SPECIAL CONDITIONS OF CONTRACT

RT 57-2015

SUPPLY AND DELIVERY OF SEDAN VEHICLES, LIGHT AND HEAVY COMMERCIAL VEHICLES, BUSSES AND MOTOR CYCLES TO THE STATE FOR THE PERIOD 1 APRIL 2015 TO 31 MARCH 2016

CLOSING DATE AND TIME OF BID:
2 February 2015 at 11h00

BID VALIDITY PERIOD: 120 DAYS

NATIONAL TREASURY
CONTRACT MANAGEMENT

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DEFINITIONS

1. **Conversion** is a vehicle built and/or converted for a specific application other than normal use

2. **Delivery Charges** include the cost of delivery from the manufacturer to the dealers within the various main centres

3. **Delivery Period (Days)** is the period in calendar days from order receipt date to delivery date.

4. **Dealership** means a business or company that acts as an agent for the supplier contracted to the State in terms of this contract with the branding of the manufacturer clearly displayed

5. **End-user / Purchaser / Participating department** means any government institution participating in this contract that will place an order with the supplier and will be responsible for the payment thereof.

6. **Item / Vehicle** means any motor-, light commercial -, heavy commercial vehicle, bus and motor cycle categorised and/or offered in this contract.

7. **Monthly Delivery Rate (Units)** is the maximum number of units that can be delivered per month, post the stipulated delivery period in days. Monthly Delivery Rate is a response field on the "Pricing Schedule and Item Questionnaire". It is important that the suppliers calculate this quantity in conjunction with the delivery period specified per item offered.

8. **Supplier** means any business enterprise that is directly contracted to supply vehicles on this contract.

9. **Supply Capacity (Units)** is the number of units the supplier is able to supply (i.e. manufacture or source) over the duration of the contract period, within the limits as stipulated by the supplier regarding delivery periods in calendar days, and the monthly delivery rates in units.

<u>Example of how to apply "Supply Capacity", "Monthly Delivery Rate" and "Delivery Period":</u>

<u>Bidder response:</u>

Supply Capacity:	*500 Units maximum over the contract period*
Monthly Delivery Rate:	*100 Units / month*
Delivery Period:	*60 Days from date of order*

<u>End-user order:</u>

End-user orders 200 Units on 1 October.

In terms of the bidder's response a 100 units will then be delivered by 1 December (60 days from date of order) and the remaining 100 units will be delivered by 1 January (100 units / month).

ABBREVIATIONS

BAC	:	Bid Adjudication Committee
NAAMSA	:	National Association of Automobile Manufacturers of South Africa
PDI/PDS	:	Pre-delivery Inspection / Pre-delivery Service
POD	:	Proof of Delivery
SBD	:	Standard Bidding Document
TCBD	:	Transversal Contract Bidding Document
VAT	:	Value- Added Tax

SECTION A

1. LEGISLATIVE AND REGULATORY FRAMEWORK

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). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. EVALUATION CRITERIA

2.1 Preference Point System

2.1.1 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:

The bid price (maximum 90 points)
B-BBEE status level of contributor (maximum 10 points)

2.1.2 The following formula will be used to calculate the points for price:

Ps = 90
Where
Ps = Points scored for price of bid under consideration
Pt = Rand value of bid under consideration
Pmin = Rand value of lowest acceptable bid

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

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

2.1.4 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 at the closing date and time of the bid in order to claim the B-BBEE status level point.

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

2.1.6 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 will be considered for preference points.

2.1.7 Failure on the part of the bidder to comply with paragraphs 2.1.4 and 2.1.6 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).

2.1.8 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.

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

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

3. RESPONSE FIELDS

3.1 Bidders are required to submit responsive bids by completing all the prices and mandatory response fields on the provided "Pricing Schedule and Item Questionnaire" for the individual items.

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

4. AUTHORISATION DECLARATION

4.1 Any bidder who is sourcing goods or services from a third party must complete the "Authorisation Declaration" (TCBD 1) in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.

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

4.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the State.

4.4 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions may invalidate the bid for such goods or services offered.

5. TAX CLEARANCE CERTIFICATE

5.1 An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time of bid. Please refer to SBD2-Tax Clearance Certificate Requirements.

5.2 Copies and/or certified copies of the Tax Clearance Certificate will not be acceptable.

5.3 Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid.

6. VALUE ADDED TAX

6.1 All bid prices must be inclusive of 14% Value-Added Tax.

6.2 Failure to comply with this condition will invalidate the bid.

7. SUBMISSION OF BIDS

7.1 Bidders must submit the bid in hard copy format (paper document) to National Treasury: Tender Information Centre before the closing date and time. The hard copy of the bid response will serve as the legal bid document. The bid must be addressed to the National Treasury: Tender Information Centre.

7.2 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.

7.3 Bidders are encouraged to bid electronically via the electronic response system to facilitate the speedy evaluation of bid responses. Electronic bids must also be submitted before the closing date and time. Besides responding electronically through the electronic response system, the bidder is still required to submit a hard copy of the bid document before the closing date and time. In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.

7.4 Bidders must submit electronic information related to their product offerings as part of their bid submission as follows:

a. Addendum A: Delivery fees and Emission tax

b. Addendum B: Dealership footprint

c. Addendum C: Accessories and colors

d. Addendum D: Maintenance and Service Plans

e. Addendum E: Approved converters / body builders

f. Addendum F: Vehicle specific responses in terms of tender specific questions, eg.

a. Model codes

b. Co2 emission ratings

c. Tara

7.5 All electronic data submitted must be an exact copy of the hard copy document. Any discrepancies between the electronic data and the hard copy may invalidate the bid for the item in question.

8. LATE BIDS

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.

9. COUNTER CONDITIONS

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.

10. FRONTING

10.1 The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemn any form of fronting.

10.2 The National Treasury, 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. 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. 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 National Treasury may have against the bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

The State reserves the right to conduct supplier due diligence prior to final award of the contract or at any time during the contract period. This may include site visits.

12. COMMUNICATION

12.1 Contract Management may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

12.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

12.3 All communication between the bidder and the Contract Management Office must be done in writing.

13. CONTACT DETAILS

13.1 General

Chief Directorate: Contract Management, National Treasury, Private Bag X115, Pretoria, 0001

Physical address: 240 Madiba Street, cnr. Thabo Sehume- and Madiba- Streets, Pretoria

13.2 Bid Enquiries

Contract Manager: Carlo Raffanti

Contract Management, National Treasury
Tel: (012) 315 – 5364
Fax: (012) 315 – 5400
E-mail: carlo.raffanti@treasury.gov.za

Mthokozisi Ngcobo
Tel: (012) 395 6698
Fax: (012) 315 5400
E-mail: mthokozisi.ngcobo@treasury.gov.za

13.3 Specification / Technical Enquiries

National Department of Transport:

Andries Schoeman

Tel: (012) 309 - 3117

E-mail: schoemaa@dot.gov.za

SECTION B

14. CONTRACT PERIOD

The contract period shall be for a period of 12 months commencing on 1 April 2015 to 31 March 2016

15. PARTICIPATING GOVERNMENT DEPARTMENTS / INSTITUTIONS

15.1 Government Departments / Institutions who will participate in this contract are:

NATIONAL DEPARTMENTS

- Basic Education
- Communication
- Energy
- Higher Education and Training
- Human Settlements
- Justice and Constitutional Development
- Public Works
- Public Enterprise
- Trade & Industry
- Public Service and Administration
- South African Police Service
- Home Affairs
- Social Development
- Rural Development and Land Reform
- Water &Sanitation
- Mineral Resources
- Labour
- Women, Children and people with disabilities
- National Treasury
- Arts& Culture
- Sport & Recreation

- Performance ,Monitoring and Evaluation
- Community Safety
- National Department of Transport
- Co-operative Governance
- South African National Defense Force
- Prasa
- International Relations and Coorperation
- Agriculure
- Environment Affairs
- Statistics South Africa

PROVINCIAL DEPARTMENTS

- ***North West***
  - Public Works, Roads and Transport

- ***Eastern Cape***
  - Education
- ***Western Cape***
  - Transport

- ***Limpopo***
  - Limpopo Treasury
- ***Northern Cape***
  - Social Development
  -
- ***Kwazulu Natal***
  - Cooperative Governance, Human Settlement & Traditional Affairs
  - Community Safety & Transport

Gauteng

- Provincial Government

MUNICIPALITIES

- Nelson Mandela Metropolitan
- Ekhuruleni Metropolitan Municipality

- Nelson Mandela Bay Municipality
- City of Matlotsana

PUBLIC ENTITIES

- IEC (Electoral Commission of South Africa)
- Tshwane Economic Development Agency
- Legal-aid South Africa
- South African Social Security Agency
- Unemployment Insurance Fund
- Forensic Medical Services

15.2 Post award participation

15.2.1 In terms of Treasury Regulation 16A6.6 "the accounting officer or accounting authority may, on behalf of the department, constitutional institution or public entity, participate in any contract arranged by means of a competitive bidding process by any other organ of state, subject to the written approval of such organ of state and the relevant contractors".

15.2.2 This provision is applicable to general purpose (pool) vehicles where the vehicle must be registered in the name of the government institution. The same provision will apply to subsidised users where the institution utilise the Persal or Persol payment system.

16. AWARD CONDITIONS

16.1 The State reserves the right to award contracts to more than one contractor for the same item.

16.2 The State will not award the exact same vehicle make and model to more than one supplier.

16.3 The State reserves the right to limit the number of units (vehicles) awarded per vehicle category to a supplier, for both General Purpose and Subsidised Vehicle Categories.(i.e to a maximum of 20 offers per line item)

17. BID INFORMATION SESSION

17.1 A non-compulsory information session will be held at:

National Treasury, 240 Madiba Street, Pretoria.

Date: 19 December 2014

Time: 09h00

Venue: Room 901

17.2 This session will provide bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any substantial issues they might have.

18. INFORMATION AND REQUIREMENTS SPECIFIC TO THIS BID

18.1 Format and Submission of Bid

18.1.1 Bidders are required to submit their bids in the following manner:-

Section 1	Standard bidding documents
Section 2	Comprehensive list of dealerships
Section 3	Comprehensive list of delivery charges
Section 4	Comprehensive list of service plans /warrantee plans
Section 5	Certificate of local production/content(SBD 6.2)
Section 6	Local content declaration summery schedule
Section 7	List of approved fitment centres for Emergency Lights
Section 8	List of all converters to be utilized
Section 7	Product information
Section 8	All required electronic data
Section 9	Vehicle warrantees and Guarantees
Section 10	Contact details

18.2 Information / documentation required for this bid

18.2.1 Where applicable, suppliers must provide the option of the fitment of emergency lights to vehicles to be used for medical response vehicles and police vehicles. The bidder must include a list of all approved fitment centres capable of fitting these lights.

18.2.2 An all-wheel drive vehicle is not necessarily a 4x4 vehicle. A 4x4 vehicle must provide the option for the driver to switch between high range and low range. All- wheel drive vehicles must be offered under either the sedan or multi-purpose vehicle categories.

18.2.3 All LDV vehicles and Panel van's must be offered with the option to upgrade or modify the vehicle suspension in the event that the vehicle needs to be converted.

18.2.4 ,All station wagons must be offered in the category for sedans only.

18.2.5 Vehicles with an extra- long wheelbase must be offered in the long wheel base item categories only.

18.2.6 Allowances must be made on the load body sizes of trucks for additional fitments to the trucks such as cranes etc. to ensure that the fitment of the accessories and the load body of the truck is compatible with the chassis of the truck.

18.2.7 The State reserves the right to award a specific item on the contract should it be the first automatic vehicle, station wagon or all- wheel drive vehicle offered within a specific category.

18.2.8 Bidders must ensure that they supply sufficient information related to the technical specifications of the vehicles as required on the bid documents. The State reserves the right not to award an item should the information provided by the bidder be insufficient to allow for an informed evaluation of such an offer. All vehicle information must be supplied electronically and is such a manner as to assist in the evaluation thereof.

18.2.9 The State reserves the right to award any vehicle on the contract for the use of VIP's. This can include, but is not limited to all Political Office Bearers, Judges or any other VIP's where authorization was obtained to procure from the contract.

18.2.10 The State reserves the right to only award only the first of an identical vehicle make and model if there is more than one of the same vehicle make and model offered by more than one bidder in the same category. Should the first offer not be that of the actual manufacturer, a letter from the vehicle manufacturer, is required to confirm supply arrangements between them.

18.2.11 Bidders must submit the Euro NCAP ratings of all vehicles where applicable.

18.3 Delivery Charges

18.3.1 Bidders are required to provide a comprehensive list of their dealerships per province, indicating the physical addresses, contact numbers and contact people.

18.3.2 Delivery charges from the factory to the various dealers in the main centres must be submitted as an addendum to the bid.

18.4 Vehicle Categories and NAAMSA Classifications

18.4.1 Items offered must strictly be according to NAAMSA classifications and must adhere to the specification of the specific category.

18.4.2 Deviations from the specifications must be clearly indicated on the space provided on the "Pricing Schedule and Item Questionnaire".

18.5 Vehicle Service Plans

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

18.5.2 Where the service plan cost/ maintenance plan cost is additional to the price for the vehicle offered, it should be indicated on the space provided on the "Pricing Schedule and Item Questionnaire". These additional service plan costs will not be part of the evaluation process.

18.5.3 Where the bidder cannot separate the service plan cost/ maintenance plan cost from the price offered it will be evaluated as offered. Bidders are required to provide the details of the service plans as an addendum to the bid document.

18.5.4 'Service Plans' are not to be confused with 'Warranties', please refer to section 18.6 for details pertaining to a vehicle warranty.

18.6 Warranty / Guarantee

18.6.1 All vehicles supplied in terms of this contract are required to have a warranty / guarantee which is to be effective on the date that the end-user takes possession of the vehicle. The warranty / guarantee must be valid in accordance with the manufacturing standards of vehicle as stated by

the vehicle manufacturer. Full details of the vehicle warranties / guaranties must be attached as an addendum to the bid documents.

18.6.2 The supplier guarantees that the items supplied under the contract are new and unused. Furthermore, the insurance of items against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery will be the responsibility of the supplier.

18.6.3 Any damaged items as a result of manufacture or acquisition, transportation, storage and delivery must be replaced with new and unused items. Repair to damaged items will not be accepted.

18.7 Technical Assistance

18.7.1 End users to the contract may require clarity or technical assistance in terms of whether a certain item is covered by the warrantee. Each bidder must submit the contact details of dedicated individuals to assist the end user in resolving such matters as an addendum to the bid document.

18.7.2 Bidders must be able to assist in the management of the relationship between the dealership and the end user departments. This may include the registration on the supplier database of the end user department or the RT46 service provider and the registering of the end user department as a client on the database of the dealership.

18.7.3 The bidder must supply information on the process as to avail a technically qualified individual within 5 days to assist in resolving any disputes related to the vehicle, the fitment of any accessories or conversion thereof during the contract period.

18.7.4 The bidder will be required to submit the call centre number to be used by any end users for any technical queries.

18.8 Standard or Factory Fitted Optional Extras

18.8.1 Bidders may offer optional extras, e.g. air conditioners, alarms, immobilisers, etc., on the relevant response field on the “Pricing Schedule and Item Questionnaire” provided per item. These optional extras will be offered for both Subsidised and General Purpose Vehicle purchasers and will be subject to approval by the responsible Accounting Officers.

18.8.2 Should an end-user wish to purchase a General Purpose Vehicle from a Subsidised Vehicle category, they are required to formally apply, and obtain, written approval, from National Treasury: Contract Management.

18.8.3 Optional extras not offered on the contract will be for the cost of the end-user and should be dealt with outside this contact.

18.9 Vehicle Conversions

18.9.1 The State requires that all conversions must be done by manufacturer approved converters. Bidders must ensure that there is an adequate number of approved converters in provinces where work will be undertaken. A list of all approved converters and the type of conversions they are approved for, needs to be submitted as part of the tender document.

18.9.2 End- user departments can make a formal request to a manufacturer to increase the number of approved converters within a specific geographical area, should it be required due to the volumes of vehicles that needs to be converted and to reduce delays.

18.9.3 Conversions to, amongst others, ambulances, rescue vehicles, disaster busses, incident command vehicles, forensic pathology, mobile clinics and planned patient transport vehicles, must adhere to the national conversions technical specifications as supplied as part of bid RT57/2015.

18.9.4 A conversion will only deemed to be a complete product (vehicle) once the following documentation has been supplied to the end-user department:

- Body builders certificate
- Weigh bridge certificate
- (Mass Measuring Certificate) Builders Certificate of Compliance from Body Builder in accordance with the National Road Traffic Act, Act no 93 of 1996 as amended.
- Road Worthy Certificate
- Registration Certificate RCI
- NRCS (SABS) National Regulator for compulsory Specifications print out (E91) NRW certificate of Roadworthiness
- Quality control certificate/Quality control report.

18.9.5 Bidders must indicate the delivery period for the base vehicle as well as the additional delivery period applicable in respect of the conversions. The indicated delivery periods may not be exceeded.

18.9.6 Converters as appointed by the contractor will have a maximum of 6 weeks to deliver a prototype on any new conversion.

18.9.7 All paperwork supplied to the State upon delivery of the vehicle, will need to correspond to the actual vehicle.

18.9.8 The bidder must as part of the bid response, provide the capacity and the delivery rate from the converter to timeously convert vehicles.

18.9.9 The successful supplier will have to provide a structural warrantee on the vehicle conversion that is at least equal to the warrantee of the vehicle.

18.9.10 Conversions, whether local or fully imported must carry a conversion warrantee, including accessories, design, structure, material and workmanship on material defects of at least 36 months. Any warrantee repairs must be done in the province where the vehicle is deployed.

18.9.11 The bidder needs to provide a quality control report or quality control certificate with regard to the workmanship on conversions.

18.9.12 All vehicles that requires road worthy certificates must be delivered with the road worthy documents, irrespective of being converted or not as well as all requirements for the vehicles in terms of the Road Traffic Act, such as conspicuity tape, speed limit sticker, fire extinguisher, seating capacity indicators, emergency exit signs.

18.9.13 Failure to deliver a converted vehicle or a vehicle as specified in the Road Traffic Act with the specified documentation will be deemed an incomplete product and will only be paid for by the end user department once the correct documentation is received.

18.9.14 This will include

18.9.14.1 A goods vehicle, the gross vehicle mass of which exceeds 3500kg

18.9.14.2 A breakdown vehicle

18.9.14.3 A bus

18.9.14.4 A mini bus where, the gorss vehicle mass of which exceeds 3500kg or which is designed or adapted for the conveyance of 12 or more passengers, including the driver.

18.9.14.5 A motor vehicle used for the conveyance of persons for reward.

18.10 Specifications and Drawings

18.10.1 Specifications and drawings of requirements are attached as part of the bid document.

18.10.2 Any deviation from the specifications in respect of conversions must be submitted to the end-user for prior written approval.

18.11 Spare Parts

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

18.12 Manuals

18.12.1 Vehicle manufacturers must provide an owner's manual and service schedule as a standard at no additional cost with all vehicles.

18.12.2 Vehicle manufacturers must provide, upon request, and at a cost quoted by the manufacturers at the time of the request, copies of:

- The appropriate workshop manual, with all subsequent issues of amendments, service bulletins, etc.
- The relevant spare parts price list with all subsequent amendments.
- The relevant lubrication chart in respect of each model offered.
- A schedule containing full details of the normal PDI / PDS per model.

18.12.3 These documents are to be supplied in English, and should be available in electronic and/or printed media.

18.13 Colour Choices

18.13.1 Purchasers of Subsidised and General Purpose Vehicles must choose their vehicle colour from the standard range of paint colours offered by the manufacturer. The manufacturer is obliged to supply the colour of choice, provided that the colour is one from the standard range of paint colours as offered by the manufacturer for that item.

18.13.2 Once the order has been placed with the suppliers, colour choice is not subject to change by the end-user, or supplier.

18.13.3 Subsidised Vehicle purchasers, who choose colours that fall outside of the standard range of colours, and that has additional cost implications, will bear such cost differences.

18.13.4 General Purpose Vehicle purchasers will not be permitted to choose colours that fall outside of the standard range of colours and that have additional cost implications.

18.14 Model Changes

18.14.1 Any known model changes / enhancements may be stipulated by bidders in the bid responses, and accommodated in the item's price stipulated up front in the "Pricing Schedule and Item Questionnaire". Thus, price changes due to model changes / enhancements will not be accepted post the award of the contract.

18.14.2 Should a vehicle model or shape change (or facelift) the new model should either be offered under the same price as the previous model or as a separate item. When offering it as a separate item, the bidder must indicate the date at which the model change will become effective as well as the date when the old model will no longer be available. This excludes the provision of the resubmission of vehicle models and pricing for the second year of the contract. (1 April 2016 to 31 March 2017)

18.14.3 Unforeseen model changes / enhancements that occur post contract award must be formally communicated in writing to the National Treasury: Contract Management and the National Department of Transport. These model changes / enhancements should be offered to the State at no additional cost. Should the supplier not agree to offer the model changes / enhancements to

the State at no additional cost, the supplier's item maybe at risk of forfeiting possible orders for such items.

18.14.4 Model changes / enhancements that are offered to the State at no additional cost must remain within the same vehicle category as the original item offered.

18.15 Mobile Service Units

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

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

18.16 Other Requirements

18.16.1 Vehicle tools required to be supplied with the vehicle shall consists of at least a suitable jack handle, wheel nut spanner and emergency warning signs (triangle).

18.16.2 A spare wheel must be supplied with the provision to permanently mount the spare wheel on the vehicle if provision thereof is not made in the design of the vehicle

18.16.3 All vehicles must be supplied with front and rear backing plates for number plates.

19. LOCAL PRODUCTION AND CONTENT

19.1 Regulation 9 of the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 provides for the designation of sectors in line with national development and industrial policies for local production.

19.2 To give effect to the above requirement the Bus sector has been designated for local production and content with a threshold of between 70% - 80%.Only locally produced or locally manufactured Buses/Bus bodies with a local content of between 70% - 80% from local raw material or input will therefore be considered.

19.3 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content. The technical specification and the Guidance on the calculation of local content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all bidders on the dti's website http://www.dti.gov.za/industrial_development/ip.jsp at no cost.

19.4 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula:

$$LC = (1 - X/Y) * 100$$

Where

X is the imported content in Rand

Y is the bid price in Rand excluding value added tax (VAT)

19.5 Prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.

19.6 The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, signed and submitted with the bidding documents at the closing date and time of the bid. The rates of exchange used by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy against the requirements of paragraph 19.4 above.

19.7 A bid may be disqualified if the above-mentioned Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation, and the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

19.8 A contract awarded in relation to a designated sector, may not be sub-contracted in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

20. PRICING STRUCTURE

20.1 All prices must be furnished in RSA currency, including VAT.

20.2 Where any item or part thereof is imported, the rate of exchange issued by the Reserve Bank on 5 December 2014 must be used to convert the imported portion of the price to RSA currency.

20.3 Bid prices must include the following:

- Pre-delivery Inspection (PDI) / Pre-delivery Service (PDS),
- Emission Tax
- Micro Dotting as per SANS specifications

  Fuel to a minimum value of – (Including the slip of the fuel disbursed)

  - R250 on all sedans and LDV's;
  - R400 for trucks and busses (25 seater and up)
  - R100 for motor cycles.

20.4 Where an item is available in different model variations, and the bidder wishes to offer all the model variations in the same category, the bidder is requested to complete a separate 'Pricing Schedule and Item Questionnaire" for each model variation. It is required that each separate "Pricing Schedule and Item Questionnaire" is completed in full, failing which the offer for such item may be disregarded. These models should correspond to the offers within the market or a specified government specification and should not be a combination of accessories to increase the number of offering.

20.5 Discounts offered will not be taken into consideration during evaluation.

20.6 Bid prices must include all items that are compulsory with the procurement of the vehicle such as a compulsory maintenance or service plan.

20.7 Bid prices must exclude "Delivery Charges". These charges are to be submitted as an addendum to the bid document.

21. CONTRACT PRICE ADJUSTMENTS

21.1 Prices submitted for this bid will be subject to price adjustments to the fluctuation in the rate of exchange on a tri-annual basis.

21.2 The Rate of exchange as at 12 noon on 5 December 2014 will serve as the base rate for the calculation of contract price adjustments. The currency used, i.e. USD, Yen, Pound Sterling, Euro, must be indicated in the space provided on the "Pricing Schedule and Item Questionnaire".

21.3 No rate of exchange currencies other than those specified above will be considered.

21.4 Contract price adjustments due to rate of exchange variations will be calculated by National Treasury Contract Management using the average exchange rates as published by the Reserve Bank for the periods indicated hereunder:

Dates on which National Treasury will calculate the adjustments applicable	Average rates for the period:	Dates from which new calculated prices will become effective	Dates until which new calculated price will be effective
6 March 2015	1 December 2014 - 28 February 2015	1 April 2015	30 June 2015
5 June 2015	1 March 2015 - 29 May 2015	1 July 2015	30 September 2015
4 September 2015	1 June 2015 31 August 2015	1 October 2015	31 December 2015
4 December 2015	1 September 2015 - 30 November 2015	1 January 2016	31 March 2016

21.5 Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website).

21.6 The adjusted prices will be electronically communicated to all relevant parties. Prices will remain valid until the new updated pricing are issued by National Treasury.

21.7 The Price Adjustments will be implemented, regardless of whether or not the end-users and/or suppliers have received the communication from the National Treasury, Contract Management.

21.8 Bidders must indicate the import portion of the item's price in the space provided on the "Pricing Schedule and Item Questionnaire". Price adjustments will only be calculated on the imported portion of the item's price.

21.9 Bidders are referred to paragraph 9 of the Special Conditions regarding counter conditions.

22. DELIVERY AND QUANTITIES

22.1 Delivery periods and Delivery Rates

22.1.1 Firm Delivery periods (in calendar days) and Delivery Rates must be quoted for the duration of the contract period. Suppliers are required to submit the shortest possible delivery period (in calendar days).The Delivery Periods and Delivery Rates must be indicated in the space provided on the "Pricing Schedule and Item Questionnaire".

22.1.2 In the event that a vehicle is converted, the bidders must also indicate the additional delivery period applicable in respect of the conversions. The indicated delivery periods may not be exceeded.

22.2 Quantities

22.2.1 The quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity which will be procured during the contract period.

22.2.2 The quantity indicated against each item represents the total estimated off-take of all participating departments.

SECTION C

23. ROLES AND RESPONSIBILITIES

23.1 Contract Administration

23.1.1 The administration and facilitation of the contract will be the responsibility of National Treasury: Contract Management and all correspondence in this regard must be directed to the following address:

The Chief Directorate: Contract Management,
National Treasury,
Private Bag X115,
Pretoria,
0001

23.1.2 Suppliers must advise the Chief Directorate: Contract Management, National Treasury 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.

23.2 Supplier Performance Management

23.2.1 Supplier performance management will be the responsibility of end-user departments.

23.2.2 Where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, National Treasury: Contract Management must be informed for corrective action.

23.3 Placement of Orders and Payments

23.3.1 Suppliers should note that each individual participating department / institution is responsible for generating the orders as well as the payments thereof

24. ORDERS

24.1 General

24.1.1 Suppliers should note that the orders will be placed as and when required during the contract period and delivery points will be specified by the relevant participating department / institution.

24.1.2 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the supplier deviate from the orders issued by the participating department / institution.

24.1.3 The State is under no obligation to accept any quantity which is in excess of the ordered quantity.

24.2 Ordering Procedure for General Purpose Vehicles

24.2.1 Prior to placing a formal order with a supplier, the participating department / institution will submit a pre-order letter to the first ranked supplier stipulating the details of the intended order. The supplier will be allowed a maximum of five (5) working days to formally respond to the pre-order letter, indicating how the requirements of the order will be fulfilled. The supplier must indicate whether the order will be fulfilled in full, partially fulfilled or completely declined.

24.2.2 In the event that the participating department / institution do not receive the written response on the pre-order letter within 5 working days, the purchaser will be allowed to engage with the next highest ranked supplier.

24.2.3 Should the supplier respond with a partial acceptance or decline the request, the next highest ranked supplier on the list for that specific vehicle category must be contacted to supply the balance or full requirement.

24.2.4 The participating department / institution may not enter into discussions to purchase vehicles from the 2nd supplier without confirmation and agreement from the original supplier to do so. Similarly, the participating department / institution may not enter into discussions to purchase vehicles from the next ranked supplier without confirmation and agreement from the aforementioned supplier to do so, and so forth.

24.2.5 The purchasing institution must place the formal order within 5 working days from receiving the written response from the supplier(s).

24.2.6 The State reserves the right to apply the following ordering principles, where:

- The base vehicle price plus additional accessories as required by the end user department exceed that of the lower ranked vehicle that has all the accessories fitted as standard. The end user department may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- A supplier does not have representation (dealership) within a specific geographical area where the vehicle will be in operation/based .The end user department may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- A dealership within a specific area does not want to register on the database of the department or on that of the RT46 service provider.

- An end user department requires to purchase a bus that is built on a bus chassis instead of a truck chassis or vice versa .The end user department may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- Vehicles purchased for Political Office Bearers as defined in the Ministerial Handbook as well as for Judges as defined in the Judges Handbook or for the use by Political Office Bearers and Judges as a vehicle in a pool. The end user department may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.

- A specific type of vehicle can be purchased for individuals directly linked to the Political Office Bearer or for the use in a designated convoy for protection purpose. The end user department may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- If the higher ranked vehicle (lower on price) is not suitable for the required application of the vehicle, such as a two door vehicle, where a four door is required or a low roof vehicle, where a high roof is required The end user department may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- A vehicle awarded with a higher ranking will not be available for the full contract period.. The end user department may purchase the lower ranked vehicle meeting the minimum requirements of the end user department.
- Purchase the most appropriate and most cost effective vehicle for the purpose. This includes vehicles for specialized operations (covert and non-covert) .
- To procure any VIP vehicle through a dealership, should the vehicle not be delivered within the time frames submitted as part of this tender.
- A department will have the option to levy a penalty on an OEM if the OEM notifies the end user departments that the ordered vehicle cannot be delivered at any date later than the initial delivery period. The penalty will be calculated from the date of the order being placed to the date that the OEM notifies the end user department that the vehicle cannot be delivered. The end user department will have the option not to purchase from the said supplier for the duration of the contract.

24.3 Ordering Procedure for Subsidised Vehicles

24.3.1 Purchasers of Subsidised Vehicles are not required to follow the General Purpose Vehicle ordering procedure described above.

24.3.2 Subsidised Vehicle purchasers will be required to follow internal departmental procedures to obtain approval for the purchase of subsidised vehicles.

24.3.3 Upon approval for purchase, subsidised users will be restricted to those items allocated as Subsidised Vehicles. The actual vehicle order will be placed by the finance service provider appointed in terms of Contact RT68.

24.3.4 In order to reduce the re-allocation of subsidized vehicles, suppliers are required to verify the delivery of the vehicle to the identified official with the RT68 service provider, prior to dispatching the vehicle to the nominated dealership.

24.3.5 The appointed RT57 supplier in conjunction with the finance service provider appointed in terms of contract RT68 may be required to reallocate subsidised vehicles in cases where officials cannot take delivery of vehicles due to death, resignations and change in the credit profile of the official.

25. PRE-DELIVERY INSPECTION / SERVICE

25.1 All Pre-delivery Inspection (PDI) / Service (PDS) costs must be included in the bid price of the vehicle.

25.2 A schedule containing the full details of the typical PDI / PDS for the relevant model must be supplied on request.

26. DELIVERY

26.1 Delivery can only commence upon receipt of an original signed order form from the relevant participating department / institution.

26.2 For subsidised vehicles, the supplier must confirm availability and delivery date of vehicles to the participating department / institution and the finance contract service provider.

26.3 Delivery of vehicles must be made in accordance with the instructions appearing on the official order forms issued by participating departments / institutions.

26.4 All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.

26.5 Deliveries not complying with the order forms will be returned to the supplier at the supplier's expense.

26.6 Vehicles ordered must be collected within 5 working days from date of notification by the dealership.

26.7 Late deliveries must be reported to National Treasury: Contract Management.

26.8 The end user must be informed if the ordered vehicle is damaged while in transport. The end user retains the right to take delivery or refuse to take delivery of the vehicle once it was damaged.

26.9 Hand-over training or vehicle orientation is required when vehicles are delivered,

27. PAYMENT

27.1 All invoices should be delivered / posted to reach the participating department / institution that placed the order timely. The invoices should be original and complete with all particulars such as order numbers and accompanied by a proof of delivery.

27.2 The supplier shall furnish the participating department / institution with an invoice accompanied by the Proof of Delivery (POD) note upon fulfilment of the order.

27.3 The invoice must be compiled in a manner that is specified per item that will allow end user departments to confirm the relevant items on invoice to that offered in the contract.

27.4 Where the vehicle is delivered at a date later than the expiry date of the contract, the pricing of the vehicle as accepted on the new contract will be applicable. In the event that the vehicle is not accepted on the new contract, the last available contract price shall be applied for the delivery period not exceeding a maximum of 120 days. Should the maximum period be exceeded, the end user must either cancel the vehicle order or negotiate an adjusted price with the supplier.

27.5 The participating department / institution shall make payments to the supplier within thirty (30) days from date of the POD or invoice date whichever is later.

27.6 For Subsidised vehicles, the finance service provider shall make payment to the supplier within thirty (30) days upon receipt of a statement reflecting all delivered and accepted vehicles.

27.7 End-users are not permitted to avoid acceptance of vehicle deliveries in order to delay payment. Late payments must be reported to National Treasury: Contract Management.

28. POST AWARD REPORTING

28.1 Weekly reporting

All successful bidders are required to provide weekly progress and delivery reports to the Finance Service provider appointed in terms of contract RT68RT68 to assist in streamlining the vehicle delivery process to the relevant individual

28.2 Historical Data

28.2.1 All successful bidders are required to submit historical value and volume reports via e-mail on a three (3) monthly basis to:

Contract Management, National Treasury:

- Carlo Raffanti (carlo.raffanti@treasury.gov.za)
- Mthokozisi Ngcobo (mthokozisi.ngcobo@treasury.gov.za)

National Department of Transport

Andries Schoeman (Schoemaa@dot.gov.za)
Mlungisi Maphanga (Maphanga@dot.gov.za)

28.2.2 Reports will need to include the following information:

28.2.2.1 Number of vehicles delivered

28.2.2.2 Total rand value of all vehicles delivered

28.2.2.3 Breakdown in vehicle type delivered

28.2.2.4 Breakdown in vehicle make and models delivered

28.2.2.5 Converted vehicles

28.2.2.6 BBBEE reporting on converters utilized

28.2.2.7 The amount spend per converter

28.2.2.8 Number of vehicles delivered within the required delivery period

28.2.2.9 Number of vehicles delivered outside of the required delivery period.

END