



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

**FINANCE
SUPPLY CHAIN MANAGEMENT**

Siphelele Maqubela
Head: Tenders and Contracts

T: 021 400 2665
E: SCM.UrbanMobility1@capetown.gov.za

27 June 2024

NOTICE TO TENDERERS NO: 1

TENDER NO: 153G/2023/24
DESCRIPTION: SUPPLY AND DELIVERY OF 12m LOW FLOOR OR LOW ENTRY BATTERY ELECTRIC BUSES FOR THE METRO SOUTH EAST (MSE) ROLL-OUT
BOX NUMBER: 125
CLOSING DATE: 16 JULY 2024

Tenders should take note of the following:

This Notice to Tenderers (NTT1) is to be recorded on Schedule F.12: Record of Addenda to Tender Documents issued to Tenderers and bound into the tender document.

This Notice to Tenderers advises the following:

- Clarification to questions asked during the non-compulsory clarification meeting and written correspondence received
- Amendment to the Tender Document

Clarification to questions

1. **It was noted that pg. 42 and 90 of the tender document speak to the prohibition of the use of galvanised steel. Where an OEM may provide suitable test outcome on the use of galvanised steel is this an absolute prohibition. If so, is there a specific reason? Further, are there galvanised alternatives that the City is amenable to?**

Clause 7.6 Materials and corrosion resistance

- i) The use of Galvanized Steel is not supported.
- ii) Clause 7.6.1 and 7.6.2 Scope of Works set out the requirements for material selection. i.e. no galvanized steel for structural frame of the vehicle body door frames etc. and Clause 7.6.2 addresses the use of mild steel

7.6.1 Corrosion resistance structural materials

The structural frame of the vehicle body whether consisting of an integrated floor, roof and sidewall structure of metal tubes or a composite monocoque / mono-build structure, shall be constructed primarily of an inherently corrosion resistant steel such as 3CR12 or similar. The use of galvanized steel or other post form treatment shall not be permitted.

The bus sides, roof, under-structure and axle suspension components shall be designed to resist corrosion or deterioration from atmospheric conditions for a period of 12 years and shall maintain structural integrity and nearly maintain original appearance throughout its service life.

7.6.2 Mild Steel and other structural materials that are not inherently corrosion resistant.

- iii) Another important factor is the mass of a galvanized bus which I have been told can be 1 ton heavier than a C3R12 bus. Impact on total passenger numbers can be significant

Amendments to Tender Document

1. The Contract C.5 Specifications

3.1 Bus Delivery

In the second paragraph delete the words "Deliveries may shall...." and replace with "Deliveries shall..."

4.8 Local Part Requirement for buses

Amend the first sentence of the clause to read:

"Local production and content thresholds as previously required in terms of the Preferential Procurement Regulations, 2022, are not applicable."

6 Operating Duty Cycle

Amend the contents of the table BLOCK 1 Specification as follows.

- Change the Longest KM per bus per day from "228 (250 km min)" to "230 km"
- Delete the following from the Table (not applicable) "Maximum number of buses required to operate daily -50 buses"
- Change the "Minimum reserve capacity..." from "50 kms" to "15kWh".

7.16 Dimensional and other qualitative criteria

Amend **Table 3** by changing the "Nominal Boarding Ramp Slope" from "1:10 to 1:12"

13 Invoicing and Payments

Amend clause 13.1.d. to read as follows:

"d. Each Vehicle shall be delivered with accompanying equipment and tools."

TS1 - 5.3 Bus Widths

Delete sub-clauses a. and b. and replace with the following:

- "a. Body width shall be 2500mm for bus with GVM < 12 tons*
- b. Body width shall be 2600mm for bus with GVM > 12 tons."*

TS1 - 11.1.2 Windscreen, Windscreen wipers and Sun Visor

- i) Amend clause 11.1.2. c. by deleting "The windscreen shall be of a single piece...." and replace with "The windscreen may be of a single piece or may be a split windscreen (two piece) ..."
- ii) Add the following sentence to the end of Cl 11.1.2 c "Replacement windscreens or windscreen sections shall be readily available from a local source."

2. The Contract C.6 Special Conditions of Contract

16. Payment

Amend clause 16.6.1 as follows:

Insert "Not Applicable" in the table provided

Amend clause 16.6.1 as follows

Delete wording and replace with the following:

*"Advance payment for the purposes of deposits will only be provided up to a limit of **25%** of the estimated contract value"*

22. Penalties

Amend Clause 22.1.i. as follows:

Delete "30 April 2027" and replace with "31 March 2027"

Yours faithfully,

**Siphelele
Maqubela**

Digitally signed by Siphelele
Maqubela
Date: 2024.06.27 14:43:13 +02'00'

For: Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO: – 153G/2023/24

At on this Day of 2024

Signature:

Name of Signatory:

(In ink and capitals)

TENDERER:

(Name of firm in ink and capitals)

The Supplier may elect to offer either low-floor buses or low-entry buses provided the functional requirements set out in these specifications are met. The extent of the raised floor area of a low-entry bus is an important factor in the offering of this bus type.

2.1.1 Electric Vehicle Service Equipment (EVSE) / charging equipment

Universal Electric Vehicle Service Equipment (EVSE) (charging equipment) will be provided at the Purchaser's depots through an independent contract. Charging of buses will be via multi-dispensing plug-in charges.

2.1.2 Intelligent Transport systems (ITS) Installations

All buses to be fitted out with a suite of ITS equipment which will be installed either by the Supplier or by the Purchaser's ITS equipment providers. A separate pricing item for assisting the Purchaser's ITS equipment providers with the installations (Attendance) is provided for in the Pricing Schedule. Equipment installed by the Supplier shall be included in the pricing of the Standard bus.

2.2 Warranty

Kindly refer to Clause 15 of Special Conditions of Contract for the applicable standard warranty conditions.

An **Extended Warranty** for an increased period or increased distance travelled over and above the Standard Warranty may be required by a third party nominated by the Purchaser.

A separate item for the extended warranty shall be priced for benchmarking purposes and will not be compensated through this contract.

2.3 On-Going Technical Support, Training and Maintenance

The availability of on-going technical support (after-sales support) is an essential component of the services that the Supplier is to provide to the Purchaser and third parties contracted to the Purchaser. This support includes the availability of competent technical staff, a local spare parts distribution centre, induction and other training, provision of manuals, tools and equipment and may include preventive maintenance and repair services. Details are provided in the sections below.

2.4 Ancillary goods and services

The requirement to provide tools, equipment and ancillary services is detailed in the sections below.

3 BUS DELIVERY AND ACCEPTANCE

3.1 Bus Delivery

It is the Purchaser's intention to commence bus services in May 2027 with the introduction of a minimum of 30 buses.

Deliveries shall commence from 01 January 2027 with final delivery of the 30th bus before 31st March 2027. Should further buses be procured, all buses shall be delivered as agreed between the parties. No buses shall be accepted after the termination date of this contract.

The Purchaser would therefore seek to take delivery of the buses to meet the intended commencement of the services provided there is sufficient time to complete the required training programmes before the end of February 2027.

Manufacturers who are not registered with an accredited national or international standards body and are not certified in respect of implementing and maintaining a Quality Management System, may be considered if they have an established quality assurance and management system that is comparable to that of a recognized standards authority and are able to provide evidence of such.

4.7 National Industrial Participation Program

Where the imported value of the goods being supplied exceed, the minimum threshold set out by the National Department of Trade and Industry (DTI) the Supplier must comply with the requirements of the National Industrial Participation (NIP) Program. The requirements for the NIP program as required by the DTI, including documentation requirements are set out in the contract documentation.

The NIP programme is mandatory on all government and parastatal purchases or lease contracts (goods and services) with an imported content equal to or exceeding US\$10 million. Further information is available on the Department of Trade and Industries web site: www.thedti.gov.za/industrial_development/nipp.jsp

4.8 Local part requirement for buses

Local production and content thresholds as previously required in terms of the Preferential Procurement Regulations, 2022, are not applicable. In the absence of local content requirement, all tyres, seating, seating materials, floor covering, windscreens and side windows shall be readily available from local /national suppliers.

5 VEHICLE OPERATIONS

The environmental and operational conditions under which the buses are to operate are set out in the following section.

5.1 Vehicle Operating Companies and assignment of functions

While the Supplier's contractual obligation will remain with the Purchaser for the duration of the Contract, it is required that the buses will be operated by third-party vehicle operating companies (VOCs) who will be contracted to the Purchaser.

It is the intention that the VOC's will be assigned the management of the servicing and maintenance of the buses on behalf of the Purchaser. This will be subject to agreement between the VOC's and the Purchaser. By entering this procurement Contract, the Supplier agrees that the assignment of these functions to the VOC's shall not prejudice the Purchaser's warranty or other rights conferred in terms of this Contract.

5.2 Climatic conditions

Cape Town has an ocean Mediterranean climate, with mild, moderately wet winters and dry, warm summers.

The winters, from the beginning of June to the end of August are typified by large cold fronts originating from the Atlantic Ocean for limited periods with significant precipitation and strong north-westerly winds. Coastal fog and mist are not uncommon. Winter months in the city average a maximum of 18oC and minimum of 8.5oC.

The summers, from early December to March, are warm and dry with an average maximum of 26oC and minimum of 16oC. The region can experience hot "Berg Winds" which originate from the interior during February or early March. In late spring and early summer, a strong wind from the south-east may periodically blow for an extended period.

Cape Town's average amount of sunshine per year is +/- 3,100 hrs. Total annual rainfall in the city averages 515 mm.

Buses must be capable of meeting their operational requirements under GVM in ambient temperatures of:

- a. Monthly averages: Highs of 22.5°C to 26.1°C and lows 10.2°C and 17.7°C
- a. Worst-case conditions: 0°C to 35 °C

5.3 Topographic conditions

The buses will predominantly operate across the Cape Flats between Wynberg and Claremont to Mitchells Plein and Khayelitsha where the topography is generally flat. Grades are generally less than 2%-3% with the steeper sections confined mainly to bridge approaches.

6 OPERATING DUTY PROFILE

It is the Purchaser's intention to assign groups of buses with similar operating profiles to a particular Block.

Buses assigned to the same Block are to be designed to the same performance standards in terms of power and energy storage system (ESS) parameters i.e. identical buses.

Based on preliminary scheduling of the bus fleet all buses to be procured (in this contract) are to be assigned to a single BLOCK. Details of the planned duty profiles are given in the following BLOCK table.

Block or profile name: BLOCK 1 Specification		
Average route speed (nominal)	22,2	km/h
Average route speed (worst case)	18,0 to 36,7	km/h
Average distance between stops	0,7	km
Maximum required trip duration	104,3	minutes
Average required trip duration	90,5	minutes
Distance from depot to start of route	10	km
Longest distance from depot	21	km
Average km per bus per day	214,5	kms
Longest km per day for a bus	230	km
Minimum layover time for charging during day	6	hours
Average layover time for charging during day / overnight	18	hours
Available depot charge time		hours
Minimum depot charge time required for full charge	4	hours

Minimum reserve battery capacity that the bus can draw upon to return to the closest charging point in degraded mode and or for depot / staging area relocation	15	kWh
---	----	-----

Assuming that buses will start daily duty cycle at maximum standard operating SoC then batteries shall not be depleted below minimum standard operating SoC during operations which shall be within industry DOD standards for new batteries and at when batteries are at EOL.
--

Further information pertaining to the routes and the location of depots and staging areas is provided in **ANNEXURE E**.

Given the above information Supplier is to provide a vehicle (bus) solution for this BLOCK i.e. to design a bus with the energy storage and power requirements to satisfy the operating profile including an allowance for battery degradation over time and a reserve energy capacity over and above the duty cycle capacity. of 50km at EOL.

The Supplier shall be required to provide the Purchaser with the details of propulsion system specifications and performance of the buses being offered .

13 PROCUREMENT OF BUSES: FUNCTIONAL AND TECHNICAL DESIGN REQUIREMENTS

The buses shall be either low-floor or low-entry battery powered electric buses that conform to the requirements of Category M3 / Class 1 vehicles as set out in the National Road Traffic Act (93 of 1996) and the Compulsory Specification for Motor Vehicles of Categories M2 and M3.

All buses shall satisfy the requirements set out in the following sections of the Scope of Work as well as the functional and design objectives set out in the functional and technical design guidelines (TS1 and TS2).

13.1 Bus charging infrastructure / EVSC

Universal Electric Vehicle Service Equipment (EVSE) (charging equipment) will be provided by the Purchaser through an independent contract. It is therefore essential that the buses being offered are fully compatible with the EVSC equipment being provided. The basic parameters of the EVSE (to be) provided is given in Table 1.

a) Table 1: ESVC / Charging System characteristics

Connectors:	Plug-in CCS type 2 connectors to allow for both AC and DC charging
Charging standards:	The Combined Charging System Standard (CCS) (IEC 62196-3 or equivalent) ISO 15118 or equivalent
Charging communication requirements and standards:	Communication between vehicle and Electric Vehicle Service Centre (EVSC) or EV charging station: ISO15118 or equivalent

Specific technical and functional requirements			
Item	Nominal	Minimum	Maximum
Boarding Ramp length Right (measured from RHS near side tyre wall)	350mm	350mm	440mm
Boarding Ramp length Left (measured from LHS near side tyre wall)	350mm	Refer to SANS10370 regulation	
Boarding Ramp deployment time (from initiation to full deployment)	2,5 sec		
Boarding Ramp slope	1:12	Refer to SANS10370 regulation	
Passengers and Seating			
Number of passenger seats (2 x 2 seating configuration) including preferential seats but excluding flip downs and driver seat.		34	
Number of preferential seats		6	
Number of wheelchairs		1	
Length of wheelchair		To be in accordance with the SANS10370 regulation	
Flip down seats in wheelchairs bay per bay	2		
Seat Pitch (excluding preferential seats)		730mm	
Seat width		420mm	
Standing Passenger Design Density (To be designed for maximum of available free-floor area subject to load restrictions)		4.5 pax / m2	6.25 pax / m2
Total passengers	To be maximized		
Auxiliary power			
Auxiliary Electrical power supply	1KWhr, 24VDC		

7.17 Electric Propulsion System and Performance

The 12m low-floor and/or low-entry battery electric buses shall satisfy the performance criteria set out in **Error! Reference source not found. Error! Reference source not found..**

- c. Standard warranties for the Standard bus i.e., chassis and body
- d. Details of all third-party equipment including service and maintenance manuals, as well as warranty documentation for all non-OEM components installed on the Standard bus by the
- e. Acceptance Documentation to be submitted with each bus.
- f. All test and acceptance documentation applicable to that bus
- g. All vehicle operating manuals /driver manuals
- h. Registration papers and vehicle license
- i. Microdot information
- j. Warranty documentation for the Standard bus including third party equipment installations procured by the Supplier and nominated by the Purchaser.
- k. Schedule listing all other items handed over with the bus i.e., basic tool kit, keys, spare wheel, etc.

13 INVOICING AND PAYMENT

13.1 Payment for the Complete bus on issuing an Acceptance Certificate

- a. On receipt of an Acceptance Certificate the Supplier may submit an invoice to the Purchaser for the Complete bus i.e. Standard bus plus warranty, basic tools and keys, all the 3rd part / subcontractor / nominated subcontractor ITS installations etc.
- b. The invoice shall be itemised as per the items scheduled in the pricing schedules. Where payment items are subject to price adjustments, the price adjustment per item shall be listed separately and not added to the unit price of the item.
- c. The details of each vehicle's registration number, chassis and engine number shall be inventoried and handed to the Purchaser with each vehicle.
- d. Each vehicle shall be delivered with its accompanying equipment and tools.

13.2 Payment for the Standard bus on issuing a Partial Acceptance Certificate

- a. On receipt of a Partial Acceptance Certificate Standard bus the Supplier may submit an invoice to the Purchaser for the Standard bus where ITS and other installations by 3rd part / nominated subcontractors have not been completed or are unlikely to be completed within 30 days of the Supplier completing the assembly and testing of the standard bus; provided that such a delay is not attributed to the Supplier and the Supplier can demonstrate that all reasonable actions to complete the bus installations have been effected.
- b. The invoice shall be itemised as per the items scheduled in the pricing schedules. Where payment items are subject to price adjustments, the price adjustment per item shall be listed separately and not added to the unit price of the item.
- c. The details of each vehicle's registration number, chassis and engine number shall be inventoried and handed to the Purchaser with each vehicle.

13.3 Payment for ancillary services and equipment

- a. Payment for these items shall be made on receipt of an invoice for the services and /or equipment that has been provided by the Supplier and accepted by the Purchaser. Payment conditions for these services and/or equipment will be in accordance with the conditions of contract unless specifically set out differently in the pricing Schedule or specifications.

14 PROJECT MANAGEMENT AND REPORTS

14.1 Appointment of Supplier's Contract and Project Manager

The Supplier shall nominate as their representative a Contract Manager, who shall be responsible for

5.3 Bus Widths

The following bus widths shall apply. Bus maximum width is determined as the measurement excluding side mirrors.

- a. Body width shall be 2500mm for bus with GVM < 12 tons.
- a. Body width shall be 2600mm for bus with GVM >12 tons.

5.4 Bus Heights and Clearance

5.4.1 Maximum Overall Height < 3,5m

The maximum overall height of a single-deck, low-floor or low-entry bus shall not exceed 3.5m. This maximum height dimension shall apply to all rigid, roof-mounted items such as air conditioners, exhaust systems, fuel system and covers, aerials, etc. where applicable.)

5.4.2 Under-body Clearance and Ramp Clearances

The bus shall be designed to maintain ground clearance under all normal operating conditions regardless of load up to the gross vehicle weight rating.

All buses shall be able to negotiate a standard speed hump at slow speeds. Refer to **ANNEXURE D**.

5.4.3 Kerb clearance

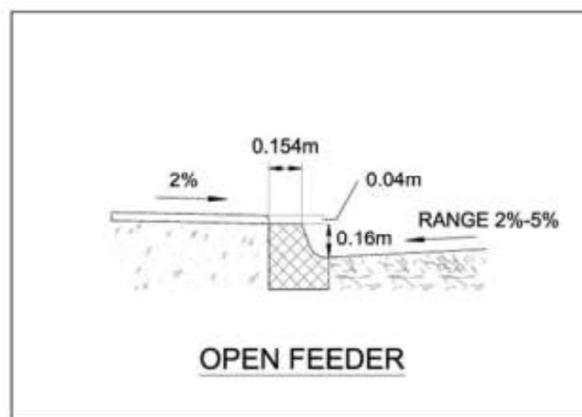
To facilitate the close docking of buses against a closed station to allow the deployment of passenger loading ramps a proprietary kerb referred to as "Kassel Kerb" have been installed such that it will allow a bus's tyre wall to brush against the kerb without damage to the tyre.

When a bus tyre is in contact with a Kassel kerb, the bus body must be designed to avoid any contact with the kerb and/or any part of the station or stop infrastructure.

The Kassel Kerb has a height of 160 mm. No point on the left- or right-side edge (within 50 mm of the edge) of the undercarriage shall be below 200 mm to ensure that the undercarriage and the Kassel kerb do not come into contact.

An illustration of a typical kerb-side (left-hand-side) Kassel Kerb installation is given in **Error! Reference source not found.**

When designing the bus body, it is important to note that a road cross-fall at bus stops or station may range between 2% to 5% positive or negative cross fall. The bus design shall cater for a cross fall ranging between -5% and +5%."



- m. The window opening shall be a sliding vent that is operable by passengers. Operable window panels shall be equipped with latches that secure the window in the fully open and fully closed positions.
- n. Only where a sliding vent is not possible, and a top hopper vent is possible a top hopper vent may be provided.
- o. The height of the top vents shall be such that they do not cause wind to blow directly in the face of passengers. Suppliers are encouraged to innovate with respect to the size and position of the vent.
- p. Where windows are used as emergency exits each window shall have a decal describing emergency window operation procedures. The location of the decal shall be determined by the Purchaser.
- q. Window glass is to be available locally.

11.1.2 Windscreen, Windscreen Wipers and Sun Visor

The windscreen and windscreen wipers shall have the following characteristics:

- a. Windscreen glass to be available locally.
- b. The windscreen shall be shaped, rather than flat, to support the desired modern, streamlined appearance desired by the Purchaser.
- c. The windscreen may be of a single piece or may be a split windscreen (two piece) and shall be designed for easy replacement and maintenance. Replacement windscreens or windscreen sections shall be readily available from a local source.
- d. Windscreens shall be angled sufficiently to reduce glare from the interior vehicle lighting.
- e. A fully adjustable sun visor shall be installed for driver's use. The installation shall preclude vibration in normal street operation. The visor shall be a full see through, mesh style with a release cord that allows the visor to return to the normal position.
- f. Demisters heater/blower) shall be to be provided that can effectively demist the entire windscreen in 2 minutes from a cold start and maintain a clear windscreen during operations in adverse weather conditions.
- g. A Windscreen washer shall be provided.
- h. Two (2) electric-operated heavy-duty windscreen wipers with self-parking feature shall be furnished. The wiper motors shall be variable speed having at least a high and low speed setting with an intermittent setting. There shall also be a "mist" mode where the wipers shall make approximately 2-3 swipes per minute.
- i. The largest wiper blade possible for Windscreen design shall be used.
- j. Wiper motors and washer water reservoir shall be installed in an easily accessible location for ease in maintenance and inspection. Wiper motors shall be accessible from the exterior of the vehicle and properly sealed.

11.1.3 Licence Disk Provisions

Provision for a secure licence disk holder for up to three (3) licence disks shall be provided. The disk holder shall be tamper-proof and not easily accessible by passengers. The disks shall be visible through the left front windscreen.

11.1.4 Driver's side window

The driver's side window shall have the following characteristics:

- a. The driver windows shall be glazed with tinted laminated safety glass. The top one-third of the glass shall be tinted to the maximum legal limit for tinting.
- b. The driver's side windows shall be split, sliding windows. The sliding portion shall move freely without rocking or binding.
- c. Driver's side window shall have a see-through pull-down shade.

12 EXTERIOR PANELS, ROOF GUTTER AND BUMPERS

12.1 Exterior panels

Exterior panels shall be sufficiently stiff to prevent vibration, drumming or flexing while the vehicle is in service.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
Not applicable	Not applicable

- 16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.
- 16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **25%** of the estimated contract value.
- 16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:
- The prices quoted in the "Pricing Schedule" for the supply of vehicles (buses) and for other goods and services shall be fixed for a period of 12 months from the end of the original tender validity period.
 - This shall apply to all variations and/or additional orders that may be instructed by the purchaser within the abovementioned periods.
 - Upon the expiry of the stated fixed price period(s), the prices of goods and services may be subject to adjustment for escalation in price as set out in the Conditions of Contract.
 - Where the Supplier is the direct importer of plant and material for the manufacture / assembly of the buses, the component of the imported goods may be subject to adjustment for variations prices in the Exchange Rate and in Customs Surcharge and Duties applicable at the time the order is placed. Price adjustment will be subject to the required information being provided in **Schedule F.1: Contract Price Adjustment**.
 - The prices quoted in the "Pricing Schedules" shall be deemed to have amounts included to cover the contingency of all other rises and falls on the costs not covered by the provisions above.

shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

Where additional time is granted, the Purchaser shall also determine whether or not the Supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the Purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the Supplier and the Purchaser, additional time only (no costs) will be granted.

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be:

- i. R 5 000.00 per bus per day (ex VAT) after the envisaged final delivery date of 31 March 2027.

- 22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1: