Dear Sir / Madam

BID NUMBER: DOT/01/2020/COO

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

   • The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
   • Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid;
   • The attached forms, if completed in detail and returned, will form part of your bid; and
   • Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least 120 days from closing date.
   • Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope marked “Technical proposal” and four PDF format CD’s of the technical proposal, and one (1) Original hard copy of the financial proposal inside market “Financial proposal” on the closing date. If Bidders are not sure of the two envelope separation submission requirements kindly contact the administrative contacts on SBD 3.3 to avoid being disqualified.

2. You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.

3. It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.

4. Kindly take note that this is a two envelope system (Technical and Financial) proposals must be marked and put in separate envelopes). Annexure A which will be for Technical proposal and Annexure B for Financial proposal. Bids that do not comply with a two envelope system will be disqualified.
Kind Regards

DIRECTOR GENERAL: TRANSPORT

DATE: 30 -10 - 2020
### Checklist: DOT/01/2020/COO: Appointment of a Service Provider for the Provision of Short Term Vehicle Rentals, Chaffurr Drive and Bus Services for Official Funerals and State Events

<table>
<thead>
<tr>
<th>NB</th>
<th>Service Providers Must Indicate with a Tick</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be deposited in the Tender Box before the closing date and time?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Are you familiar with the contents of the SBD 1 Form? Did your authorised official complete and sign the SBD 1 Form?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Is the SBD 4 Form completed and signed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Is the SBD 6.1 Form completed and signed? In bids where consortia / joint ventures sub-contractors are involved, both parties must submit one B-BBEE Status Level Verification Certificate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Is the SBD 8 Form completed and signed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Is the SBD 9 Form completed and signed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Have you taken note of the General Conditions of Contract and signed the bottom of each page thereof?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Have you taken note of the Special Conditions of Contract and signed the bottom of each page thereof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Please note that late bids will not be considered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>CSD registration report is attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Declaration:** I, the undersigned (Full Name)................................................................. certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.

................................................................. .................................................................
Signature                                 Date

................................................................. .................................................................
Position                                 Name of Bidder
ANNEXURE A
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: .................................................................

2.2 Identity Number: .................................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder²): .................................

2.4 Company Registration Number: ...........................................................................................

2.5 Tax Reference Number: ........................................................................................................

2.6 VAT Registration Number: .....................................................................................................

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –
   (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
   (b) any municipality or municipal entity;
   (c) provincial legislature;
   (d) national Assembly or the national Council of provinces; or
   (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member: ............................................................
Name of state institution at which you or the person connected to the bidder is employed: ............................................................
Position occupied in the state institution: ............................................................

Any other particulars:
................................................................................................................
................................................................................................................
................................................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
................................................................................................................
................................................................................................................
................................................................................................................

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
................................................................................................................
................................................................................................................
................................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
2.9.1 If so, furnish particulars.

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

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

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

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

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

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

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………………………………………………………..

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................. ..................................................
Signature                                      Date

.................................................. ..................................................
Position                                      Name of bidder

May 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS
1.1 The following preference point systems are applicable to all bids:
   - 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 The value of this bid is estimated to exceed/not exceed R5 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.
1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS
   (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
   (b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
   (c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard
contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) "consortium or joint venture" 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;

(h) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(i) "EME" means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) "non-firm prices" means all prices other than "firm" prices;

(m) "person" includes a juristic person;

(n) "QSE" means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(q) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(r) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) "trustees" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3. **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

\[
P_{s} = 80 \left( 1 - \frac{P_{t} - P_{\text{min}}}{P_{\text{min}}} \right) \text{ or } P_{s} = 90 \left( 1 - \frac{P_{t} - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

- \( P_{s} \) = Points scored for comparative price of bid under consideration
- \( P_{t} \) = Comparative price of bid under consideration
- \( P_{\text{min}} \) = Comparative price of lowest acceptable bid

5. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
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<td>6</td>
<td>3</td>
<td>6</td>
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<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contribution</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating
issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = .......(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES ☐ NO ☐

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: .........................................................%  
ii) The name of the sub-contractor: ..............................................................................
iii) The B-BBEE status level of the sub-contractor: .......................................................
iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES ☐ NO ☐

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: ..............................................................................................

9.2 VAT registration number: ...........................................................................................

9.3 Company registration number: ....................................................................................
9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[Tick APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business: ........................................

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —

(a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.
WITNESSES
1. ..............................................
2. ..............................................

SIGNATURE(S) OF BIDDERS(S)
DATE: ...........................................
ADDRESS ....................................
..............................................
..............................................
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution's supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

Yes ☐ No ☐

4.4.1 If so, furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).................................................................
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................. ..................................................
Signature Date

..................................................
Position

..................................................
Name of Bidder

Jx365bW
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids\(^1\) invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).\(^2\) Collusive bidding is a \textit{per se} prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   
a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   
b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

\(^1\) Includes price quotations, advertised competitive bids, limited bids and proposals.

\(^2\) Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ______________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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\(^a\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

\(^a\) 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.
10. 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.

.................................................................
Signature

.................................................................
Position

.................................................................
Date

.................................................................
Name of Bidder
SPECIAL CONDITIONS OF CONTRACT

APPOINTMENT OF SERVICE PROVIDERS FOR THE PROVISION OF SHORT TERM VEHICLE RENTALS, CHAFFUER DRIVE AND BUS SERVICES FOR OFFICIAL FUNERALS AND STATE EVENTS

CLOSING DATE AND TIME OF BID: DOT/01/2020/COO

20 NOVEMBER 2020 @ 11h00

BID VALIDITY PERIOD: 120 DAYS
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2. STAND BY TOW TRUCKS

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Section A

1. DEFINITIONS

1.1. **Accounting Officer** – bears the same meaning as defined in the Public Finance Management Act (PFMA) or the Municipal Finance Management Act (PFMA/MFMA)

1.2. **Fuel Card** – a magnetic or smart card / or equivalent device supplied by the Contractor to facilitate transactions for fuel where required.

1.3. **Consortium / Joint Venture** – an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.4. **Contractor / Service Provider** – the successful bidder who is awarded the contract to maintain and administer the required and specified services to the State.

1.5. **Driver** – an official / employee in possession of a valid unendorsed driver’s license and or PDP which enables them to drive a specific category of vehicle.

1.6. **Road side assistance** - means any assistance rendered to the driver of a vehicle when the vehicle have suffered a mechanical failure or when the vehicle was involved in an accident or incident that leaves the driver stranded. Such assistance can include the towing of the vehicle or repair of the vehicle on the side of the road.

2. ABBREVIATIONS

2.1. BAC : Bid Adjudication Committee

2.2. B-BBEE : Broad-Based Black Economic Empowerment

2.3. COF : Certificate of Fitness as required under Road Traffic Legislation

2.4. CPA : Contract Price Adjustment

2.5. CPI : Consumer Price Index

2.6. PPI : Producer Price Index

2.7. SBD : Standard Bidding Document

2.8. STATS SA : Statistics South Africa

2.9. VAT : Value-Added Tax
3. LEGISLATIVE AND REGULATORY FRAMEWORK

3.1. This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

3.2. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. However, where, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

4. EVALUATION CRITERIA

4.1. The evaluation will be conducted in the phases as set out in the table below.

<table>
<thead>
<tr>
<th>Phase I</th>
<th>Phase II</th>
<th>Phase III</th>
<th>Phase IV</th>
<th>Phase V</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory and other bid requirements</td>
<td>Pre-qualification</td>
<td>Capacity and capability</td>
<td>Price and B-BBEE</td>
<td>Recommendation and Appointment</td>
</tr>
<tr>
<td>Compliance with mandatory and other bid requirements</td>
<td>Bids will be assessed if they meet the determined pre-qualification criteria</td>
<td>Bids will be assessed to verify bidders capability and ability to execute the contract</td>
<td>Bids evaluated in terms of the 90/10 preference system</td>
<td>Recommendation and award</td>
</tr>
</tbody>
</table>

4.2. Pre – Qualification criteria

4.2.1. All bidders need to meet the minimum qualification criteria. Failure by a bidder to meet the minimum criteria or to provide the required proof as required in terms of Addendum D will result in the bid not progressing to the next phase of the evaluation.

4.3. Preference Point System

4.3.1. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

4.3.1.1. The bid price (maximum 90 points)

4.3.1.2. B-BBEE status level of contributor (maximum 10 points)
4.3.1.3. The following formula will be used to calculate the points for price:

\[ Ps = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where:

<table>
<thead>
<tr>
<th>Ps</th>
<th>Points scored for comparative price of bid under consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pt</td>
<td>Comparative price of bid under consideration</td>
</tr>
<tr>
<td>P_{\text{min}}</td>
<td>Comparative price of lowest acceptable bid</td>
</tr>
</tbody>
</table>

4.4. A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

4.5. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point.

4.6. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

4.7. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close
Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency or a sworn affidavit will be considered for preference points.

4.8. Failure on the part of the bidder to comply with paragraphs 4.5 and 4.7 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

4.9. The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

4.10. The points scored will be rounded off to the nearest 2 decimals.

4.11. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

4.12. However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

4.13. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4.14. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

5. RESPONSE FIELDS

5.1. Bidders are required to submit responsive bids by completing all the prices, mandatory response fields and item questionnaires on the provided pricing schedule for the individual items. In this regard bidder’s attention is drawn to the response field and price structure explanations and examples supplied in the bid document (TCBD 6 – Response Field Explanations).

5.2. Non-compliance with this condition may invalidate the bid for the item(s) concerned.

6. TAX COMPLIANCE REQUIREMENTS

6.1. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

6.2. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

6.3. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the
bidder’s tax compliance status. By submitting this bid such confirmation is deemed to have been granted;

6.4. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder’s tax compliance status through the Central Supplier Database.

6.5. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

7. VALUE ADDED TAX

7.1. All bid prices must be inclusive of 15% Value-Added Tax.

7.2. Failure to comply with this condition shall invalidate the bid.

8. SUBMISSION OF BIDS

8.1. Bidders must submit bid in hard copy format (paper document) to the National Department of Transport, along with at least two hard copies.

8.2. The hard copy of the bid response will serve as the legal bid document.

8.3. Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.

8.4. The pricing schedule must be submitted as part of the bid in a sealed envelope.

8.5. Bidders are requested to initial each page of the tender document on the top right hand corner

9. LATE BIDS

9.1. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder.

10. COUNTER CONDITIONS

10.1. Bidders’ attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
11. FRONTING

11.1. The Department of Transport supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the Department of Transport condemns any form of fronting.

11.2. The Department of Transport, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

11.3. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

11.4. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder / contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department of Transport may have against the bidder / contractor concerned.

12. SUPPLIER DUE DILIGENCE

12.1. The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits to verify the existence of any infrastructure or the verifications of any other claims made by the bidder during the bidding process.

13. RIGHT OF AWARD

13.1. The State reserves the right to award contracts to more than one contractor.

13.2. The State also reserves the right not to make an award in this bid or for a specific category of this bid.

14. COMMUNICATION AND REQUESTS FOR INFORMATION BY THE STATE

14.1. The State, reserves the right to request any additional information that it may require or deem necessary to adjudicate the bid from anyone or all of the bidders after the closing date of the bid and prior to the award of the contract.
14.2. All communication between the bidder and the State must be done in writing.

14.3. The bidder should submit contact details of at least two different individuals to assist the State in terms of information or any queries that it might have regarding the company or the submitted bid documents.

14.4. The State reserves the right to request a site visit at the premises of the bidder and/or a presentation by the bidder if required. Any presentations shall be limited to the time period and topics as prescribed by the Bid Evaluation Committee.

15. CONTACT DETAILS

15.1. General

The Bid Office
National Department of Transport
Private Bag x113,
Pretoria,
0001

15.2. Physical address
159 Strube Street,
Pretoria

15.3. Bid Enquiries

15.3.1. Specification / Technical Enquiries
Mr. John Mashinini
Assistant Director: Supply Chain Management
Tel: (012) 309 3045
Email: MashiniJ@dot.gov.za

Mr. Mlungisi Maphanga
Director: Government Fleet
National Department of Transport
Tel: (012) 309 3117
Email: Schoemaa@dot.gov.za and Maphanga@dot.gov.za

Section B
4. PRICING STRUCTURE

4.1. The pricing structure of this bid is based on the information as included in Addendum A: Pricing Schedule.

4.2. All prices submitted in this bid must be inclusive of 15% Value Added Tax.

4.3. The price as requested in Addendum A: Pricing Schedule must not include any settlement discounts for early payments. The State will not pay any amounts to the appointed service provider that is not reflected on the Addendum A: Pricing Schedule at the time of bid submission.

4.4. Prices submitted for this bid must be filled in on the fields provided on the pricing schedules supplied with the bid.

4.5. Pricing structures that do not comply with this requirements will invalidate the bid.

5. CONTRACT PRICE ADJUSTMENTS

5.1. General

5.1.1. The contract will allow for an automatic annual CPI price adjustment. The contractor will be required to make a submission to the Department of Transport as set out in the below tables for confirmation by the department, prior to implementation.

5.2. Cost Components and Proportion

5.2.1. The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

<table>
<thead>
<tr>
<th>Cost Component</th>
<th>% Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table E: Private Transport Operation</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL (Cost components must add up to 100%)</td>
<td>100 %</td>
</tr>
</tbody>
</table>

5.3. The Applicable Indices / References
5.3.1. The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

<table>
<thead>
<tr>
<th>Cost component</th>
<th>Index Publication</th>
<th>Index Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transport</td>
<td>STATS SA Statistical release P0141 (CPI Publication)</td>
<td>Table E: Private Transport Operation</td>
</tr>
</tbody>
</table>

5.3.2. The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is February 2020.

5.3.3. The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in terms of the Price Adjustment Periods.

5.4. Price Adjustment Periods

5.4.1. The application for a price adjustment must be submitted one month prior to the commencement date of the increase. The submission needs to be made to the Section: Government Fleet at the Department of Transport.

5.4.2. The price adjustment will be applicable to all items as specified in the Pricing Schedule to this bid (Addendum A). The State in turn shall claim a decrease in rates should the CPI decreases under the same conditions as applicable to the Contractor.

5.4.3. Adjustment to contract prices may be applied for at the following dates: The Contractor will be allowed to apply for an annual CPI (All items) adjustment as per the index listed under Historical metropolitan areas (Statistical Release P0141.1, table E), which will come into effect on the annually as from 2021. (Base month January 2020). The following table will be applicable for the contract being awarded on 1 April 2020 and will be adjusted based on the actual award date of the contract.

<table>
<thead>
<tr>
<th>Adjustment</th>
<th>CPA confirmation to be submitted</th>
<th>End Index Date</th>
<th>Adjustment Effective Date</th>
<th>Date until which adjustment will be effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 March 2021</td>
<td>January 2021</td>
<td>1 April 2021</td>
<td>31 March 2022</td>
</tr>
<tr>
<td></td>
<td>1 March 2022</td>
<td>January 2022</td>
<td>1 April 2022</td>
<td>31 March 2023</td>
</tr>
<tr>
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<td>3</td>
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<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section C**

**Category A: General**

1. **ROLES AND RESPONSIBILITIES**

1.1. **Contract Administration**

1.1.1. The administration and facilitation of the contract will be the responsibility of National Department of Transport, Directorate: Government Fleet and all correspondence in this regard must be directed to the following address:

    The Director: Government Fleet,
    National Department of Transport,
    Private Bag X113,
    Pretoria, 0001

1.1.2. Contractors must advise the Directorate: Government Fleet, National Department of Transport immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

1.2. **Supplier Performance Management**

1.2.1. Supplier performance management will be the responsibility of the Directorate: Government Fleet, National Department of Transport.

1.3. **Placement of Orders and Payments**

1.3.1. Orders will be placed directly by the Directorate: Government Fleet for services to be rendered.

1.3.2. The process for the placement of orders and the confirmation thereof will be agreed to by the Directorate: Government Fleet and the successful bidder.
1.3.3. Contractors should note that the order(s) will be placed as and when required during the contract period and delivery points will be specified per event.

1.3.4. All invoices for services rendered during the contract period should be submitted for payment within a maximum period of three months.

2. CONTRACT MANAGEMENT

2.1. The contractor will appoint a contract manager that will serve as a nodal point of contact and for notification of events. Where required, the contractor may identify an individual to manage a specific contract or event.

3. INTRODUCTION TO REQUIREMENTS

The State requires an all-inclusive flexible fleet solution for the Department of Transport in the execution of its responsibilities in Official State Funerals and other International events hosted by Government. The required services will be required within the Republic of South Africa and can be summarized in the following:

3.1. Category A: General Requirements

3.1.1. This is the general requirement of the contract as it refers to the conditions of all services to be rendered under this contract.

3.2. Category B: Short Term Vehicle Rental

3.2.1. The Department of Transport requires a self drive short term vehicle rental service for the type of vehicles as specified in the rate card. These short term vehicle rentals are based on the locations of the events taking place and are therefore not be limited to specific geographical areas. Provision is also made to cover the cost for the relocation of vehicles.

3.3. Category C: Chaffuer Drive Services, Bus and/or Shuttle services

3.3.1. A chauffeur drive service for various vehicles, depending on the requirement of the events is required. Some of this may require over-night accommodation for drivers, depending on the location and duration of the event.

3.4. Category D: Other Services

3.4.1. Other services refers to additional services that are frequently required for events.
6.4. The Contractor shall be liable for all cost or damages incurred by the State where:

6.4.1. Costs or damages is a result of irregularities involving the staff of the Contractor or subcontractor.

6.4.2. Where preventative and detective safeguards failed.

6.4.3. Where fuel fraud can be proven, the Contractor has the right to recover any losses from individuals involved and institute the required criminal proceedings.

7. EQUIPMENT AND MATERIALS

7.1. The Contractor shall provide all equipment, materials, sundry items such as stationery, incur any delivery charges, postage, telephone, facsimile, photocopy costs and the like that may be required for purposes of the contract, as part of the cost of the contract.

8. AUDITS AND INSPECTIONS

8.1. The State reserves the right to inspect and audit any document pertaining to this contract within five years of the date of expiry of the contract. This may also include queries and complaints. The Contractor shall provide any assistance free of charge that may be required in this regard.

8.2. The cost of inspections and audits shall be borne by the Contractor where the State can provide reasonable grounds to prove inaccuracy of information provided by the Contractor or deliberate misrepresentation by the Contractor.

8.3. The State reserves the rights to conduct audits on the status of the contract and the Contractor shall provide any assistance free of charge that may be required in this regard.

8.4. Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor shall be charged for the cost of the audit or inspection as well as the cost of any losses incurred by the State associated with such non-compliance.

9. INSURANCE AND INDEMNITY

9.1. The Contractor must obtain sufficient professional indemnity insurance whereby the State is indemnified against any claim of whatever nature and however arising out of any willful or negligent action or omission of the Contractor, its employees, subcontractors, and assignees.

9.2. In the event that any legal action, based on the willful or negligent action or omission of the Contractor, its employees, subcontractors and assignees, is brought against the
State, the State shall be entitled, inclusive, to recover from the Contractor the legal fees and disbursements on an attorney-client scale.

10. CONTRACT IMPLEMENTATION

10.1. The contractor shall make available all services as set out in the contract from the commencement date of the contract. No additional contract implementation period shall be provided for.

11. CONTRACT CANCELLATION OR BREACH OF CONTRACT

11.1. The State reserves the right to cancel the contract or any category thereof at any time during the contract period.

11.2. The State will need to provide reasons for such a cancelation. This can include but is not limited to non performance by the Contractor.

11.3. The State will be required to provide at least three months’ notice of the intention to cancel the contract or any category thereof unless cancelation is done due to a lack of service delivery.

12. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

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

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

13. OWNERSHIP OF DATA

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

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

14.1. Some of the major events require up-front planning sessions and meetings. The contractor should participate in these planning sessions or meetings when requested to do so at no additional cost to the State.

15. CONTRACTING PARTIES

15.1. Each bidder should make an offer in line with this specification as set out under the task directives set out in these bid documents.

15.2. The Department of Transport will administer the bidding process, issue the letter of award to the successful bidder/s and will enter into a Service Level Schedule with the successful bidder.

15.3. The Service Level Agreement entered into between the Department of Transport and the Contractor will:

15.3.1. directly reflect the contents of the Special Conditions of contract, the services set out therein and the levels as specified.

15.3.2. The levels of service as set out herein will not be negotiable.

15.3.3. The only addition to the Special Condition of the Service Level Agreement:

15.3.3.1. The minimum period applicable for the cancelation of vehicles
15.3.3.2. Reporting requirements

16. FINANCIAL CONSIDERATIONS

16.1. All prices submitted must be reflected in the pricing schedule attached as Addendum A. The State will not authorize any payments for any amounts that are not reflected in terms of the pricing schedule. The bidder cannot submit any additional prices or fee structures that are not included in the pricing schedule attached as Addendum A.

16.2. The State will not pay funding interest for any goods or services procured under this contract.

16.3. The State will not accept any charges for items that are not reflected in the pricing schedules submitted during the bidding process. The amount payable to the Contractor must be the amount reflected on the tax invoice less any discounts offered.
16.4. The Contractor will need to ensure and prove that they have access to the required funding to fund all transactions from government in terms of this contract until payment is received.

16.5. The Department of Transport will not pay any deposits prior to events taking place, but will only be paid for the full compliment of services upon the presentation of the verified invoice.

16.6. The invoice should be reconcilable with the transactions, as set out in the rate card.

16.7. Payment to the Contractor will be done within 30 days of receipt of the approved tax invoice.

16.8. Upon conclusion of the event, the contractor shall supply the Department of Transport with an Excel spreadsheet for the actual services rendered, together with the relevant charges as contained in the rate card and all supporting documentation.

16.9. The contractor will generate the invoice once all charges have been agreed to by both parties.

17. PENALTIES

17.1. Failure to render the services as set out in this contract to the acceptable levels, will either constitute a breach in contract that will lead to termination of the contract or the levying of penalties for the rendering of substandard services. Please refer to Addendum C: Penalty Schedule.

17.2. A penalty incurred for a specific event will be dealt with as part of the billing process for the event.

18. REPORTING

18.1. The contractor will be required to provide a close out report per event. The contents of these reports will be specified in the Service Level Agreement as entered into between the Department of Transport and the Contractor.

Category B: Short Term Vehicle Rental

1. GENERAL

1.1. The State requires short term vehicle rentals for vehicles to be used for the transporation of VIP guests. These vehicles will be driven by the SAPS and/or government support staff.
1.2. The contractor will not be allowed to display any branding on vehicles and no personalized number plates will be accepted.

1.3. All vehicles should be neutral colours such as black, white and grey. A different coloured vehicle can only be delivered after agreement with the Department of Transport.

1.4. All vehicles provided must be road worthy and adhere to the requirements of all Road Transport legislation.

1.5. All vehicles must not be older than two years and should be well maintained and reliable.

1.6. The Department of Transport will not be liable for any costs, should a vehicle not be available for rendering the required services at the time of such services being required.

2. DELIVERY AND MOVEMENT OF VEHICLES

2.1. Some events will be in far-flung locations that will require vehicles to be transported, the contractor will be required to move vehicles from different destinations to ensure that the vehicle requirements are met and the event is successful.

2.2. The Department of Transport will pay for the movement of vehicles as set out in the rate card. The contractor will need to provide supporting documentation as proof that the vehicle was moved and from which location it was moved.

2.3. The contractor will be required to provide a fixed delivery fee for vehicles moved from within 100 kilometers of where the event is taking place.

2.4. For movement of vehicles in excess of 100 kilometers, the contractor will be required source the services of a movement company through a three quotations process. The Department of Transport will pay the actual cost for the movement of the vehicles as well as an administration fee.

3. INSURANCE

3.1. The contractor needs to ensure that comprehensive vehicle insurance cover is provided for all vehicles being rented to the State.

3.2. The State will only be liable for the the payment of a maximum excess fee of 5% of the vehicle value.

3.3. The State will pay the actual cost for all damage below the specified 5% excess fee. The State will only pay an amount equal to the lowest of three quotations for the repairs of any damage.
4. FUEL

4.1. The contractor will be required to provide fuel cards to be utilized for the refueling of all rented vehicles.

4.2. Every fuel card must have the following information embossed on it:
   4.2.1. The vehicle registration number
   4.2.2. The colour of the vehicle
   4.2.3. The vehicle make and model

4.3. The contractor must provide these fuel cards within 48 hours of the fuel card being ordered.

4.4. Bulk fuel cards must be made available on request with the limit to be specified by the Department of Transport for a specific event.

4.5. The State will be liable for a fuel card administration fee, a transaction fee and the actual value of the fuel transaction.

4.6. All vehicles must be delivered with a full tank of fuel.

4.7. Upon returning the vehicle, the contractor will have 48 hours after the return of the vehicle to refill the vehicle. The State will not be liable for any refueling charge if the refueling was not done within the required 48 hours.

4.8. The contractor must ensure that adequate measures are taken to prevent fuel card fraud. The State will not pay any fuel transaction where fraudulent activities can be proven.

4.9. Where practical and upon agreement with the Department of Transport, the contractor can, instead of issuing fuel cards, make arrangements with a fuel filling stations within close proximity of the event or of the vehicle depot for refueling.

5. TOLL FEES

5.1. The contractor must provide a card for the payment of toll fees where no Open Road Tolling is levied or where etags are not accepted.

5.2. The State will be liable for the payment of all actual toll fees as charged, but no transaction or administration fees.
6. CAR CLEANING SERVICES

6.1. The contractor must provide onsite car cleaning services for the duration of the event as specified in the planning process.

6.2. Consideration should be given to a waterless vehicle cleaning solution as not every sites may have running water.

6.3. The contractor must specify a fee for car wash services on site as set out in the rate card.

6.4. For smaller events, car wash services will be paid for in terms of actual cost, with an administration fee payable to to contractor.

6.5. Where required, the contractor must supply the names of all staff that will be cleaning vehicles, within 48 hours of being requested to do so to allow for the required accreditation process to be completed.

7. VEHICLE INSPECTIONS AND HAND OVER PROCESS

7.1. The contractor must make available a sufficient number of staff to inspect vehicles during vehicle delivery.

7.2. Vehicle inspection information must be provided electronically to the State, specifying the date, time, the make and model of the vehicle, the kilometer reading of the vehicle and any identified damage at the time of delivery and again at the time of collection.

7.3. Vehicles will be handed over the the Department of Transport or any other third party as identified by the department, such as the SAPS VIP protection unit. The party taking delivery of the vehicles must sign the vehicle inspection sheet, confirming that the information provided is correct.

8. TRAFFIC FINE MANAGEMENT

8.1. The party taking delivery of a rental vehicle will provide the details of the driver of the vehicle or a proxy that will be responsible for the management or rerouting of all traffic fines.

8.2. The Department of Transport will not be liable for the payment of any traffic fines.

9. CANCELLATION OF VEHICLES

9.1. The contractor must indicate the minimum period that will be allowed for the cancelation of a vehicle order without the Department of Transport incurring a
cancelation fee. The cancelation fee payable in the event that a vehicle was cancelled needs to be provided as part of the pricing schedule.

10. SUB CONTRACTING

10.1. The contractor will be required to enter into subcontract supplier arrangements where they don’t have the required number of vehicle available for a specific event.

10.2. All vehicles supplied by the subcontractor will be subjected to the same rate card and terms and conditions of this contract.

11. ADDICENT / INCIDENT MANAGEMENT

11.1. The contractor will be required to provide 24 hour road side assistance.

11.2. All documentation and processes to be followed in the event of an accident or incident must be provided. This will include the relevant contact details for road side assistance.

12. SPONSORED VEHICLES

12.1. In order to reduce the cost for events, the Department of Transport may request sponsorship from various vehicle manufacturers or suppliers.

12.2. The contractor is required to facilitate the processes around these sponsorships. This will include the provision of fuel cards, car cleaning services, vehicle inspections, confirmation of the number of vehicles delivered, confirmation of vehicle delivery and return dates.

12.3. In the event of a partial sponsorship, the contractor will be required to pay the vehicle manufacturer and bill the Department of Transport at the same rate.

12.4. The Department of Transport will be liable for any accident repair or insurance cost emanating from such a partial sponsorship.

12.5. The Department of Transport will pay all fuel and toll costs as set out above. In addition, the contractor will be able to charge the Department of Transport a vehicle contract administration fee per vehicle.

Category C: Chauffeur Driven Services and Bus Services
1. GENERAL

1.1. The Department of Transport requires a chauffeur driven service for various vehicle types.

2. DRIVER'S REQUIREMENTS

2.1. All drivers must be in possession of a valid driver’s license and PDP at the time of the service being rendered.

2.2. Driver details must be provided to the Department of Transport within 48 hours of the request to do so to ensure that relevant accreditation can be obtained for the event.

2.3. The drivers will at all times need to ensure that the requirements of all Road Traffic Legislation and regulations are met.

2.4. All drivers should be equipped with cell phones with sufficient airtime for the duration of the event.

2.5. GPS devices should be made available to drivers where required.

2.6. Drivers should be professionally dressed in corporate wear.

3. VEHICLES

3.1. Vehicles should be well maintained and in a good condition without damage. All vehicles, where required by legislation should have valid Road Worthy Certificates.

3.2. The interior of the vehicles should be clean with a neat and tidy appearance.

3.3. In the event of a breakdown, the contractor shall replace such a vehicle with a similar vehicle within such a period as to allow for the continuation of the services.

3.4. The Department of Transport will not be liable for any costs, should a vehicle not be available for rendering the required services at the time of such services being required due to a breakdown.

4. FOOD AND ACCOMODATION

4.1. It is the responsibility of the contractor to ensure that drivers are provided with food and accommodation where required. Some events will require the contractor to provide food parcels as drivers will not be released from their point of duty in order to purchase lunch.
4.2. As far as possible, the contractor should use local drivers. The contractor will be allowed to charge the state for accommodation, only when the event is taking place in a rural area and the time of operations of the transport services necessitates. This will be dependant on the location or base from where the vehicle will operate and the commencement and end time of the service.

4.3. The contractor will only be allowed to charge accommodation for drivers and other personnel upon agreement with the Department of Transport with consideration of the requirements for the specific event. The amount provided in the rate card will be the maximum amount payable by the Department of Transport.

5. CANCELLATION OF SERVICE

5.1. A cancelation fee will be payable for all services canceled less than 48 hours of the commencement time of the service.

6. DOCUMENTATION AND BILLING

6.1. The contractor shall supply, as part of the supporting documentation in the billing process, a copy of the signed time sheet as signed by the government officials present at the time of the services being rendered. This shall include the date, time and kilometers travelled and odometer reading.

6.2. In the event that services are rendered on consecutive days, the time sheets can be signed upon the completion of the service at the end of such period.

6.3. The State will not pay for any services where the signed time sheet cannot be provided.

6.4. Kilometers for all chauffeur driven services shall be measured from when the vehicle leaves the depot to when it is returned to the same depot.

6.5. All chauffuer driven services will include 200km per day.

6.6. The Department of Transport will not be liable for the paymet of any fuel costs.

6.7. The Department of Transport will not be liable for any costs related to incidents or accidents of chauffeur driven vehicles.

Category D: Other Services

1. GENERAL

1.1. These services are not normally required at the various events, but can be required due to the location and the accessibility of the venue.
2. **STAND BY TOW TRUCKS**

2.1. Stand-by tow trucks are normally required where limited access to the venue exists and a breakdown of a vehicle or bus may obstruct access to the venue in such a manner that the success of the event may be jeopardized.

2.2. Where possible, the contractor will be required to make use of a local towing service providers.

2.3. The requirement is for a tow truck to be located in close proximity of the event at a pre-assigned location. The Department will not pay any additional kilometer costs where the location is within 100km of a main city centre.

2.4. The standby service does not replace nor will it render the services as per the normal road side assistance required under car rental, unless instructed to do so.

2.5. The contractor will need to provide the vehicle and driver details, within 48 hours of being requested to do so to allow for the accreditation of the driver and the vehicle.

2.6. The pricing allows for a standby fee and a kilometer charge for vehicles towed. The Department of Transport will not pay any costs where a vehicle is moved less than 2 kilometers.

2.7. Standby tow trucks required may be a standard flatbed or a heavy duty tow truck.

3. **GOLF CARTS**

3.1. Golf carts can be required for the of attendees where a normal vehicle will not be feasible, such as within a sport stadium or at a park and ride facility.

3.2. All golf carts will be operated by government officials or where required by the service provider.

3.3. The contractor will be required to source quotation for the provision of golf carts, including delivery and collection and operators where required to do so.

4. **MARSHALLS**

4.1. Some events may require marshalls to assist with the movement of attendees, providing directions to guests and to assist with the loading of buses.

4.2. All marshalls will need to be dressed in such a manner that will allow for ease of identification.

4.3. Marshalls will need to be made available in advance of the event to allow for site visits and training.
4.4. The contractor will provide the Department of Transport with the names and details of the marshalls within 48 hours of the request to allow for accreditation.

4.5. The contractor will source quotations that should be approved by the Department of Transport. The Department of Transport will pay an administration fee to the contractor and the actual cost of the marshalls.

END
### Addendum A: Pricing Schedule

<table>
<thead>
<tr>
<th>Car rental</th>
<th>Example of vehicles</th>
<th>Contract Administration fee</th>
<th>Fuel card admin fee</th>
<th>Fuel card transaction fee</th>
<th>All inclusive daily rate</th>
<th>Excess km rate</th>
<th>Excess Payable</th>
<th>Cancellation fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200/1400 or 1600 Mid Size Economy Sedan</td>
<td>Corolla or similar</td>
<td></td>
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<tr>
<td>SUV</td>
<td>Fortuner / Tuscon</td>
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<tr>
<td>Small Luxury Sedan</td>
<td>BMW 3 Series / C Class Mercedes</td>
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<tr>
<td>Medium Luxury Sedan</td>
<td>BMW 5 Series / E Class Mercedes</td>
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<tr>
<td>Large Luxury Sedan</td>
<td>BMW 7 Series / S Class Mercedes</td>
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</tr>
<tr>
<td>MPV - 8 or 9 Seater</td>
<td>VW Kombi, Hyundai</td>
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<tr>
<td>Luxury SUV</td>
<td>BMW XS /</td>
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<tr>
<td>14 Seater</td>
<td>Toyota Quantum</td>
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<tr>
<td>Armored vehicle (7 series)</td>
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<tr>
<td>Panel van</td>
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</tr>
</tbody>
</table>

#### Vehicle movement / delivery costs
- **Price**
  - One way fee for delivery or collection if vehicle is moved for less than 100km
  - Administration fee to facilitate vehicle movement in excess of 100km

#### Car Cleaning services
- **Price**
  - Daily fee for on site car wash services
  - Administration fee for car wash transactions
<table>
<thead>
<tr>
<th>Chaffuer Drive</th>
<th>Maximum Accomodation Fee</th>
<th>Half Daily rate (up to 5 hrs)</th>
<th>Daily rate (8hrs)</th>
<th>After hour rate</th>
<th>Additional Km rate</th>
<th>Cancellation fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200/ 1400 or 1600 Mid Size Economy Sedan</td>
<td></td>
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<tr>
<td>SUV</td>
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<tr>
<td>BMW 3 Series / C Class Mercedes or similar</td>
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<tr>
<td>BMW 5 Series / E Class Mercedes or similar</td>
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<tr>
<td>BMW 7 Series / S Class Mercedes or similar</td>
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<tr>
<td>MPV - 8 or 9 Seater</td>
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<td></td>
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<tr>
<td>Luxury SUV</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Bus / Shuttle Services</th>
<th>Maximum Accomodation Fee</th>
<th>Daily rate</th>
<th>After hour rate</th>
<th>Additional Km rate</th>
<th>Cancellation fee</th>
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</thead>
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<tr>
<td>Accessible Transport (Physically Handicapped)</td>
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<tr>
<td>8 or 9 Seater</td>
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<tr>
<td>14 Seater</td>
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<tr>
<td>22 Seater</td>
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<tr>
<td>30 to 35 Semi Luxury Seater</td>
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<tr>
<td>45 Seater Semi Luxury bus (Wheel Chair Friendly)</td>
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<tr>
<td>45 Seater Semi Luxury bus</td>
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<tr>
<td>55 Seater Semi Luxury bus</td>
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<table>
<thead>
<tr>
<th>Other</th>
<th>Contract Administration fee</th>
<th>Daily rate</th>
<th>After hour rate</th>
<th>Cancelation fee</th>
<th>Additional Km rate</th>
<th>Tow-in cost</th>
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<tbody>
<tr>
<td>Stand by tow truck</td>
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<td>Heavy duty tow truck</td>
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<tr>
<td>Gholef Cart 4 Seater only</td>
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</tr>
<tr>
<td>Gholef Cart 6 Seater only</td>
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<tr>
<td>Gholef Cart 4 Seater, with operator</td>
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</tr>
<tr>
<td>Gholef Cart 6 Seater, with operator</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Marshalls</td>
<td></td>
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### Addendum B: Statistics - Events as from January 2019

<table>
<thead>
<tr>
<th>Event</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Funeral</td>
<td>Johannesburg</td>
<td>Jan-19</td>
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#### Vehicles

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Type</th>
<th>Driver</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>35 Seater bus</td>
<td>Chaffuer Drive</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>MPV - 8 or 9 Seater</td>
<td>Chaffuer Drive</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>NDB Function</td>
<td>Pretoria</td>
<td>Mar-19</td>
</tr>
</tbody>
</table>

#### Vehicles

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Type</th>
<th>Driver</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>BMW 5 Series / E Class Mercedes or similar</td>
<td>Self Drive</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>MPV - 8 or 9 Seater</td>
<td>Chaffuer Drive</td>
<td>6</td>
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</table>

<table>
<thead>
<tr>
<th>Event</th>
<th>Location</th>
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</thead>
<tbody>
<tr>
<td>SADC Conference</td>
<td>Pretoria</td>
<td>Mar-19</td>
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#### Vehicles

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Type</th>
<th>Driver</th>
<th>Days</th>
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<tbody>
<tr>
<td>47</td>
<td>BMW 7 Series / S Class Mercedes or similar</td>
<td>Self Drive</td>
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</tr>
<tr>
<td>95</td>
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<td>Self Drive</td>
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</tr>
<tr>
<td>196</td>
<td>BMW 3 Series / C Class Mercedes or similar</td>
<td>Self Drive</td>
<td>9</td>
</tr>
<tr>
<td>47</td>
<td>MPV - 8 or 9 Seater</td>
<td>Chaffuer Drive</td>
<td>9</td>
</tr>
<tr>
<td>7</td>
<td>MPV - 8 or 9 Seater</td>
<td>Self Drive</td>
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### Vehicles

<table>
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<td>25</td>
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<tr>
<td>103</td>
<td>BMW 3 Series / C Class Mercedes or similar</td>
<td>Self Drive</td>
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<tr>
<td>4</td>
<td>1400 Sedan</td>
<td>Self Drive</td>
<td>4</td>
</tr>
<tr>
<td>25</td>
<td>2 litre sedan / hatch</td>
<td>Self Drive</td>
<td>4</td>
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<tr>
<td>20</td>
<td>MPV - 8 or 9 Seater</td>
<td>Chaffuer Drive</td>
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</tr>
<tr>
<td>20</td>
<td>22 Seater Min Bus</td>
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</tr>
<tr>
<td>80</td>
<td>45/ 60 Seater bus</td>
<td>Chaffuer Drive</td>
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<tr>
<td>15</td>
<td>Luxury SUV</td>
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</tr>
<tr>
<td>1</td>
<td>Heavy Duty Tow Truck</td>
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### Vehicles

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Type</th>
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<td>144</td>
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<tr>
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</tr>
<tr>
<td>Event</td>
<td>Location</td>
<td>Date</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>State Funeral</td>
<td>Cape Town</td>
<td>Sep-20</td>
<td></td>
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<table>
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<tr>
<th>Vehicles</th>
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</thead>
<tbody>
<tr>
<td>Quantity</td>
<td>Type</td>
<td>Driver</td>
</tr>
<tr>
<td>6</td>
<td>22 Seater Min Bus</td>
<td>Chaffuer Drive</td>
</tr>
<tr>
<td>3</td>
<td>MPV - 8 or 9 Seater</td>
<td>Chaffuer Drive</td>
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<table>
<thead>
<tr>
<th>Event</th>
<th>Location</th>
<th>Date</th>
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<tbody>
<tr>
<td>African Investment Forum</td>
<td>Sandton</td>
<td>Sep-19</td>
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<tr>
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<tbody>
<tr>
<td>Quantity</td>
<td>Type</td>
<td>Driver</td>
</tr>
<tr>
<td>9</td>
<td>BMW 7 Series / S Class Mercedes or similar</td>
<td>Self Drive</td>
</tr>
<tr>
<td>9</td>
<td>BMW 5 Series / E Class Mercedes or similar</td>
<td>Self Drive</td>
</tr>
<tr>
<td>18</td>
<td>BMW 3 Series / C Class Mercedes or similar</td>
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</tr>
<tr>
<td>22</td>
<td>Luxury SUV</td>
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</table>

<table>
<thead>
<tr>
<th>Event</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Funeral</td>
<td>Soweto</td>
<td>Jan-20</td>
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<tbody>
<tr>
<td>Quantity</td>
<td>Type</td>
<td>Driver</td>
</tr>
<tr>
<td>6</td>
<td>22 Seater Min Bus</td>
<td>Chaffuer Drive</td>
</tr>
<tr>
<td>3</td>
<td>MPV - 8 or 9 Seater</td>
<td>Chaffuer Drive</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Funeral</td>
<td>Lady Smith</td>
<td>Feb-20</td>
</tr>
<tr>
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</tr>
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</table>

<table>
<thead>
<tr>
<th>Vehicles</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>Type</td>
<td>Driver</td>
</tr>
<tr>
<td>6</td>
<td>22 Seater Min Bus</td>
<td>Chaffuer Drive</td>
</tr>
<tr>
<td>3</td>
<td>MPV - 8 or 9 Seater</td>
<td>Chaffuer Drive</td>
</tr>
</tbody>
</table>
## Addendum C: Penalty Schedule

### Vehicle Hire

<table>
<thead>
<tr>
<th>Non delivery of vehicle</th>
<th>Double the cost of the vehicle rental per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late delivery of vehicle</td>
<td>50% of the daily vehicle rental charge for late delivery within 24 hours, double the cost of the vehicle rental per day for every 24 hours thereafter</td>
</tr>
<tr>
<td>Vehicle not up to standard</td>
<td>50% of the daily vehicle rental charge</td>
</tr>
</tbody>
</table>

### Chaffeur drive

<table>
<thead>
<tr>
<th>No show</th>
<th>Double the cost of the vehicle rental per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late arrival</td>
<td>Daily rental charge once the first movement commenced</td>
</tr>
<tr>
<td>Vehicle not up to standard</td>
<td>Double the cost of the vehicle rental per day</td>
</tr>
<tr>
<td>Vehicle not road worthy</td>
<td>50% of the daily vehicle rental charge</td>
</tr>
</tbody>
</table>
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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6. Patent rights  
7. Performance security  
8. Inspections, tests and analysis  
9. Packing  
10. Delivery and documents  
11. Insurance  
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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 any thing 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
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
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 analyses

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 inspection 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
analyzed 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.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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 not exceed the prevailing rates charged to other parties by the supplier for similar services.

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 period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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 fulfillment 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. Contract 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 this 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
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 anti-dumping 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 insololvency

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 willful 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. Governing 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.
ANNEXURE B
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>DOT/01/2020/COC</th>
<th>CLOSING DATE:</th>
<th>2020/11/20</th>
<th>CLOSING TIME:</th>
<th>11:00</th>
</tr>
</thead>
</table>

DESCRIPTION
APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SHORT TERM VEHICLE RENTALS, CHAUFFEUR DRIVE AND BUS SERVICES FOR OFFICIAL FUNERALS AND STATE EVENTS

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET
PRIVATE BAG X 193
PRETORIA 0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>MR L MASHILE/ MR T MIKHARI</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEPHONE NUMBER</td>
<td>012 309-3045/3011</td>
</tr>
<tr>
<td>FAX NUMBER</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:MashileL@dot.gov.za">MashileL@dot.gov.za</a>/Mikhari@dot.gov.za</td>
</tr>
</tbody>
</table>

TECHNICAL ENQUIRIES MAY BE DIRECTED TO

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>MR M MAPHANGA</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEPHONE NUMBER</td>
<td>012 309-3590</td>
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<tr>
<td>FAX NUMBER</td>
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<tr>
<td>E-MAIL ADDRESS</td>
<td><a href="mailto:MaphangaA@dot.gov.za">MaphangaA@dot.gov.za</a></td>
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SUPPLIER INFORMATION

| NAME OF BIDDER | |
| POSTAL ADDRESS | |
| STREET ADDRESS | |
| TELEPHONE NUMBER | CODE | NUMBER |
| CELLPHONE NUMBER | |
| FAX NUMBER | CODE | NUMBER |
| E-MAIL ADDRESS | |
| VAT REGISTRATION NUMBER | |

SUPPLIER COMPLIANCE STATUS

| TAX COMPLIANCE SYSTEM PIN: | OR |
| CENTER SUPPLIER DATABASE NO: | MAAA |

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

| TICK APPLICABLE BOX | |
| Yes | No |
| B-BBEE STATUS LEVEL SIGNED AFFIDAVIT | [TICK APPLICABLE BOX] |
| Yes | No |

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SIGNED AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

| Yes | No |
| ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED? | [IF YES ENCLOSE PROOF] |
| Yes | No |

[IF YES, ANSWER PART B.3 ]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

| Yes | No |

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

| Yes | No |

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

| Yes | No |

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

| Yes | No |

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

| Yes | No |

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.
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, 2017, 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.

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**  
(Professional Services)

**NAME OF BIDDER:** 

**BID NO.: DOT/01/2020/COO.**

**CLOSING TIME 11:00**

**CLOSING DATE 20 NOVEMBER 2020**

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>BID PRICE IN RSA CURRENCY <strong>(ALL APPLICABLE TAXES INCLUDED)</strong></th>
</tr>
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</table>

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R

3. **PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)**

4. **PERSON AND POSITION**

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<thead>
<tr>
<th>HOURLY RATE</th>
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5. **PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT**

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5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

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<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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**TOTAL: R**

**"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.**
5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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TOTAL: R.

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

*DELETE IF NOT APPLICABLE*

Any enquiries regarding bidding procedures may be directed to the—

DEPARTMENT OF TRANSPORT
Mr Lucky Mashile
Supply Chain Management
Tel: 012 309-3429

Or for technical information—

DEPARTMENT OF TRANSPORT
Mr. Takalani Ndadeleni
Tel: 012 309-3235
Fax: 012 309-3486
E-mail: NndanduT@dot.gov.za