points.
- 6.5.2.17 Equity in private companies must be based on the percentage of equity ownership.
- 6.5.2.18 Preference points may not be awarded to public companies and tertiary institutions.
- 6.5.2.19 Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- 6.5.2.20 Documentation to substantiate the validity of the credentials of the trustees contemplated in the paragraph above must be submitted to the Office.



6.5.2.21 A consortium or Joint Venture may claim points for specific goals, based on the percentage of the contract value managed or executed by individuals who are actively involved in the management or exercise control of the respective parties of the consortium or Joint Venture.

6.5.2.22 A tenderer who does not submit proof of ownership may not be disqualified from the bidding process but will be allocated zero points for the relevant specific goals for ownership.

6.5.3 Applicable Taxes

- a) All bid prices must be inclusive of all applicable taxes.
- b) All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.
- c) Failure to comply with this condition may invalidate the bid.

6.5.4 Responsive Bids

6.5.4.1 Bidders are required to submit responsive bids by completing all pricing and item information on the provided pricing schedule (Annexure A) for the individual items and all required forms. Non-submission of the pricing schedule (Annexure A) will invalidate the bid response.

7. PART 2: ADDITIONAL BID REQUIREMENTS

7.1 TERMS AND CONDITIONS OF BID

7.1.1 Counter Conditions

7.1.1.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

7.1.1.2 The National Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The National Treasury and its officers, employees, and advisors will not be liable in connection with either the exercise of or failure to exercise this right.

7.1.1.3 If the National Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

7.1.2 Fronting

7.1.2.1 The National Treasury supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves by the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the National Treasury does not support any form of fronting.

7.1.2.2 The National Treasury, in ensuring that bidders lawfully conduct themselves will, as part of



the bid evaluation processes, conduct, or initiate the necessary inquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry, and Competition, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.

- 7.1.2.3 Failure to do so by the bidder within fourteen (14) days from the date of notification by the National Treasury may invalidate the bid/contract and may also result in the restriction of the bidder from conducting business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the National Treasury may have against the bidder concerned.

7.2 **SUBMISSION OF BIDS**

7.2.1 **ONLINE BID SUBMISSION**

- 7.2.1.1 Bidders must submit their bids online through the eTender Publication portal.
- 7.2.1.2 Manual or hardcopy bids are not acceptable.
- 7.2.1.3 The online eTender publication portal can be accessed on the following link:
<https://www.etenders.gov.za/>
- 7.2.1.4 The link to the guide for online bid submissions is: <https://youtu.be/B7pNseNJYHM>
- 7.2.1.5 Bidders must adhere to all the rules for the online/eTender bid submission.



- 7.2.1.6 Bidders' attention is drawn to the sequential submission format as per the checklist on **Table 1**.
- 7.2.1.7 The Pricing Schedule (**Annexure A**) should be in an XLSX excel sheet format and not any other format.
- 7.2.1.8 As this bid is based on different categories, bidders must submit all the required documentation for which they are bidding.
- 7.2.1.9 Non-compliance with online bid submission WILL invalidate the bidder's response.
- 7.2.1.10 Format and Submission of Bid (**Please refer to Table 1**)
- 7.2.1.11 All wheel drive vehicles that fall under Category RT57-02 (Light Commercial Vehicle (LCV) and Light Delivery vehicles (LDV) and Category RT57-04 (Multi-Purpose Vehicle / Sport Utility Vehicle (MPV/SUV)) needs to be tendered under the 4x4 line items as provided.
- 7.2.1.12 All station wagons must be offered in the category for sedans only.
- 7.2.1.13 All crossover vehicles must be submitted in sedan categories.
- 7.2.1.14 All crossover vehicles must be submitted in sedan categories.
- 7.2.1.15 Vehicles that have a higher than average power output for a specific category should indicate High Performance Output (HPO) in brackets as part of the description of the item offered, this may include vehicles fitted with turbo charged engines.
- 7.2.1.16 LDVs with a drop side body must be offered in the Truck category (RT57-03)
- 7.2.1.17 An offer will not be accepted, if an offer of an item has a higher specification than the requirement of the category and complies with the minimum requirements of another category.
- 7.2.1.18 The State reserves the right to award a specific item on the contract should it be the first automatic vehicle, station wagon, high performance output or all-wheel drive vehicle offered within a specific category.
- 7.2.1.19 Bidders must submit models that are available in the market and should not submit one vehicle with separate accessories as different models.
- 7.2.1.20 Bidders must ensure that they supply sufficient information related to the technical specifications of the vehicles as required on the bid documents. All vehicle information must be supplied electronically and in such a manner as to assist in the evaluation thereof.
- 7.2.1.21 The State reserves the right to award any vehicle on the contract for the use of VIP's. This can include, but is not limited to all Political Office Bearers, Judges or any other VIP's where



authorization was obtained to procure from the contract.

- 7.2.1.22 The State reserves the right to only award the first of an identical vehicle make and model per category, if there is more than one of the same vehicles make and model offered by more than one bidder in the same category.
- 7.2.1.23 Items offered must strictly be according to NAAMSA classifications and must adhere to the specification of the specific category.
- 7.2.1.24 Every item offered must include the OEM model reference and not that of the supplier.
- 7.2.1.25 End-user information pack
- 7.2.1.26 Bidders are required to submit the following documentation electronically (in excel format where possible) in separate documents at the closing date and time of the bid:
- a. Delivery charges (all delivery charges such as transport and PDI must be included)
 - b. All accessories and optional extras,
 - c. Dealership footprint
 - d. List of accredited independent service providers
 - e. List of converters
 - f. Specification sheets per item corresponding to the RT57 item number
 - g. Service and maintenance plans – costs and the inclusions and exclusions thereof

7.3 **LATE BIDS**

- 7.3.1 Bids received after the closing date and time will NOT be accepted for consideration.

7.4 **COMMUNICATION AND CONFIDENTIALITY**

- 7.4.1 The Chief Directorate: Transversal Contracting (TC) within the Office of the Chief Procurement Officer (OCPO) may communicate with bidders where clarity is sought after the closing date and time of the bid and before the award of the transversal contract, or extend the validity period of the bid, if necessary.
- 7.4.2 Any communication to any State official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 7.4.3 Whilst all due care has been taken in connection with the preparation of this bid, the National Treasury makes no representations or warranties that the content in this bid or any



information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The National Treasury, and its officers, employees, and advisors will not be liable concerning any information communicated which is not accurate, current, or complete.

- 7.4.4 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury (other than minor clerical matters), the bidder must promptly notify the National Treasury in writing of such discrepancy, ambiguity, error or inconsistency to allow the National Treasury to consider what corrective action is necessary (if any).
- 7.4.5 Any actual discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 7.4.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.
- 7.4.7 No representations made by or on behalf of the National Treasury about this bid will be binding on the National Treasury unless that representation is expressly incorporated into the contract ultimately entered between the National Treasury and the successful bidder(s).
- 7.4.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for developing a response to this bid.

7.5 **CONTACT DETAILS**

- 7.5.1 **General:** - National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001. Physical address: 40 Church Square, Pretoria
- 7.5.2 **Bid Enquiries:** - All inquiries should be in writing to [sithembiso.mahlalela@Treasury.gov.za/](mailto:sithembiso.mahlalela@Treasury.gov.za) Demanad.Acquisition1@treasury.gov.za. The closing date for receipt of all inquiries is **22 May 2026**. All inquiries beyond the closing date will not be considered.

**8. PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS**

- 8.1 Once the evaluation process is complete there will be a recommendation report by the Bid Evaluation Committee (BEC) to the Bid Adjudication Committee (BAC) which has the authority to either support (approve) or not support (not approve) the recommendation/s and appointment/s.
- 8.2 On approval of the recommendation and appointment, the successful bidder(s) will sign an appointment letter together with the Transversal Contracting Agreement (TCA) for the for appointment of contractors for Supply and Delivery of Sedan, Light and Heavy Commercial Vehicles, Busses, Motorcycles, Agricultural Tractors, Construction Plant and Equipment to the State for a Period of 36 Months, and the unsuccessful bidder(s) will be informed accordingly. The following paragraphs will be applicable when the BEC makes the recommendation to the BAC.
- 8.3 The following will form part of the Contract documents between the parties in as far as this RT57.
- a. Bid Documents.
 - b. Letter of appointment;
 - c. Award Documents (Covering Letter, Contract Circular, Special Conditions of Contract and General Conditions of Contract);
- 8.4 **TAX COMPLIANCE REQUIREMENTS**
- 8.4.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 8.4.2 The Tax Compliance status requirements are also applicable to potential foreign bidders/individuals who wish to submit a bid.
- 8.4.3 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD or SARS.
- 8.4.4 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or SARS.

**8.5 NEGOTIATIONS**

- 8.5.1 The State reserves the right to negotiate with the shortlisted bidders before or after the award. The terms and conditions for negotiations will be communicated to the shortlisted bidders before the invitation to negotiations. This phase is meant to ensure value for money is achieved through the measure of quality that will assess the monetary cost of the items or services against the quality and or benefits of that item or services.

8.6 DUE DILIGENCE

- 8.6.1 The State may conduct due diligence before the final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence process, the information submitted by the bidder is verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.
- 8.6.2 The State also reserves the right to conduct any evaluation verifications before the final award or at any time during the transversal term contract period.

8.7 RIGHT OF AWARD

- 8.7.1 The State reserves its following rights -
- 8.7.1.1 To award the bid in part or in full,
 - 8.7.1.2 Not to make any award in this bid or accept any bids submitted,
 - 8.7.1.3 Request further technical information from any bidder after the closing date,
 - 8.7.1.4 Verify information and documentation of the bidder(s),
 - 8.7.1.5 Not to accept any of the bids submitted,
 - 8.7.1.6 To withdraw or amend any of the bid conditions by notice in writing to all bidders before closing of the bid and post-award, and
 - 8.7.1.7 If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

8.8 AWARD CONDITIONS

- 8.8.1 The State reserves the right to award contracts to more than one service provider for the same item.
- 8.8.2 The State will not award the exact same vehicle make and model to more than one bidder/Contractor.
- 8.8.3 The state reserves the right to award the exact same vehicle make and model to more than one bidder/Service provider where different converters are offered/used (this is only applicable to trucks and buses).



- 8.8.4 The State reserves the right to limit the number of units (vehicles) awarded per vehicle category, for both General Purpose and Subsidised Vehicle Categories. (E.g. Maximum of 20 offers per line item).
- 8.8.5 State will appoint multiple service providers to fulfil all the requirements of the contract.



SECTION C: CONDITIONS OF CONTRACT

9. CONCLUSION OF CONTRACT

- 9.1 The Contract between National Treasury and the preferred bidder/s (contractors) collectively referred to as the Parties shall come into effect after the contractors has been issued with an unconditional letter of acceptance to their bid.
- 9.2 The contractor (s) shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this RT57-2026 is concerned:
- 9.2.1 Bid Documents
 - 9.2.2 Letter of Appointment
 - 9.2.3 Award Documents
 - 9.2.4 Transversal Contracting Agreement (TCA)
- 9.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence.

10. PARTICIPATING STATE INSTITUTIONS

- 10.1 This transversal contract RT57-2026 is intended to be utilized by various organs of the State.
- 10.1.1 The following organs of state will participate in this contract

Table 6: Participating Institutions

Participating Institutions
Buffalo City TVET College
Bushbuckridge Local Municipality
Cooperate Governance and Traditional Affairs
Department of Agriculture, Rural Development, Land and Environment Affairs
Department of Correctional Services
Department of Defence
Department of Sports, Arts, and Culture Mpumalanga
Department of Justice and Constitutional Development
Dr Pixely ka Isaka Seme Local Municipality
Emalahleni Local Municipality
Eastern Cape Department of Transport
Free State Fleet Management Trading Entity: Department of Community Safety, Roads & Transport
Free State Department of Cooperative Governance and Traditional Affairs
Gauteng Department of Community Safety



Participating Institutions

Kwa-Zulu Natal Department of Transport
Limpopo Department of Agriculture and Rural Development
Limpopo Department of Transport and Community Safety
Limpopo Provincial Treasury
Mogale City Local Municipality
Mpumalanga Department of Economic Development and Tourism
Mpumalanga Department of Co-operative Governance, Human Settlements and Traditional Affairs
Mpumalanga Department of Education
Msunduzi Municipality
National Department of Labour & Employment
National Department of Health
National Department of Public Service and Administration
National Department of Transport
Northwest Department of Human Settlement
Northwest Department of Public Works and Roads
Northwest Department of Community Safety and Transport Management
Sedibeng District Municipality
South African Police Services
The Presidency
Vhembe District Municipality
Western Cape Mobility Department

10.1.2 All municipalities will participate on this contract for the purchase of vehicles used for political office-bearers in terms of regulation 6 of the Municipal Cost Containment Regulations 2019.

10.1.3 All National and Provincial departments will participate on this contract for the purchase of vehicles used for members of the executive in terms of National Treasury Instruction No 6 of 2019/2020 or as amended.

11. POST-AWARD PARTICIPATION

11.1 In terms of Treasury Regulation 16A6.6 “the accounting officer or accounting authority may, on behalf of the department, constitutional institution or public entity, participate in any



contract arranged by means of a competitive bidding process by any other organ of state”, subject to the written approval of such organ of state.

- 11.2 Organs of state must make an application for post award participation to the National Treasury in a prescribed format where participation is required.
- 11.3 Where an organ of state applies to be a participant on the contract (post award) the National Treasury will consult with the National Department of Transport, prior to the approval and then update list of participants and publish on its website.
- 11.4 Prior to the approval by National Treasury the delegated authority of the End User needs to confirm in writing that the terms and conditions of the RT57 contract and the RT57 User Manual is noted, including the conditions related to the payment terms and the escalation process for non-payment that can lead to the suspension of the end user.



11.5 In terms of Treasury Regulation 16A6.5 Accounting Officer/Accounting Authority of National and Provincial departments, constitutional institutions, and public entities listed in schedules 1, 3A, and 3C to the PFMA may opt to participate in a transversal contract facilitated by the relevant treasury.

11.6 Other entities of the State that makes use of the government payroll systems as per the definition are permitted to participate in this contract, only once formal requests have been submitted to, and formal approval has been obtained from Transversal Contracting, National Treasury.

12. CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

12.1 Contract Administration

12.1.1 The administration and facilitation of the transversal contract is the responsibility of the National Treasury and all correspondence in this regard must be directed to the Transversal Contracting Department via email on TCcontracts2@treasury.gov.za

12.1.2 Suppliers must advise the Chief Directorate: Transversal Contracting, National Treasury immediately when unforeseeable circumstances will adversely affect the execution of the transversal contract. Full particulars of such circumstances as well as the period of delay must be furnished.

12.2 Channels of Communication

12.2.1 For matters relating to the administration of the contract with a financial impact, the Contractor shall communicate with National Treasury ensuring that the National Department of Transport is copied on all communication.

12.2.2 For operational queries, the Contractor shall communicate with the relevant end user department or if necessary, the National Department of Transport.

12.3 Supplier Performance Management

12.3.1 Supplier performance management will be the responsibility of the purchasing institution and where supplier performance disputes cannot be resolved between the supplier and the relevant purchasing institution, the National Department of Transport, together with the National Treasury: Transversal Contracting, must be contacted for corrective actions.

12.3.2 Supplier performance rating Form (to be provided for by the National Treasury after the bid award) will be instituted, and every supplier must complete it to ensure good performance.



- 12.3.3 End-user State institutions are required to report to the National Treasury on where supplier's performance is not satisfactory.
- 12.3.4 Successful suppliers will have their performance scored. National Treasury will provide a template that will be used to measure overall performance in terms of the transversal contract. Suppliers who score an unacceptable performance rating may not be awarded future contracts of the same bid and may have the transversal contract terminated before the end of the transversal contract period.

13. CONTRACT PRICE ADJUSTMENT

- 13.1.1 Prices submitted for this bid will be subject to price adjustments to the fluctuation in the rate of exchange on a tri-annual basis.
- 13.1.2 The Rate of exchange as on 31 January 2026 will serve as the base rate for the calculation of contract price adjustments for year one (1). The currency used, i.e. USD, Yen, Pound Sterling, Euro, must be indicated in the space provided on the "Pricing Schedule".
- 13.1.3 Contract price adjustments due to rate of exchange variations will be calculated by National Treasury: Transversal Contracting using the average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

14. CONTRACT PRICE ADJUSTMENT PERIODS

Table 7: Contract Price Adjustment Period

Average rates for the period:	Dates from which new calculated price will be effective	Date at which the period of adjustment will become effective
19 June 2026- 18 September 2026	01 October 2026	31 January 2027
21 September 2026- 20 January 2027	01 February 2027	31 May 2027
21 January 2027- 20 May 2027	01 June 2027	30 September 2027
21 May 2027- 20 September 2027	01 October 2027	31 January 2028
21 September 2027- 20 January 2028	01 February 2028	31 May 2028



Average rates for the period:	Dates from which new calculated price will be effective	Date at which the period of adjustment will become effective
21 January 2028- 19 May 2028	01 June 2028	30 September 2028
22 May 2028- 21 September 2028	01 October 2028	31 January 2029
22 September 2028- 19 January 2029	01 February 2029	31 May 2029
22 January 2028- 21 May 2028	01 June 2029	30 September 2028

- 14.1.1 Visit www.reservebank.co.za to obtain the relevant rates.
- 14.1.2 The adjusted prices will be electronically communicated to all relevant parties. Prices will remain valid until the new updated pricing are issued by National Treasury.
- 14.1.3 The Price Adjustments will be implemented, regardless of whether or not the end-users and/or service providers have received the communication from the National Treasury, Transversal Contracting.
- 14.1.4 The State reserves the right to apply the same price adjustment for an additional period of 23 January 2026 to 23 April 2026 or until such a time that the new vehicle procurement contract has been awarded. In the event that the new contract is awarded, the new contract pricing will apply.
- 14.1.5 Bidders must indicate the imported portion of the item's price in the space provided on the "Pricing Schedule and Item Questionnaire". Price adjustments will only be calculated on the imported portion of the item's price.
- 14.1.6 Upon the award of the contract or the completion of the price re-submission process in year 2 and 3 of the contract, a Rate of Exchange price adjustment will be made to commence on the 1st day of the contract or the 1st of the completion of the price re-submission process.

15. ACCEPTANCE OF MODELS WITH DEVIATIONS FROM SPECIFICATION

- 15.1 Rounding up/down engine displacement.
- 15.2 In a case where a bidder has offered a vehicle with engine displacement less or more than



the required engine displacement, the value of the offered engine displacement will be rounded up or down to determine if the offered engine displacement must be accepted or rejected in a category in question.

15.3 The following formula will be applicable to round up/down

$$X/1000=Y$$

Where:

X = is offered engine displacement

Y = is converted engine displacement rounded off to the nearest decimal

15.4 When rounding Y to the nearest decimal, if the number to be rounded is followed by 0, 1, 2, 3, or 4, the decimal will be rounded down and if the number to be rounded is followed by 5, 6, 7, 8, or 9, the decimal will be rounded up.

15.5 To determine the acceptability of engine displacement, the required engine displacement must also be divided by 1000 to be able to compare the calculation above and the actual requirement.

Table 8: Rounding up/down engine displacement Examples

Example: where 1462 Cm ³ engine displacement is offered				
#	Required engine displacement	Converted required engine displacement	Converted offered engine displacement	Accept / reject the offer
	Engine displacement must be between 1500 Cm ³ and 1800 Cm ³	1500/1000=1.5 1800/1000= 1.8	1462/1000=1.462 rounded off to the nearest decimal equals to 1.5	After conversions, the offer must be accepted as its falls within the 1.5 category
Example: where 1432 Cm ³ engine displacement is offered				
#	Required engine displacement	Converted required engine displacement	Converted offered engine displacement	Accept / reject the offer
	Engine displacement must be between 1500 Cm ³ and 1800 Cm ³	1500/1000=1.5 1800/1000= 1.8	1432/1000=1.432 rounded off to the nearest decimal equals to 1.4	After conversions, the offer must be rejected as its falls



				outside the 1.5 category
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16. SPECIFICATIONS AND DRAWINGS

- 16.1.1 Specifications and drawings of requirements are attached as part of the bid document.
- 16.1.2 Any deviation from the specifications in respect of conversions must be submitted to the end user for prior written approval.
- 16.1.3 Bidders are required to submit drawings on all conversions and trucks indicating the weight distribution on the axles of the vehicle.
- 16.1.4 Specification sheets must be completed and submitted with the bid document.

**17. SPECIAL CONDITIONS RELATED TO SPECIFIC CATEGORIES**

- 17.1 ALL TRUCKS AND BUSES – CATEGORIES RT57-00-04-40 ONWARDS, RT57/03 (ALL) AND RT57/05/50/23 ONWARDS
- 17.1.1 In the submission of pricing for all trucks and busses, the bidder is required to submit the price of the full conversion. Failure to submit the full pricing will invalidate the offer from the bidder.
- 17.1.2 The bidder is required to submit the full price of the base vehicle and the conversion for each converter as a separate item for all truck and bus submissions, there must therefore be separate pricing for each different type of conversion plus the base price for each item offered.
- 17.1.3 As an example: If the base vehicle is an Atlanta truck, and the converters are, Converter X, Converter Y and Converter Z. The bidder will be required to submit three items Atlanta truck Conversion X, Atlanta truck Conversion Y, Atlanta truck Conversion Z.
- 17.1.4 ARMORED VEHICLES – CATEGORY RT57-08
- 17.1.5 The contractor can negotiate with the End- User for phased payments in the manufacturing process. The number of phases and the work that needs to be completed on each phase shall be agreed to with the End-User prior to the order being placed.
- 17.1.6 ROAD CONSTRUCTION PLANT AND EQUIPMENT – CATEGORIES RT57/09 (ALL)
- 17.1.7 All road construction plant and equipment offered as part of this bid need to be offered at the base price. All other items or options that do not form part of the base price must be made available to the end users as optional extras in the bid
- 17.1.8 As part of their offer, the contractor must include solid tyres as an optional extra where applicable.
- 17.1.9 Bidders must also refer to Addendum A related to Construction Plant and equipment. Bidders must adhere to all requirements provided in addendum A.

18. RESUBMISSION OF PRICING

- 18.1.1 Contractors appointed on the contract will have the opportunity to re-submit new models, models not awarded in the 1st or 2nd year of the contract, and new pricing in the following year. National Treasury will indicate to the contractors on when this process will commence.



- 18.1.2 The following process will be applicable to contractors for establishing contract pricing for year two (2), three (3) and any succeeding year (i.e., in case of contract extension) of the contract:
- 18.1.3 All contractors are required to resubmit pricing regardless of whether the price changes or not for the 2nd and 3rd year of the contract.
- 18.1.4 Where a bidder did not submit pricing in year 2, no awards will be made to the supplier. The supplier will again be eligible to submit in year 3 of the contract.
- 18.1.5 A company can submit any additional brands in year 2 and year 3 of the contract that was not offered in year 1.
- 18.1.6 For the brands submitted in year 2 and year 3 of the contract, the Contractor will be required to provide an authorization letter complying to the SCC.
- 18.1.7 Where an importer or a manufacturer changes the name of a specific brand that was already awarded or accepted on the contract, the substitute brand can be submitted in year two, including the authorization letter complying to the SCC.
- 18.1.8 If an offer for a specific brand was not accepted in year one, the supplier can include the brand in their submission for year 2 and year 3.
- 18.1.9 During this process, contractors can submit available items that were not offered or awarded in the previous cycle. This will include all new models, existing models or any other items to be considered prior to the closing dates for these submissions.
- 18.1.10 Failure by a Contractor to resubmit pricing for the second and third year of the contract, whether items are currently included in the contract or not, will result in no items from that service provider being considered for the second and third year of the contract.
- 18.1.11 Contractors will still be expected to submit pricing for the second and third year of the contract even if their pricing remains the same. The pricing must be re-submitted in the prescribed format.
- 18.1.12 For the purpose of price adjustments for the second year the base date will be determined by National Treasury upon the request for the re-submission of pricing.
- 18.1.13 All items as submitted by the various contractors will be re-scored in terms of the goals and pricing, and re-ranked.



- 18.1.14 The Contractor will need to resubmit all documentation to claim the points awarded for the specific goals. Failure to submit the required supporting documentation for year 2 and 3 of the contract will result in the Contractor being scored zero (0) points for goals.
- 18.1.15 Authorisation declaration requirements provided for in paragraph 6.4.2.10 will be applicable for year 2 and 3 of the contract (resubmission of pricing). Contractors must submit new Authorisation letters where they are providing new brands that are not provided for in previous submissions (year 1 or 2) of the contract.
- 18.1.16 Where new converters are utilized, the required certification for the new converter needs to be provided.
- 18.1.17 The resubmission process will require contractors to provide updated pricing on all aspects that has a financial impact on the end users of the contract such as emission tax, delivery fees, conversions, maintenance plans, service plans, accessories and registration costs.
- 18.1.18 The Contractor is required to provide updated documentation during this process such as technical information and item questionnaire where new items or models are offered, dealership footprint where new brands are offered and revised delivery and conversion costs.
- 18.1.19 End User Information pack as part of their submissions for year 2 and 3 of the contract as prescribed by National Treasury.
- 18.1.20 The State, upon concluding the process of evaluation will issue a preliminary vehicle list for inputs, comments and/or verification by the contractors for a reasonable period as determined by the National Treasury.
- 18.1.21 Should contractors not respond to the inputs, comments and/or verification process during the prescribed period, no adjustment to the vehicle list will be made.
- 18.1.22 The state reserves the right to amend vehicle categories prior to the resubmission of vehicle pricing for year 2 and 3.
- 18.1.23 In the event that a new vehicle makes and model is supplied in year 2 and year 3 of the contract that did not form part of the bid submission in year 1, the service provider will be required to supply the technical item questionnaire / document for each of these items in their submissions for years 2 and 3.

**19. CHANGE OF THIRD-PARTY SUPPLIERS**

- 19.1.1 In the event that a service provider needs to change their third-party supplier for the same brand, make and model supplied without a change in price, whether this was submitted in the original bid or in the pricing re-submission process in year 2 or 3, an application for approval will need to be made to National Treasury.
- 19.1.2 As part of the application, the service provider will be required to submit a new letter of authorization from the new supplier. The letter of authorization will need to adhere to all the requirements of the authorization letter as set out on the SCC.
- 19.1.3 National Treasury will issue a letter and grant approval for the change in third party supplier in the event that the requirements of the authorization letter are fulfilled.
- 19.1.4 In the event that the price changed or a service provider needs to change the vehicle brand, make and model supplied, such can only be done through the re-submission of pricing process in year 2 and year 3 of the contract.

20. DELIVERY AND HANDLING CHARGES

- 20.1.1 Bidders are required to provide a comprehensive list of their dealerships per province where vehicles will be delivered, indicating the physical addresses, and contact numbers and contact persons at these dealerships.
- 20.1.2 Delivery charges from the factory to the various dealers in the main centres must be submitted as an addendum to the bid including prices for delivery of vehicles at government premises within these main centres.
- 20.1.3 The Sate reserves the right not to award an item or to withdraw the award of an item where the delivery or handling charges are excessive.

21. VEHICLE SERVICE AND MAINTENANE PLANS

- 21.1.1 Each bidder must offer at least one type of service or maintenance plan for General Purpose Vehicles (including trucks and busses), where available.
- 21.1.2 The maintenance or service plan as offered must be that of the OEM or importer of a vehicle.
- 21.1.3 Some end user departments on the contract require a comprehensive maintenance plan. Bidders are requested to provide the pricing for the various service or maintenance plans they have available. (Example: some vehicles can be procured with a 90 000km, 120 000km or 160 000km service plan or maintenance plan).



- 21.1.4 Where the service plan cost/maintenance plan cost is additional to the price for the vehicle offered, it should be indicated on the space provided on the “Pricing Schedule and Item Questionnaire”. These optional service plan costs will not be part of the evaluation process.
- 21.1.5 Where a service or maintenance plan is compulsory with the purchase of the vehicle and the bidder cannot separate the service plan or maintenance plan cost from the vehicle price offered it will be evaluated as offered.
- 21.1.6 Bidders are required to provide the value of the compulsory maintenance and/ or service plans as part of the pricing schedule, in line with the guidelines as issued by the Competition Commission. The bidder needs to provide the value of the compulsory maintenance or service plan as part of their bid submission. Bidders are required to provide the details of the service plans as an addendum to the bid document
- 21.1.7 Failure of a vehicle to be serviced or maintained in time cannot affect the validity of the maintenance or service plan as this was already paid for in the procurement of the vehicle.
- 21.1.8 End users shall not enter into or be required to enter into any alternative agreements to activate the service or maintenance plans. Any parameters or conditions related to service and maintenance plans needs to be submitted as part of the bid.
- 21.1.9 The service or maintenance plan needs to be activated on the date of the delivery of the vehicle with proof or confirmation provided to the end user department of the specified plan and the confirmation of the period/km for which it will be valid.
- 21.1.10 And OEM confirmation of the activation of the Maintenance or Service plan must be submitted as part of the delivery note of the vehicle.
- 21.1.11 The Sate reserves the right not to award an item or to withdraw the award of an item where the cost of the maintenance or service plans are excessive.

22. WARRANTEES/GUARANTEES

- 22.1.1 All vehicles supplied in terms of this contract are required to have a warrantee/guarantee which is to be effective on the date that the end-user takes possession of the vehicle.
- 22.1.2 The warrantee/guarantee must be valid in accordance with the manufacturing standards of the vehicle as stated by the vehicle manufacturer. Full details of the vehicle warranties/guaranties must be provided electronically as part of the bid submission.
- 22.1.3 The service provider guarantees that the items supplied under the contract are new and unused.



- 22.1.4 It is expected that all warrantees will remain intact if a vehicle is serviced 1500km prior to and 1500km after the vehicle was due for a service. For equipment it will be 50 hours before and 50 hours after the service was due.
- 22.1.5 The insurance of items against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery will be the responsibility of the service provider. Any damaged parts of the vehicle as a result of manufacture or acquisition, transportation, storage and delivery must be replaced with new and unused parts.
- 22.1.6 The end user must be informed if the ordered vehicle is damaged while in transit. The end user retains the right to take delivery or refuse to take delivery of the vehicle once it was damaged.
- 22.1.7 The State will not take possession of any vehicle exceeding 100km on the odometer of the vehicle at the time of delivery, unless such a vehicle needed to be moved for conversion or the fitment of accessories.
- 22.1.8 The successful bidder will be required to provide the purchasing department with documentation or certification confirming the warrantee, service plan and maintenance plan. Where such documentation is provided and not in line with the Special Conditions of the RT57 contract, the conditions as stipulated in the Special Conditions of RT57 will prevail.
- 22.1.9 Where the vehicle needs to be repaired under warrantee, the Contractor shall make the required arrangements with the end user.
- 22.1.10 The following process will be followed for instituting a warrantee claim:
- 22.1.11 The Department will notify the Contractor of the damage or malfunction of the vehicle.
- 22.1.12 The Contractor shall request the end user to present the vehicle at their dealership, converter or an agreed venue for the claim to be substantiated or refuted.
- 22.1.13 Where the Contractor confirmed the validity of the warrantee claim and did not resolve it within a period of 90 days, the End User will repair the vehicle at its own costs and institute a claim against the Contractor for the cost incurred.

23. MANUALS

- 23.1.1 Vehicle manufacturers must provide an owner's manual and service schedule as a standard at no additional cost with all vehicles.
- 23.1.2 Vehicle manufacturers must provide, upon request, and at a cost quoted by the manufacturers at the time of the request, copies of:



- 23.1.3 The appropriate workshop manual, with all subsequent issues of amendments, service bulletins, etc.
- 23.1.4 The relevant spare parts price list with all subsequent amendments.
- 23.1.5 The relevant lubrication chart in respect of each model offered.
- 23.1.6 A schedule containing full details of the normal PDI/PDS per model.
- 23.1.7 These documents are to be supplied in English, and should be available in electronic and/or printed media.

24. COLOUR CHOICES

- 24.1.1 Purchasers of Subsidised and General-Purpose Vehicles must choose their vehicle colour from the standard range of paint colours offered by the manufacturer. The manufacturer is obliged to supply the colour of choice, provided that the colour is one from the standard range of paint colours as offered by the manufacturer for that item.
- 24.1.2 Once the order has been placed with the service providers, colour choice is not subject to change by the end-user, or service provider.
- 24.1.3 Subsidised Vehicle purchasers, who choose colours that fall outside of the standard range of colours, and that has additional cost implications, will bear such cost differences.

25. TECHNICAL ASSISTANCE

- 25.1.1 End users to the contract may require clarity or technical assistance in terms of whether a certain item is covered by the warrantee or not. Each bidder must submit the contact details of dedicated individuals to assist the end user in resolving such matters as an addendum to the bid document.
- 25.1.2 The bidder must supply information on the process as to avail a technically qualified individual within 5 days to assist in resolving any disputes related to the vehicle, the fitment of any accessories or conversion thereof during the contract period.
- 25.1.3 The bidder will be required to submit the call centre number to be used by any end users for any technical queries
- 25.1.4 All service providers will be required to provide an escalation process, in the event that the call centre and the dedicated individual fail to resolve any technical query within the required time frame.
- 25.1.5 The service provider must make the relevant technical expertise available in the event that there is a dispute between the end user and the dealership or the converter.

**26. SPARE PARTS**

- 26.1.1 Bidders must take note that should they be successful, they will be compelled to have vehicle components and genuine spare parts locally available for a period as determined by industry standards.

27. DEALERSHIPS

- 27.1.1 Bidders must be able to assist in the management of the relationship between the dealership and the end user departments. This may include the registration on the supplier database of the end user department, the system of the RT46 service provider, registration on the Central Supplier Database from National Treasury as well as the registration of the end user department as a client on the database of the dealership.
- 27.1.2 A government order number will be issued for services and repairs, where the RT46 Fleet Management contract is not used. Government will not complete or supply any credit facility forms.

28. STANDARD MINIMUM REQUIREMENTS

- 28.1.1 Vehicle tools required to be supplied with the vehicle shall consists of at least a suitable jack, handle, wheel nut spanner and emergency warning signs (triangle).
- 28.1.2 Where a vehicle is converted, a spare wheel must be supplied with the vehicle as required by the End User. This will include a provision to permanently mount the spare wheel on the vehicle if provision therefore is not made in the design of the vehicle.
- 28.1.3 All vehicles must be supplied with front and rear backing plates for the fitment of number plates.
- 28.1.4 All vehicles that require Road Worthy Certificates should be supplied with mass plates affixed to the vehicle.
- 28.1.5 All vehicles that require Road Worthy Certificates should be supplied with all accessories, fitment and signage as required (e.g. fire extinguisher, seating capacity, speed limitation sign and conspicuity tape)
- 28.1.6 All items in Category RT57-03 must be supplied with a Load Test Certificate where applicable.
- 28.1.7 Where required for specific equipment, the SAAMA documents need to be provided
- 28.1.8 The following categories of vehicles / equipment must be supplied with the following as standard as provided below:



28.1.9 Hybrid and Electrical vehicles (RT57-00) Sedan and Hatch vehicles (RT57-01), Light Commercial Vehicles (RT57-02), Multi-Purpose and Sport Utility vehicles (RT57-04), Panel Vans (RT57-06) Armoured Vehicles (RT57-08), Buses (RT57-05) – up to RT57- 05-50-23) must be supplied with the following as standard:

- a) Air-conditioning
- b) Radio
- c) Airbags (minimum: Driver and passenger airbags)
- d) Heavy Motor Vehicles (RT57-03), Buses (RT57-00-04 upwards) (RT57-05) (From RT57-05-50 upwards) must be supplied with the following as standard:
 - e) Radio
 - f) Air-conditioning

29. REQUIRED OPTIONAL EXTRAS AND FITMENTS

- 29.1.1 Bidders must supply a list of accessories, per vehicle model, with more than one option per accessory where possible.
- 29.1.2 All LDV vehicles and Panel van's must be offered with the option to upgrade or modify the vehicle suspension in the event that the vehicle needs to be converted.
- 29.1.3 Allowances must be made on the load body sizes of trucks for additional fitments to the trucks such as cranes etc. to ensure that the fitment of the accessories and the load body of the truck is compatible with the chassis of the truck.
- 29.1.4 A canvas or tourneau cover should be included as an optional extra on all trucks offered on the contract.
- 29.1.5 Attachment points on all drop side trucks are compulsory as specified by the end user.
- 29.1.6 Bidders may offer optional extras, e.g. air conditioners, alarms, immobilisers, fire extinguishers, additional fitments and accessories, on the relevant response field on the "Pricing Schedule and Item Questionnaire" provided per item. These optional extras will be offered for both Subsidised and General-Purpose Vehicle purchasers and will be subject to approval by the responsible department or for the cost of the official purchasing a Subsidized Vehicle.



- 29.1.7 In the event that an optional extra is not offered or available on the contract the end user will have the option to procure such and optional extra by obtaining a quotation from the service provider in line with the requirements and application of the vehicle. This can include accessories such as dog cages, partitioning, prisoner conversions wheel chair lifts, wheel chair docking station, cranes, platform lifts or any other requirements to ensure that the vehicle is functional or fit for purpose.
- 29.1.8 The bidder, as part of their bid submission will be required to provide a list of all accessories available electronically in the prescribed format.
- 29.1.9 All bidders must at least supply pricing for the following accessories, where applicable:
- a) 100 microns smash and grab
 - b) Tow bar
 - c) Rubberizing
 - d) Fire extinguisher
 - e) LDV Cab protector
 - f) Canopy
 - g) Bluetooth functionality
 - h) Tourneau covers
 - i) Lock nuts
 - j) Nudge bars, roll bars, running boards
 - k) Carpets/rubber mats
 - l) Spare wheel lock
 - m) Roof railings
 - n) Park distance / Rear view camera
 - o) Charging station(s) for all electrical vehicles (RT57-00)
 - p) Emergency lights
- 29.1.10 All emergency lights, items and or accessories must be made available as optional extras.
- 29.1.11 The bidder must include a list of all approved fitment centres capable of fitting the lights, sirens and accessories as submitted.



29.1.12 In the event that any items offered under categories RT57-03 (Heavy Motor Vehicles) and RT57-09 (Construction Plant, Equipment and Agricultural Tractors) comes standard with an on-board monitoring system that may include a tracking device, departments are allowed to make the required monthly payments for such an item.

29.1.13 For Yellow Fleet: Grease gun and suitable accessories (hoses, couplings, etc.); Air pressure gauge and suitable accessories (hoses, couplings, etc.)

30. VEHICLE CONVERSIONS

30.1.1 Conversions remains the responsibility of the RT57 Contractor.

30.1.2 Each service provider under contract RT57 that have submitted offers under items that requires conversions, will be required to have a number of converters throughout the country.

30.1.3 Bidders must ensure that there is an adequate number of approved converters in all the provinces where work will be undertaken. A list of all approved converters and the type of conversions they are approved for, needs to be submitted as part of the bid document.

30.1.4 In the event that the requirement for a specific item requires a fully converted vehicle to be offered and the bidder indicated that the vehicle does include the conversion, but is found not be included at the time of the vehicle order being placed or the vehicle being delivered, the order will be cancelled and the vehicle returned to the service provider. In addition, the vehicle will be removed from the list of vehicles awarded.

30.1.5 The State requires that all converters be approved by the manufacturer (OEM). The Contractor will need to ensure that the relevant NATIS Certificate of registration and relevant MIB number is submitted for each converter.

30.1.6 In the event of armoured vehicles, the converter or the bidder should be registered in terms of the National Conventional Arms Control Act 41 of 2002, and have a valid certificate issued by the NCACC (National Conventional Arms Control Committee) in terms of Section 13.

30.1.7 In terms of armoured vehicles conversions, the end-user will provide the specifications at the time of requesting a quotation for the conversion. Due to security reasons the specification for armoured vehicles will be provided to the service provider during the ordering process.

30.1.8 For all trucks and busses, Category RT57-03 (ALL), RT57-00-04-40 onwards and RT57-05-50-23 onwards the supplier will be required to provide more than one item per category. In the name of each item, the model of the vehicle and the name of the converter needs to be



included. The price needs to include both the base price of the vehicle as well as the cost for the conversion in one price. The total price will be used during the evaluation process. In the event that the suppliers make use of more than one converter, each conversion must be offered as a separate item, irrespective of the price being the same. Failure to do so, will disqualify the item offered.

- 30.1.9 End-user departments can make a formal request to a manufacturer to increase the number of approved converters within a specific geographical area, should it be required due to the volumes of vehicles that needs to be converted in order to reduce delays.
- 30.1.10 Conversions to, amongst others, ambulances, rescue vehicles, disaster busses, incident command vehicles, forensic pathology, mobile clinics and planned patient transport vehicles, must adhere to the national conversions technical specifications as supplied as part of bid.
- 30.1.11 The OEM needs to have process in place to ensure that all conversions are in line with the required specifications.
- 30.1.12 An end user department can refuse to take delivery of a vehicle should the conversion not be according to the specification. In such a case the end user will write to the OEM Contractor to inform them of the reasons that delivery is not taken.
- 30.1.13 All documentation that forms part of the complete vehicle delivery will need to be provided by the OEM/converter within 7 days or as otherwise agreed to with the end user department.
- 30.1.14 The end user department shall not be responsible to take the vehicle to obtain a COF should the original COF expire during the delivery process of the vehicle.
- 30.1.15 The RT57 Service provider will need to ensure that the converter have the required item specific homologation certificate (E91) prior to the vehicle being sent for conversion.
- 30.1.16 A conversion will only be deemed to be a complete product (vehicle) once the vehicle is released on NATIS and the following valid and original documentation has been supplied to the end-user department:
 - 30.1.17 Body builders' certificate (MIB Certificate)
 - 30.1.18 Weigh bridge certificate, Mass Measuring Certificate (MMC)
 - 30.1.19 Builders Certificate of Compliance from Body Builder in accordance with the National Road Traffic Act, no 93 of 1996 as amended.
 - 30.1.20 Registration Certificate (RC1) or first registration document.



- 30.1.21 NRCS (SABS) National Regulator for compulsory Specifications print out (E91) NRW certificate of Roadworthiness.
- 30.1.22 Quality control certificate/Quality control report. In the event of a conversion, the service provider will ensure that the number of passengers are corrected on the NATIS system as well as the vehicle description and colour.
- 30.1.23 Where the Contractor cannot supply the required documentation to allow the end user to register the vehicle within a period of 30 days, the contractor will be required to collect the vehicle from the end user at no cost to the end user.
- 30.1.24 As an option, a service provider on contract RT57 will register the vehicle on behalf of the end user department. The service provider will add this onto their bid as an optional extra on all vehicles to be delivered. The service provider will still be required to provide all the documentation as set in this bid, irrespective of whether the department or the service provider registers the vehicle.
- 30.1.25 In the event that an end user department requires the registration of a vehicle that was converted and where such registration requires the registration under a specific category, (a fuel tanker being registered for carrying dangerous goods), the service provider shall ensure that the registration is done in the correct category.
- 30.1.26 Bidders must indicate the delivery period for the base vehicle as well as the additional delivery period applicable in respect of the conversions. The indicated delivery periods may not be exceeded.
- 30.1.27 Converters as appointed by the service provider will have a maximum of 12 weeks to deliver a prototype on any new conversion.
- 30.1.28 All paperwork supplied to the State upon delivery of the vehicle, will need to correspond to the actual vehicle.
- 30.1.29 The bidder must as part of the bid response, provide the capacity and the delivery rate from the converter to timeously convert vehicles.
- 30.1.30 Conversions, whether local or fully imported must carry a conversion warrantee. The warrantee needs to cover all accessories, design, structure, material and workmanship on material defects and should not be less than the vehicle warrantee period. Any warrantee repairs must be done in the province where the vehicle is deployed. If any repairs are to be done outside of the borders of the province, the RT57 supplier will carry the cost for the movement of the vehicle.



- 30.1.31 Conversion repairs are to be done by the dealership in conjunction with the RT57 vehicle supplier to ensure that the vehicle is repaired at the appropriate supplier, such as the converter or other technical supplier.
- 30.1.32 All vehicles that requires road worthy certificates must be delivered with the road worthy documents, irrespective of being converted or not as well as all requirements for the vehicles in terms of the Road Traffic Act, such as conspicuity tape, speed limit sticker, fire extinguisher, seating capacity indicators, emergency exit signs.
- 30.1.33 Failure to deliver a converted vehicle or a vehicle as specified in the Road Traffic Act with the specified documentation will be deemed an incomplete product and will only be paid for by the end user department once the correct documentation is received. This will include:
- a) A goods vehicle, the gross vehicle mass of which exceeds 3500kg
 - b) A breakdown vehicle
 - c) A bus
 - d) A mini bus where, the gross vehicle mass of which exceeds 3500kg or which is designed or
 - e) adapted for the conveyance of 12 or more passengers, including the driver.
 - f) A mini bus used for the conveyance of persons for reward
 - g) New and additional converters
- 30.1.34 Service providers on the contract will be allowed to add new or additional converters or body builders to be utilized under the contract for the awarded items. For a new converter to be added, the service provider will have to notify National Treasury. This notification will need to include the name of the converter, location, types of conversions to be done, the cost per specification and their B-BBEE credentials. This will however only be applicable for items where the evaluated price did not include the cost of conversion and will therefore exclude all trucks and busses.
- 30.1.35 MIB Certificate to be provided as per the table.

**31. MODEL CHANGES**

- 31.1.1 Any known model changes/enhancements may be stipulated by bidders in the bid responses and accommodated in the item's price stipulated upfront in the "Pricing Schedule and Item Questionnaire". Thus, price changes due to model changes/enhancements will not be accepted post the award of the contract except during process of the revision of prices for the second and third year of the contract.
- 31.1.2 Should a vehicle model or shape change (or facelift) the new model should either be offered under the same price as the previous model or as a separate item at the time of bid submission or resubmission of pricing process.
- 31.1.3 When offering it as a separate item, the bidder must indicate the date at which the model change will become effective as well as the date when the old model will no longer be available. This information must be provided for in the "MODEL" column in the pricing schedule.
- 31.1.4 Model changes/enhancements that are offered to the State at no additional cost must remain within the same vehicle category as the original item offered.

32. VEHICLE REGISTRATION AND LICENCING

- 32.1.1 The service provider must provide the end user with the option to order and pay for the vehicle registration, licensing and registration plates as part of the vehicle order. The pricing quoted on the tender needs to be in line with the market price.
- 32.1.2 This price will be quoted at the time of the vehicle order being placed. The State will not pay VAT on all items exempted from VAT e.g. vehicle registration and licensing.
- 32.1.3 The service provider must supply the proof of payment for the vehicle registration plates with the delivery note of the vehicle.
- 32.1.4 The State reserves the right to withdraw the award of an item where the cost of the registration and licensing are excessive.

33. MOBILE SERVICE UNITS

- 33.1.1 Vehicles that operate within areas that are not covered by dealerships may require services and minor repairs to the vehicles to be done by a mobile unit. Bidders must provide a list of services and repairs that can be rendered by these mobile units and the processes involved to arrange for the call out of the mobile unit.



- 33.1.2 Where applicable, the bidder must provide a schedule reflecting a fixed cost as well as the applicable travel cost for the call out fee per vehicle category.

34. DELIVERY AND QUANTITIES

- 34.1.1 Delivery periods and delivery rates
- 34.1.2 Firm Delivery periods (in calendar days) and Delivery Rates must be quoted for the duration of the contract period. Service providers are required to submit the shortest possible delivery period (in calendar days). The Delivery Periods and Delivery Rates must be indicated in the space provided on the "Pricing Schedule and Item Questionnaire".
- 34.1.3 In the event that a vehicle is converted, the bidders must also indicate the additional delivery period applicable in respect of the conversions. The indicated delivery periods may not be exceeded.

35. QUANTITIES

- 35.1.1 No guarantee is given or implied as to the actual quantity which will be procured during the contract period.

36. DELIVERY ADHERENCE, ORDERS AND PAYMENTS

36.1 Placements of Orders and Payments

- 36.1.1 Placements of Orders and Payments
- 36.1.2 Service providers should note that each individual participating organ of state is responsible for generating the orders as well as the payments thereof
- 36.1.3 Service providers should note that the orders will be placed as and when required during the contract period and delivery points will be specified by the relevant participating organ of state.
- 36.1.4 The point of delivery will be as per the address specified by the participating organ of state or for collection at the identified dealership.
- 36.1.5 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the service provider deviate from the orders issued by the participating department/institution.
- 36.1.6 The State is under no obligation to accept any quantity which is in excess of the ordered quantity.



- 36.1.7 The service provider needs to ensure that it has sufficient processes in place to ensure verification of vehicle orders prior to delivery.
- 36.1.8 Service providers are requested to ensure that the request for quotation is legitimate to circumvent fraudulent orders.
- 36.1.9 When providing quotations to participating organs of state, service providers must ensure that base price as it appears on the contract circular / price list is shown on the quotation and provide other pricing such as delivery cost and extras separately.

37. ORDERING PROCEDURE FOR MEMBERS OF THE EXECUTIVE

- 37.1.1 All municipalities will need to adhere to Regulation 6 of the Municipal Cost Containment Regulations 2019 or as amended for the procurement of vehicles for Political Office Bearers.
- 37.1.2 All National and Provincial departments must adhere to National Treasury Instruction No 6 of 2019/2020 or as amended for the procurement of vehicles for the Members of the Executive.

38. ORDERING PROCEDURE FOR GENERAL PURPOSE VEHICLES

- 38.1.1 Prior to placing a formal order with a service provider, the participating department/institution will submit a pre-order letter / email to the first ranked service provider stipulating the details of the intended order.
- 38.1.2 The service provider will be allowed a maximum of three (3) working days to formally respond to the pre-order letter / email , indicating how the requirements of the order will be fulfilled. The service provider must indicate whether the order will be fulfilled in full, partially fulfilled or completely declined and the whether the delivery will be within the time period as indicated on the contract or when the delivery will be completed.
- 38.1.3 In the event that the participating department/institution do not receive the written response on the pre-order letter / email within three (3) working days, the End User will be allowed to engage with the next highest ranked service provider.
- 38.1.4 Should the service provider respond with a partial acceptance or decline the request, the next highest ranked service provider on the list for that specific vehicle category must be contacted to supply the balance or full requirement.
- 38.1.5 The End User retains the right to not to accept a quotation where the supplier can only guarantee a partial delivery.
- 38.1.6 The end user will repeat this process until confirmation of the required vehicles are received.



- 38.1.7 The End User will confirm in writing the intention to order, upon which the Contractor will generate a formal quotation.
- 38.1.8 The Contractor will need to ensure that all pricing reflected on the quotation are in line with the pricing requirements of the RT57 SCC.
- 38.1.9 The purchasing institution will place a formal order after receiving the quotation or indicate that the quotation is not accepted.
- 38.1.10 The Contractor will need to confirm in writing receipt of the order and confirm the delivery time periods.
- 38.1.11 Where the contractor confirmed the order and the time period in which the order will be fulfilled, the Contractor will need to inform the End User as soon as possible where the order cannot be fulfilled or not fulfilled within the required time frame. The End User will have the option to cancel the order where the order cannot be fulfilled within the indicated time period.
- 38.1.12 In the event that a supplier confirmed delivery on the full order as placed by the end user but only delivers partially, the end user retains the right to cancel the units outstanding at the time of delivery as per the initial confirmation of the order or where the new delivery time is not acceptable.
- 38.1.13 The Contractor will have to notify National Treasury, National Department of Transport and the end users on the contract in the event that certain makes and models are no longer available or when there is a shortage of specific parts in stock and the anticipated time frames for it to become available.
- 38.1.14 The State reserves the right to order a lower ranked vehicle under following circumstances, once sufficient motivation is provided and captured during the approvals required in the procurement process:
- a) To purchase appropriate and most cost-effective vehicle for the application. The participating organ of state may purchase the lower ranked vehicle meeting the minimum application requirements of the end user department.
 - b) Service provider does not have representation (dealership) within a specific geographical area where the vehicle will be in operation or based or have a storage facility in such areas.
 - c) To procure a vehicle identified as High-Performance Output (HPO) where high performance is required in the application of such vehicle.



- d) Purchase appropriate vehicles with required extras / accessories where these extras/accessories cannot be fitted to the highest ranked vehicle.
- e) To purchase appropriate and most environmentally friendly vehicle with consideration to CO² emissions.
- f) To procure from a lower ranked supplier that are making use of a local converter that is closer to the proximity of the end user.
- g) To procure from a lower ranked supplier, where specific functional optional extras are not offered by the higher ranked supplier.
- h) The base vehicle price plus additional accessories as required by the participating organ of state exceed that of the lower ranked vehicle that has all the accessories fitted as standard. The participating organ of state may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- i) A service provider does not have representation (dealership) within a specific geographical area where the vehicle will be in operation/based. The participating organ of state may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- j) Where a dealership within a specific area fails to register on the database of the participating organ of state or on that of the RT46 service provider.
- k) A participating organ of state requires to purchase a bus that is built on a bus chassis instead of a truck chassis or vice versa.
- l) If the higher ranked vehicle (lower on price) is not suitable for the required application of the vehicle, such as a two-door vehicle, where a four door is required or a low roof vehicle, where a high roof is required, a single cab where a double cab or extended cab is required. The participating organ of state may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- m) A vehicle awarded with a higher ranking will not be available for the full contract period. The participating organ of state or an End User department may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- n) Purchase the most appropriate and most cost-effective vehicle for the purpose. This includes vehicles for specialized operations (covert and non-covert).



- o) To procure any VIP vehicle outside of the contract through a dealership, should the vehicle not be delivered within the time frames submitted as part of this bid.
- p) Converter within a specific geographical area.
- q) A specific type of vehicle can be purchased for the use in a designated convoy for protection purposes, where protection services needs to be provided.
- r) A participating organ of state may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.

38.1.15 A participating organ of state may purchase, in line with the relevant prescripts, any lower ranked vehicle available on the contract for the following categories:

- i. Political Office Bearers,
- ii. Judges as defined in the Judges Handbook,
- iii. Traditional leaders
- iv. Any other Executives, in line with the prescribed prescripts applicable.
- v. For the use by Political Office Bearers, Judges or Traditional leaders as a vehicle in a pool.

39. ORDERING PROCEDURE FOR SUBSIDISED VEHICLES

- 39.1.1 Purchasers of Subsidised Vehicles are not required to follow the General-Purpose Vehicle ordering procedure described above.
- 39.1.2 Subsidised Vehicle purchasers will be required to follow internal departmental procedures to obtain approval for the purchase of subsidised vehicles.
- 39.1.3 Upon approval for purchase, subsidised users will be restricted to those items allocated as Subsidised Vehicles. The actual vehicle order will be placed by the finance service provider appointed in terms of Contract RT68.
- 39.1.4 In order to reduce the re-allocation of subsidized vehicles, service providers are required to verify the delivery of the vehicle to the identified official with the RT68 service provider, prior to dispatching the vehicle to the nominated dealership.
- 39.1.5 The appointed RT57 service provider in conjunction with the finance service provider appointed in terms of contract RT68 may be required to reallocate subsidised vehicles in cases where officials cannot take delivery of vehicles due to death, resignations and change in the credit profile of the official.

**40. PENALTIES**

- 40.1.1 A participating organ of state will have the option to levy a penalty on an OEM if the OEM notifies the end user departments that the ordered vehicle cannot be delivered at any date later than the initial delivery period. The penalty will be calculated from the date of the order being placed to the date that the OEM notifies the participating organ of state that the vehicle cannot be delivered, in line with the General Conditions of Contract.
- 40.1.2 Prior to any penalty being levied by a participating organ of state, the participating organ of state will need to satisfy themselves that the service provider did not exceed the maximum number of units to be delivered on the contract or the delivery rate of units per month.

41. DELIVERY

- 41.1.1 All vehicles delivered under contract RT57 needs to be fully compliant with all Road Traffic Management legislation.
- 41.1.2 Delivery can only commence upon receipt of an original signed order form the relevant participating department/institution.
- 41.1.3 For subsidised vehicles, the service provider must confirm availability and delivery date of vehicles to the participating department- /- institution or the RT68 finance contract service provider.
- 41.1.4 Delivery of vehicles must be made in accordance with the instructions appearing on the official order forms issued by participating departments- /-institutions.
- 41.1.5 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
- 41.1.6 Deliveries not complying with the order forms will be returned to the service provider at the service provider's expense.
- 41.1.7 Vehicles ordered must be collected within 10 working days from date of notification by the dealership.
- 41.1.8 Late deliveries must be reported to National Treasury: Transversal Contracting.

42. DELIVERY OF SUBSTANDARD PRODUCTS AND SUSPENSION OF CONTRACTORS

- 42.1.1 The following process will be applicable where the vehicle is defective, unsafe, not of good quality or not fit for purpose or does not meet the standards required by law (e.g. has major mechanical defects, safety issue:



- 42.1.2 The End User shall notify National Treasury of the failure and provide all supporting documentation substantiating the claim.
- 42.1.3 The Supplier will be afforded the opportunity to remedy the situation within in a period of 30 days, including the demand of a repair, a replacement or for a full refund as per the provisions of the Consumer Protection Act.
- 42.1.4 Failure by the supplier to remedy the situation will result in the item being removed from the contract and the supplier being suspended from the Contract.
- 42.1.5 Items awarded will be suspended where:
- 42.1.6 It is found that the item does not meet the technical requirements for that specific category.
- 42.1.7 Base vehicle offered instead of the fully converted vehicle where the fully converted vehicle was required.
- 42.1.8 The following process will be applicable where the suppliers constantly not deliver within the agreed time frames or fail to deliver:
- 42.1.9 The End User or the Contractor on Contract RT68 for the Financing of Subsidized Vehicles will notify National Treasury on the non- delivery or constant late delivery of vehicles.
- 42.1.10 Where complaints from numerous End Users are received by National Treasury for a specific supplier, National Treasury will write to the supplier requesting them to provide reasons for the non-delivery or late delivery of vehicles.
- 42.1.11 Apart from any other remedies, such as the termination of the contract with the supplier, National Treasury can suspend the supplier for a period of three months.
- 42.1.12 In the event of the supplier being suspended, National Treasury will publish the notice of suspension for the supplier.
- 42.1.13 In the event that the supplier is suspended, they will need to continue to deliver the vehicles already ordered but will not be able to process or accept any new orders.
- 42.1.14 Accepting any orders at the time of suspension, will be deemed as breach of contract.
- 42.1.15 Where a supplier has been suspended for a third time through the contract period, it will automatically be deemed as breach of contract.
- 42.1.16 The same suspension process will be followed where the suppliers charges excessive amounts, delivery / handling fees, maintenance and service plans and the vehicle registration and licencing fees.

**43. PAYMENTS**

- 43.1.1 All invoices should be delivered/posted to reach the participating department/institution that placed the order timely. The invoice process will only be deemed complete once the following documents are received:
- 43.1.2 Tax invoice, complete with all particulars such as order number with only one vehicle reflected per invoice.
- 43.1.3 Proof of delivery with only one vehicle reflected per delivery note.
- 43.1.4 All other documents required to legally register a vehicle.
- 43.1.5 The participating department/institution shall make payments to the service provider within thirty (30) days from date of the completion of the invoice process as set out above.
- 43.1.6 In the event that there are any discrepancies in the invoice or related documents, the thirty days will only commence upon the discrepancies being resolved. Any delays in outstanding payments due to unresolved discrepancies in documentation must not delay the delivery or acceptance of any other orders.
- 43.1.7 The end user department can withhold payment where the supporting documentation does not correspond to the invoice provided or the vehicle delivered.
- 43.1.8 The invoice must be compiled in a manner that is in line with the specific line item (RT57 item number), M&M Code, and base price as per the contract that will allow the organ of state to reconcile the relevant items on the invoice to that offered in the contract
- 43.1.9 All warrantee, service plan and maintenance plans needs to be included on the invoice.
- 43.1.10 The invoice price to be paid by an organ of state shall be the price of the vehicle that is applicable at the time of delivery, unless such a time exceeds the delivery period as specified by the service provider, then the price at the time of the specified delivery period will be applicable.
- 43.1.11 In the event that there is a contract price adjustment, the invoice price will be determined by either the date on the invoice or the date of the POD, whichever is earliest.
- 43.1.12 Where the vehicle is delivered at a date later than the expiry date of the contract and/or not included in year 2 or 3 of the contract, the last available contract price will be applicable. The last available contract price shall be applied for the delivery period not exceeding a maximum of 120 days. Should the maximum period of 120 days be exceeded, the end user shall negotiate the vehicle price with the supplier.



- 43.1.13 An organ of state may agree with a service provider on a delivery date other than that specified in the bid due to the availability of the vehicle. In such a case, the price at the agreed time of delivery will be applicable.
- 43.1.14 End-users are not permitted to avoid acceptance of vehicle deliveries in order to delay payment. Service providers must report late payments to National Treasury: Transversal Contracting.
- 43.1.15 For Subsidised vehicles, the finance service provider, appointed in terms of Contract RT68: Financing of Subsidized Vehicles, shall make payment to the supplier within thirty (30) days upon the conclusion of the invoice process as set out 43.1.1 above.

44. ESCALATION AND TERMINATION OF SERVICES

- 44.1.1 Where an invoice was not paid by the End User Department, the following process will apply:
- 44.1.2 The Contractor must issue a letter to the relevant end user, for the attention of the Accounting Officer and Chief Financial Officer of the end user and copy National Treasury and the National Department of Transport, where payment was not received within 30 days after the completion of the invoice process.
- 44.1.3 The End User will have 30 days to rectify the non-payment of the supplier or to provide reasons and/ or any mitigating circumstances that prevented the payment of the supplier within 30 days.
- 44.1.4 Prior to suspending an end user department, National Treasury shall communicate with the CFO and the Head of the Department indicating National Treasury's intension to suspend the end user from participating in the RT57 contract.
- 44.1.5 Failure by the end user department to respond to the intention from National Treasury to suspend the end user or not providing sufficient reasons for the delays, will result in the End User being suspended from the RT57 contract.

45. TRAINING

- 45.1.1 Hand-over training or vehicle orientation is required when vehicles are delivered, especially for all specialized vehicles, 4x4 vehicles and heavy-duty vehicles and will include the training of individuals to operate a specific vehicle and all accessories thereto safely, economically and effectively. Hand-over training will have to be provided for a minimum of two officials as identified by the participating organ of state at the time of delivery of the vehicle at no additional cost to the State.



- 45.1.2 The service provider can make available pre- arranged group sessions for the introduction of new vehicle models.
- 45.1.3 Any service provider on the contract will need to train up any individual that is identified by the participating organ of state as a trainer or driver instructor on the operation of any vehicle supplied on the contract at no additional cost to the State.

46. LOCAL PRODUCTION AND CONTENT – BUSSES ONLY

- 46.1.1 Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act. no 5 of 2000 provides for the designation of sectors in line with national development and industrial policies for local production.
- 46.1.2 To give effect to the above requirement the Bus bodies has been designated for local production and content with a threshold of between 70% - 80%. Only locally produced or locally manufactured Buses/Bus bodies with a local content of between 70% - 80% from local raw material or input will therefore be considered.
- 46.1.3 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content. The technical specification and the Guidance on the calculation of local content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all bidders on the DTI's website http://www.dti.gov.za/industrial_development/ip.jsp at no cost.
- 46.1.4 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula:
- $$LC = (1 - X/Y) * 100$$
- Where
- X is the imported content in Rand
- Y is the bid price in Rand excluding value added tax (VAT)
- 46.1.5 Prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.
- 46.1.6 The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, signed and



submitted with the bidding documents at the closing date and time of the bid. The rates of exchange used by the bidder in paragraph 3.1 of form SBD 6.2- Declaration Certificate will be verified for accuracy.

- 46.1.7 Affected items (Bus bodies) may be disqualified if the above-mentioned Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation, and the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.
- 46.1.8 A contract awarded in relation to a designated sector, may not be sub-contracted in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 46.1.9 All pricing should be in accordance with the item description / specifications. In the event that a bidder does not tender for the full product, the item will not be considered for award.
- 46.1.10 The following items will be affected by the local content requirements:

Table 9:Local content requirements

	Item Number	Item Description
1.	RT57-00-04-40 to RT57-00-05-93	All electrical busses (20 Items)
2.	RT57-05-50-35	Bus, 32 - 35 seater, Fitted with a diesel engine, developing not less than 500Nm of Torque. (as per specification)
3.	RT57-05-50-36	Luxury Bus, 32 - 35 seater, Fitted with a diesel engine, developing not less than 400Nm of Torque. (as per specification)
4.	RT57-05-50-50	Bus, 48 - 50 seater, Fitted with a diesel engine, developing not less than 650Nm of Torque. (as per specification)
5.	RT57-05-50-51	Luxury Bus, 45 - 50 seater, Fitted with a diesel engine, developing not less than 650Nm of Torque, (as per specification).
6.	RT57-05-50-60	Bus, 60 seater, Fitted with a diesel engine, developing not less than 650Nm of Torque. (as per specification)



7.	RT57-05-50-61	Luxury Bus, 60 seater, Fitted with a REAR MOUNTED diesel engine, developing not less than 650Nm of Torque. Fitted with an Air-Suspension, (as per specification).
8.	RT57-05-50-62	Bus, 61 - 65 seater, Fitted with a diesel engine, developing not less than 650Nm of Torque. (as per specification)

46.2 The above requirements or as amended by the Department of Trade, Industry and Competition will be applicable for the pricing resubmission processes in year 2 and 3.

47. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

47.1 All documents and information produced by the service provider, including its employees and agents, in the fulfilment of the terms of this contract shall be and remain the sole property of the State. Any and all copyrights and ownership of documents shall vest with the State.

47.2 The service provider including its employees and agents, shall, on oral or written request from the State, submit any documentation and materials to the State within 24 hours of such request.

48. OWNERSHIP OF DATA

48.1 The State is, and remains, the sole owner of all data generated by the execution of this contract. The Contractor shall provide the data to the State or a third party only upon written request in paper and/or electronic format, upon approval from The National Department of Transport or the Provincial Transport Departments where applicable.

48.2 All data generated through the execution of the contract remains the property of the State. The Contractor must make all data available to the state upon conclusion of the contract. Such data should be made available in the prescribed format and if requested to do so, transfer all data to an independent or any other third party as nominated by the State.

49. SECURITY AND CONFIDENTIALITY OF DATA

49.1 The Contractor undertakes to disclose information related to or generated through this contract only to the parties stipulated in the contract, both during the contract period and subsequently. Information may only be disclosed to outside sources with the prior, written approval from the National Department of Transport or the Provincial Transport Departments where applicable.

49.2 The Contractor shall ensure that all information made available online to end users of the



contract are secured by the use of usernames and passwords and will allow individuals to reset the passwords in a way that is user friendly.

49.3 To protect the database relating to State's fleet contract, the Contractor shall have in place, and shall maintain, suitable back-up procedures and disaster plans to protect data. The Contractor shall back-up all electronic data on a daily basis. Any costs associated with the recapture and processing of data for whatever reason shall be borne by the Contractor.

49.4 In the event that the disaster plan needs to be implemented, the Contractor must ensure that operational capability is restored within a period of 12 hours, with full access to reporting and all other requirements of the contract within a period of 48 hours.

50. RISK MANAGEMENT

50.1 The Contractor's systems and procedures should incorporate both preventative and detective safeguards capable of preventing and detecting fraudulent transactions related to claims registered with the service provider as well as merchants that it does business with.

50.2 The Contractor is required to report in writing or electronic mail (e-mail) to the National Department of Transport and the respective end user department any suspected irregularities involving an official, a merchant or any other person immediately upon the suspicion arising.

50.3 Information provided by the contractor shall be sufficient to enable the State to institute investigations and/or take corrective action or institute disciplinary action against employees in the employment of the State. The service provider must avail any of its staff at no additional cost to the State to assist in any investigations.

50.4 Where fraud related to a claim or the repair of the vehicle can be proven, the Contractor has the right to recover any losses from the companies or individuals involved.

50.5 Should fraud of any kind against the contractor be proved, the contractor shall remove such a merchant from the database of approved merchants. The merchant shall remain suspended until a full report is received from the Insurance service provider that addresses all corrective and preventative measures that was taken.

50.6 All corrective and preventative measures must be approved by the National Department of Transport in consultation with the end user department/Provincial Department of Transport prior to the implementation thereof.



51. ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT DETAILS

- 51.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the National Treasury in writing 90 days before such event of relevant details.



51.2 **Assignments of Contract**

51.2.1 Assignment of contract refers to the transfer of rights and obligations in a contract from an assigned to an assignee. The effect of this is that the service provider appointed through a competitive bidding process transfers the contract in its entirety that is, the obligation (the responsibility of rendering the services) and the right (of receiving payment for service rendered) to a third party that did not participate in the bidding process or a bidder that participated in the bidding process but was not successful.

51.2.2 Assignment of contracts is therefore not allowed as it will be contrary to principles of section 217 of the Constitution particularly, fairness, transparency, and competitiveness.

51.3 **Cession of Contracts**

51.3.1 Cession refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party. cession will be limited only to those cession agreements in favour of registered Financial Services Providers (FSP) and state institutions established for the express purpose of providing funding to businesses and entities (State Institutions).

51.3.2 The written request for cession must be by the service provider and not a third party, and the written request by the service provider must be accompanied by the cession agreement.

51.4 **Changes in the Service Provider Contact Details**

51.4.1 A contracted supplier must inform the National Treasury within 7 days of any changes of address, name, and or contact details.

52. REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

52.1 The Contractor will be required to register on any individual databases of end user departments to facilitate the placement of orders and payments.

52.2 Suppliers must ensure continuous compliance with all statutory requirements which may affect their complying status on the Central Supplier Database managed by the National Treasury.

52.3 All suppliers must ensure registration on all participating institutions within 30 days of accepting the award.

52.4 Suppliers must ensure that they register with all the participating institutions the items that they have been awarded in the contract. Suppliers must take note that the participating institutions have different systems that they use internally to capture awarded contract information including that of awarded suppliers



- 52.5 Failure to meet this requirement will result in an inability to process orders and payments for goods.

53. MONITORING

- 53.1 Monitoring audits may be conducted periodically and randomly by the National Treasury, Participating Institutions, and or by a service provider appointed by the State to determine continuous compliance with the product and terms of the contract. The Participating Institutions, will monitor the performance of contracted suppliers and maintain a report for compliance with the terms of this contract as follows:

- 53.1.1 Compliance with reporting requirements according to requirements as set out in the End User Requirements.
- 53.1.2 Percentage of orders supplied in full first time.
- 53.1.3 Compliance with reporting requirements according to reporting schedule.
- 53.2 Attendance of compulsory meetings: The National Treasury compulsory meetings with Contractors to review Contractor performance. The schedules of the meetings will be sent to successful bidders.
- 53.3 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Contractor.
- 53.4 The National Treasury may conduct meetings with the Participating Institutions the Contractor to discuss transversal contracting issues.
- 53.5 Any change in the status of the Contractor during the contract period must be reported within seven (7) days of receipt of such information to National Treasury.
- 53.6 All successful Suppliers are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts2@treasury.gov.za
- 53.7 Detailed reporting requirements from Suppliers will be provided to awarded Suppliers.

54. REPORTING REQUIREMENTS

- 54.1 Historical sales report
- a) Name of Contractor
 - b) RT57 Category number
 - c) Date of order
 - d) Date of delivery



- e) Invoice price
- f) Vehicle make, model and description

54.2 Vehicle conversion expenditure report

- a) Name of Contractor
- b) RT57 Category number
- c) Date of order
- d) Date of delivery
- e) Invoice price
- f) Conversion value
- g) Vehicle make, model and description
- h) Name of the converter
- i) B-BBEE reporting for all mobile service units, converters, fitment centres and all aftermarket services.

- j) Name of Contractor
- k) RT57 Category number
- l) Vehicle make, model and description
- m) Date of delivery
- n) Invoice price
- o) Conversion value
- p) Name of the converter
- q) B-BEEE level of converter
- r) Total amount spent per B-BBEE level

54.3 Vehicle delivery status report – Outstanding orders

- a) Name of Contractor
- b) Government order number
- c) Vehicle make and model
- d) Date of order



- e) Date of delivery
- f) Number of days from the date of order to the date of delivery
- g) Report should be available since the inception of the contract or per month as may be required by the end user

54.4 Vehicles not delivered

- a) Name of Contractor
- b) Government order number
- c) Date of order
- d) Vehicle make and model

54.5 Outstanding payment report

- a) Name of End User
- b) Vehicle make and model
- c) Total amount invoiced
- d) Invoice number
- e) Total amount outstanding

54.6 Vehicle order status report

- a) Order received
- b) Order confirmed,
 - a) production commenced.
 - b) Production completed
- c) In transit
- d) Confirmation of delivery at dealership

54.7 This report may be aligned to the internal processes of the OEM

54.8 In order to meet the requirements as set out above, the Contractor may provide access to government officials to an internal system or application or automate the process for integration into another system.



54.9 All successful Contractors are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts2@treasury.gov.za

54.10 Detailed reporting requirements from Contractors will be provided to awarded Contractors.

55. TERMINATION

55.1 Termination of Contract

55.1.1 The State shall be entitled to terminate the agreement if one or more of the following occur:

55.1.1.1 The Supplier decides to transfer the contract or cede the contract.

55.1.1.2 The supplier does not honour contractual obligations including the submission of information.

55.1.1.3 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.

55.1.1.4 The supplier enters settlement arrangements with their creditors.

55.1.1.5 The supplier commits an act of insolvency.

55.1.1.6 If the supplier is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes.

55.1.1.7 There is a change in ownership of the supplier that has the effect that over 50% ownership of the Supplier belongs to the new owner without prior written approval of the State.

55.1.1.8 Overall poor performance rating during the contract period.

END