



**Great North Transport** <sup>(SOC)</sup>  
Ltd

**PROCUREMENT OF HUNDRED AND TWENTY (120) NEW  
COMMUTER BUSES**

**REQUEST FOR BID (RFB): GNT/BUSES/02/2024**

**THE BID IS OPEN FOR BUS MANUFACTURERS ONLY**

**CLOSING DATE : 05 JULY 2024**

**CLOSING TIME : 11H00**

**VALIDITY PERIOD : 180 DAYS**

**130A Marshall Street Polokwane  
0699**

## SECTION 1: COMPANY INFORMATION

### 1.1. BACKGROUND INFORMATION

Great North Transport (SOC) Ltd herein referred as GNT is a bus passenger transport company that provides public passenger services within Limpopo and part of Mpumalanga province. The company has a fleet of more than 200 buses.

### 1.2. PURPOSE

The purpose of the Request for Bid (RFB) is to invite potential qualified service provider(s) to submit bids with regards to the procurement of hundred and twenty new commuter buses to GNT.

## SECTION 2: TECHNICAL REQUIREMENTS SPECIFICATIONS

### 2.1. CHASSIS SPECIFICATION

#### COMMUTER BUS SPECIFICATION (4X2)

Must comply with the following:

- 4 x 2 Chassis.
- Euro 3 turbocharged intercooled front diesel engine set to develop 160 -295kw (220hp-350hp) at 1800rpm-2150rpm. (Please note that no ADD-Blue system is required)
- 6 – 8 fully manual gearbox /semi auto
- Single rear axle giving a maximum speed of 120 kms/h
- Fuel consumption must be below 32/100Kms.
- Drum brakes with brake linings or disk brake pads must have ABS/EBS braking system as standard equipment. (Preferably drum brakes with linings). No Telma brake system required. No aftermarket fitment.
- Automatic slack adjusters in respect of brake drums.
- 1 X Retarder / Intarder or any other device (equipment) that performs the same function.
- Chassis to comply with all current legislations and regulation
- Leaf spring suspension at the front and rear (drive axle) due to our operational area being 70% gravel roads.
- 1 x 300L minimum fuel tank capacity.
- Tool kit and jack (12-20 ton).
- Tyre size must be 315/80R22.5 at the front and rear (SABS approved)
- Two 220 amp batteries.

#### Other Requirements (Optional)

- Two 220 amp batteries
- Wheel rims (Steel or Aluminium)
- 1 x 300L minimum fuel stainless steel tank

## Body specification

### Must comply with the following:

The bodywork must comply with SABS Homologation, Motor Vehicle Ordinance and Regulations, Road Traffic Regulations as updated and issued to date and any other related legislations.

- Bodywork length : 12 200mm - 12 950mm
- Bodywork width : 2 550mm - 2 620mm
- Bodywork height : 3 280mm - 3 450mm
- Minimum body ground clearance should be 570mm
- 12 degree rear angle from the back tyre.
- 15 degree front angle from the front tyre.
- Interior height : 1 800mm - 1 900mm
- Seating passengers : 65 - 66 seated plus driver.
- Standing passengers : 20 - 28
- Provision for 65-66 passenger seats in a (3x2) configuration covered in printed or durable vinyl.
- Seats full SABS compliant (1564-1992) and to be fitted with lap type seat belts which will comply with SANS 1430:2006.
- Passenger seat pedestals must be robust to handle the harshest routes within our operation and must not break under excessive vibration. The bus floor base should robust
- Minimum of 2 x pressure tested Roof hatch / Emergency exits mounted in saloon ceiling.
- Fully adjustable driver's seat with safety belt.
- 1 x 2.5kg or 1 x 4.5kg fire extinguisher placed in compartment behind the driver.
- Driver's sun visor.
- All buses to be fitted with one (1) lockable Small Brick Safes for cash keeping by the driver and must be next to the driver's seat.
- L.E.D interior lighting.
- Retractable step which will be connected to hand brake system.
- Pneumatically (air operated) double slides passenger entrance door.
- Dash board with instrument cluster, sound and heat sealing.
- Bonnet and dash fully insulated for the suppression of heat and noise.
- Lid to engine components with sound and heat sealing.
- Interior fitted with rear view mirror.
- Side eave panels with access holes to all electrical wiring in ceiling.
- Bodywork to comply with all current legislation.
- 2 X Front rubber mould windscreens with hot air demister.
- All sides windows must me rubber mould sliding windows on the upper part and should comply with the current regulations and conform with SANS 1191 and 1193
- Front electronic type destination equipment.
- No Air Ventilation next to the fuse box of the bus.
- Luggage loading space approximately 4.331 cubic metres, minimum.
- Parcel racks fitted on either side of passenger saloon.
- Front bumper made of steel or reinforced fiberglass.
- Rear bumper made of steel or reinforced fiberglass.

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- External lighting, full SABS compliant.
- Painted with GNT livery.
- Fully anti corrosion bodywork structure with polyurethane injected into tubing.
- Driver partition in glass.
- Plastic windscreen stone chip protector.
- Battery compartment which will accommodate 2 x batteries.

### **Locally Workshop Assembling**

#### **Must comply with the following:**

At least 5 - 10% of the workshop assembling of the product should happen in the province (Limpopo)

## **2. FULL REPAIRS AND MAINTENANCE CONTRACT BY THE SERVICE PROVIDER**

### **2.1 Chassis components only**

- (a) The service provider should demonstrate the capability of establishing repair and maintenance workshops within the GNT premises. The maintenance will be carried out during normal servicing hours at any of GNT's premises /workshops and in case where workshop space is required by the service provider, rentals for space will be charged by GNT at related price. Service provider will be required to provide its own tools/machinery for repair and maintenance required equipment to perform the job
- (b) The service provider should adhere to the planned maintenance programme. Failing which there will be penalties commensurate with the loss of revenue which must also include cost per kilometer based on the number of kilometers we would have travelled.
- (c) The following shall apply to scheduled maintenance undertaken by the service provider pursuant to this agreement (other than repairs following a breakdown)
  - (i) The service provider must ensure that the services are completed on the scheduled day in order for GNT to achieve the bus availability rate.
  - (ii) The service provider must ensure that the spares availability at all time when required.
  - (iii) The service provider must ensure that transfer of skill on free training to GNT's Technicians to impart knowledge on Body and Electrical components (at least 16 body builders and 16 auto-electricians).
  - (iv) The service provider must ensure that transfer of skill on free training to GNT's Driver on the product (After Sale Service) to be provided to at least 260 drivers.
  - (v) GNT will ensure that buses are brought no later than 08h00 to the workshop in order for the service Provider to carry out the services on the scheduled day.
  - (vi) Services will only be carried out during week days. Unless there is a need to do them on weekend/public holidays by prior arrangement.

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- (d) The following shall apply to scheduled preventative maintenance to be done by the service provider pursuant to this agreement.
  - (i) Service provider shall make a preventative booking in advance by submitting the inspection/safety programmer to GNT in order to get buses on time.
  - (ii) Buses will be made available not later than 08:00 to the service Providers authorised workshop (GNT workshops).
  - (iii) Service Provider must ensure that the preventative maintenance is completed within the anticipated time period provided for the specific preventative maintenance schedule.
  - (iv) Preventative maintenance will only be carried out on any day other than a normal business day and time unless there is a need to do them over the weekends or public holidays..
  - (v) GNT shall bring buses to the workshop at the intervals specified for preventative maintenance.
- (e) A minimum of one (1) year or 60,000KM warranty to be included on certain components of the body and chassis and the service provider must include all those components which are under warranty in the tender submission.
- (f) During the initial year (1st year), costing will be for only services on chassis.
- (g) When the full Repairs and Maintenance (R&M) is implemented from the second (2nd) year to the fifth (5th) year, escalating proposal must be explained in details.
- (h) Upon the awarding of the Bid the selected service provider will be required to immediately provide 6 buses demo buses. The provided buses will be used to determine if the buses meet all technical specification requirements.
- (i) The first batch of forty buses (40) buses are expected to be delivered within 90 days after the Service Provider has been approved by GNT and the remaining EIGHTY(80 ) to be delivered within the next 90 days respectively, the delivery scheduled to be included in the submission.
- (j) Penalties will be imposed for failure to adhere to delivery schedule.

## **2.2 BREAKDOWNS**

- (a) If any of the buses break down due to malfunction of any component, the defective part shall be repaired or replaced as determined by the service provider in its discretion in line with the service level agreement.
- (b) In the event of a breakdown, the service provider will further pay the costs incurred in sending a technician to the place of breakdown in which will include travelling costs and the time spent, as well as the costs of towing the bus(es) to the nearest GNT 's workshop or repair agent if necessary. For purposes hereof:
  - (i) "Breakdowns" means a defect preventing unaided transport of the bus (es) to the nearest workshop.
  - (ii) A defect will not constitute a breakdown unless it would cause further damage to the bus (es) if driven further.

**NB: A full repairs and maintenance should be quoted and detailed in the tender submission as it will be forming part of the total bid price.**

## **SECTION 3: GENERAL CONDITIONS OF BID**

### **3.1. PROPRIETARY INFORMATION**

Great North Transport (SOC) Ltd (GNT) considers this Bid and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GNT. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GNT.

### **3.2. ENQUIRIES**

All communication and attempts to solicit information of any kind relative to this bid should be done in writing to the following personnel:

**Administrative:** Ms Lucy Mashapa

Telephone Number: (015) 291 2641

Email address: [Mashapalm@gntpassenger.co.za](mailto:Mashapalm@gntpassenger.co.za)

**Technical:** Mr Tshepo Mokgohloa

Telephone number: (015) 291 2641

Email address: [Mokgohloat@gntpassenger.co.za](mailto:Mokgohloat@gntpassenger.co.za)

### **3.3. BID VALIDITY PERIOD**

Responses to this bid received from vendors will be valid for a period of **180 Days** counted from the closing date of the bid.

### **3.4. INSTRUCTIONS ON SUBMISSION OF BIDS**

3.4.1. Bids should be submitted in duplicate (hard copy and soft copy) all bound in a sealed envelope endorsed, **GNT/BUSES/02/2024**; and one electronic copy (on USB) in PDF format. The sealed envelope must be placed in the bid box at the Main Reception area of GNT at 130A Marshall Street, Polokwane 0699. **BIDDERS ARE NOT ALLOWED TO SUBMIT BIDS AT GNT REGIONAL OFFICES.**

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- 3.4.2. Bids must be submitted in a prescribed response format herewith reflected as **Response Format**.
- 3.4.3. The closing date, company name and the return address must also be endorsed on the envelope.
- 3.4.4. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box.
- 3.4.5. No bid received by telegram, telex, email, facsimile or similar medium will be considered.
- 3.4.6. Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 3.4.7. Amended bids may be sent in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing time.
- 3.4.8. A person who has worked for GNT or LEDA can only participate after a year of termination of the contract with GNT or LEDA.

### **3.5. PREPARATION OF BID RESPONSE**

- 3.5.1. All the documentation submitted in response to this bid must be in English.
- 3.5.2. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.
- 3.5.3. Bids submitted by Companies must be signed by a person or persons duly authorized thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
- 3.5.4. Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GNT regarding anything arising from the fact that pages are missing or duplicated.
- 3.5.5. A list of all referees (minimum of three) must be included in the bid response.
- 3.5.6. A copy(s) of certificates from the organizations/bodies that bidder is affiliated to must be included in the bid response.

### **3.6. SUPPLIER PERFORMANCE MANAGEMENT**

- 3.6.1. Supplier Performance Management is viewed by GNT as critical component in ensuring value for money acquisition and good supplier relations between GNT and all its suppliers.
- 3.6.2. The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with GNT, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's

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performance level and ensure effective delivery of service, quality and value add to GNT's business.

- 3.6.3. Bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of this condition as per service level agreement that will be drawn between two parties.

### **3.7. GNT'S RIGHTS**

- 3.7.1. GNT reserves the right to award the bid in part or as a whole.
- 3.7.2. GNT is entitled to amend any bid conditions, validity period, or specifications, or extend the closing date of bids before the closing date.
- 3.7.3. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 3.7.4. GNT has the right to conduct a site inspection before awarding the bid.
- 3.7.5. GNT reserves the right to cancel or withdraw this bid if:
- 3.7.5.1. Due to changed circumstances, there is no longer a need for these services; or
  - 3.7.5.2. Funds are no longer available to cover the total envisaged expenditure; or
  - 3.7.5.3. No acceptable bids are received; or
  - 3.7.5.4. Negotiating a fair market price has failed; or
  - 3.7.5.5. There is a material irregularity in the tender process.

### **3.8. UNDERTAKING BY THE BIDDER**

- 3.8.1. The bidder hereby offers to render all or any of the services described in the attached documents to GNT on the terms and conditions and in accordance with the specifications stipulated in this Bid document (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).
- 3.8.2. The bidder must be prepared for a possible presentation should GNT require such and the bidder shall be notified thereof no later than 4 (four) days before the actual presentation date.
- 3.8.3. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GNT during the validity period indicated and calculated from the closing hour and date of the Bid; this Proposal and its acceptance shall be subject to the terms and conditions contained in this bid document.
- 3.8.4. The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.



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3.8.5. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfillment of this contract.

3.8.6. Bidders who are not registered on the Treasury Central Supplier Database (CSD) undertake that they will register before submitting the bid.

## SECTION 4: EVALUATION

### 4.1. MANDATORY BID REQUIREMENTS

The submitted proposals will be evaluated based on compliance to and submission of the following documentation and/or registration in terms of all relevant legal institutions by each bidder or member of a consortium. (E.g. Approved SABS Homologation certificate)

**Failure to comply will result in the disqualification of the bidder's proposal prior to conducting the functional evaluation. Proof of registration, with all the under-mentioned relevant Legal Institutions/Authorities must be attached.**

DESCRIPTION	DO YOU COMPLY? (YES or NO)	COMMENT OR REFERENCE TO PROPOSAL
The bidder is the bus manufacturer		

#### 4.1.1. Evaluation stage one: Administrative compliance

Compliance with administrative requirements as stated in the Standard Bidding Documents and the mandatory requirements as listed in item 4.1 above. In this evaluation stage, all bidders that fail to provide the required information and documentation will be disqualified from further evaluation:

Requirement	Comply/not comply	Disqualifying factor
Is the bidder registered on the National Treasury Central Supplier Database (CSD)?		Yes
Is the bidder a tender defaulter or a restricted supplier?		Yes
Is the agreement or letter attached in case of a <b>JV or Consortium</b> ?		Yes
SBD Documents signed by an authorized person from the company (attached proof)		Yes
All SBD documents are completed and signed by an authorized person from the company		Yes

## 4.2. EVALUATION OF BIDS

Bid proposals will be evaluated in accordance with the 90/10 preference point system as contemplated in the Preferential Procurement Regulations of 2022, and all bid offers received shall be evaluated based on the following criteria:

Preference points for this bid shall be awarded for:

- b. Price 90
- c. Specific Goals 10

### 4.2.1. Evaluation stage two: Functionality criteria

The following criteria will be used for evaluating all bids/ proposals for functionality and bidders are expected to obtain a minimum of **75** out of 100 points to proceed/qualify for further evaluation. Failure to obtain the prescribed 75 points will automatically disqualify the bidder from proceeding to the next evaluation stage. Below is a table (4.2.2a) that shows how the 100 points of functionality will be allocated.

FUNCTIONALITY CRITERIA	MEANS OF VERIFICATION	MAXIMUM POINTS TO BE AWARDED
<b>Capability: Experience of the bidder relating to similar work and track record (Provide three client lists and reference letters)</b>	Any one of the following documents which should be at least three i.e. 3 Appointment letters or 3 purchased orders or 3 reference letters. <ul style="list-style-type: none"> <li>3 or more = 40 points</li> <li>2 = 35 points</li> <li>1 = 30 points</li> </ul>	<b>40 points</b>
Manufacture Capability: Plant and equipment ( <b>Proof of ownership to be submitted</b> )	<ul style="list-style-type: none"> <li>2 and more Production lines -20 points (owned or leased)</li> <li>1 Production lines – 15 Points (owned and leased)</li> </ul>	<b>20 points</b>
<b>Accreditation</b>		
<ul style="list-style-type: none"> <li>Accreditation with relevant bodies from SABS Homologation (20 points)</li> </ul>	Accreditation certificates (RMI Certificate or SABS ISO 11446, SANS 1026 )	<b>20 points</b>
<ul style="list-style-type: none"> <li>Workshop in Limpopo (20 Points)</li> <li>Workshop Outside Limpopo (15 Points)</li> </ul>	Proof of address	<b>20 points</b>
<b>TOTAL</b>		<b>100</b>

**4.2.2. Evaluation stage three: Price and Specific Goals**

Only qualifying bids that met the minimum functionality criteria **(75)** will be evaluated applying the 90/10 preference points system in accordance with the PPPFA Regulations of 2022, where points are awarded to bidders on the basis of Price (90) and Specific Goals (10), using the following formula to calculate points for price:

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

Where

$P_s$	=	Points scored for comparative price of bid under consideration
$P_t$	=	Comparative price of bid under consideration
$P_{min}$	=	Comparative price of lowest acceptable bid

Specific goals for the tender and points claimed are indicated in the table below.

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system)</b>
Black people ownership	3
Women equity	2
Youth equity	1
Disability	1
Promotion of small businesses	2
Enterprises located within Limpopo	1

**SECTION 5: PRICING****5.1. PRICING PROPOSAL**

5.1.1 Prices must be quoted in South African currency and must be inclusive of VAT.

5.1.2 The price must be fixed for the duration of the contract.

5.1.3 The onus/responsibility lies with the bidder to ensure that they have considered all the costs when compiling bid prices.

5.1.4 The bidder should provide the price per items listed in the table below

**Outright purchase**

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The service provider upon returning the tender document must attached a detailed proposal indicating the full purchase price of the bus including VAT as per the specification herein.

The service provider upon returning the tender document must attach a rate per kilometer on the repairs and maintenance with the following terms and conditions:

- The proposal should be based on the cost less discount and the trade in value inclusive of VAT.
- Outright purchase options

**Repairs and Maintenance Contract.**

- The service provider upon returning the tender document must attach the R&M rate per kilometer per bus including VAT which will be valid for a period of 12 months interval from the date of awarding this tender.

**TOTAL COST FOR HUNDRED AND TWENTY (120) NEW BUSES = \_\_\_\_\_  
VAT INCLUSIVE FOR REGISTERED VENDORS (EXCLUDING REPAIRS AND MAINTENANCE).**

**\*NB Please note that the Repairs and Maintenance (R&M) should be calculated at an average of 5000km per bus per month over a period of five years.**

Year 1	Year 2	Year 3	Year 4	Year 5
R & M Rate	R & M Rate	R & M Rate	R & M Rate	R & M Rate

**Total Bid Price inclusive of R & M and VAT .....**

## SECTION 6: BIDDING DOCUMENTS



SBD 1

### PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>							
BID NUMBER:	<b>GNT/BUSES/02/2024</b>		CLOSING DATE:	<b>05 JULY 2024</b>		CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>PROCUREMENT OF HUNDRED AND TWENTY (120) NEW COMMUTER BUSES TO GREAT NORTH TRANSPORT</b>						
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
GREAT NORTH TRANSPORT (GNT)							
130A MARSHALL STREET POLOKWANE							
0699							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	<b>LUCY MASHAPA</b>			CONTACT PERSON	<b>TSHEPO MOKGOHLOA</b>		
TELEPHONE NUMBER	<b>(015) 291 2641</b>			TELEPHONE NUMBER	<b>(015) 291 2641</b>		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	<b><u>Mashapalm@gntpassenger.co.za</u></b>			E-MAIL ADDRESS	<b><u>Mokgohloat@gntpassenger.co.za</u></b>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>							

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- 
- Required by: .....
  - At: .....  
.....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....  
\*Delivery: Firm/not firm
  - Delivery basis .....

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

Procurement of hundred and twenty commuter buses

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	<b>or</b>	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
- any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Means of verification
Black people ownership	3		Central Supplier Database (CSD)
Women equity	2		Central Supplier Database (CSD)
Youth equity	1		Central Supplier Database (CSD)
Disability	1		Central Supplier Database (CSD)
Promotion of small businesses	2		Central Supplier Database (CSD)
Enterprises located within Limpopo	1		Central Supplier Database (CSD)
<b>Total</b>	<b>10</b>		Central Supplier Database (CSD)

## 5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNA TURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DA TE:** .....

**ADDRESS:** .....

.....

.....

.....

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

## **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

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

- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

**6. Patent rights**

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyse**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

## **9. Packaging**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

- 10. Delivery and documents** 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contracts Amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.



- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for Insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governance language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.