Great North Transport (SOC) Ltd

Terms of Reference

Subcontracting of GNT Passenger Transport Services to Local Operators

Sekhukhune District

Tender number GNT/SUBCONTRACTING/10/2026-2027

Closing date and time

Tuesday, 15 December 2026 at 11h00 SAST

Bid submission address

Great North Transport (SOC) Ltd
130A Marshall Street, Polokwane, 0699

Non-compulsory briefing session

Monday, 23 November 2026 at 10h00 SAST

Online via Microsoft Teams

Join the Microsoft Teams briefing

Meeting ID 396 672 288 449 223 0

Passcode V3KF7xH7

1. BACKGROUND

Great North Transport (GNT) is a public passenger transport operator providing scheduled bus services in Limpopo Province.

In terms of the negotiated contract concluded between GNT and the Limpopo Department of Transport and Community Safety (DTCS), GNT is required to subcontract **30% of the applicable contracted passenger transport services/routes** to qualifying local operators, subject to the terms and conditions of the negotiated contract and applicable regulatory requirements.

The subcontracting initiative is intended to support the participation and development of small and local public transport operators,including qualifying operators contemplated in section 41(1)(b) of the National Land Transport Act, 2009 (Act 5 of 2009) (NLTA), by providing opportunities to participate in the delivery of contracted public passenger transport services.

GNT therefore intends to identify and appoint suitably qualified local operators in the Sekhukhune area to provide the identified subcontracted services. The initial operational requirement is for up to twenty (20) buses, subject to the final route, timetable and operational requirements determined by GNT.

The requirement for up to twenty (20) buses is an initial operational requirement and does not constitute the full or fixed measure of GNT's 30% subcontracting obligation.

The applicable GNT–DTCS negotiated contract and relevant route, timetable and remuneration schedules form govern the subcontracted services. The 90% collective and 10% independent allocation applies to the estimated value of the subcontracted services offered under this procurement, calculated using the applicable contract schedules over a common period.

2. PURPOSE

The purpose of this procurement is to identify and appoint suitably qualified **small and local public transport operators in Sekhukhune** to participate in the delivery of the applicable GNT contracted passenger transport services through the subcontracting arrangement.

The appointed subcontractor(s) will be required to provide safe, reliable and compliant passenger transport services in accordance with the routes and timetables allocated by GNT, the applicable GNT-DTCS negotiated contract, the subcontracting agreement, the Service Level Agreement (SLA) and applicable regulatory requirements.

3. SCOPE OF SERVICES

The appointed subcontractor(s) will be required to provide passenger transport services on routes and according to timetables allocated by GNT.

The services will include, but will not necessarily be limited to:

1. Operating the passenger transport routes and scheduled services allocated by GNT.

2. Providing sufficient compliant buses for the allocated services.

3. Providing suitably qualified and appropriately licensed drivers and other operational personnel required for service delivery.

4. Ensuring the availability, roadworthiness and proper maintenance of all buses deployed.

5. Providing fuel and other operational inputs required for service delivery.

6. Undertaking repairs and maintenance of the subcontractor's buses.

7. Complying with applicable ticketing, electronic fare verification (EFVE), monitoring and reporting systems required by GNT.

8. Maintaining accurate operational, passenger, vehicle, trip and other records required by GNT.

9. Providing information and documentation required for invoicing, claims and operational reconciliation, where applicable.

10. Complying with GNT's safety, operational and service standards.

11. Complying with applicable legislation, regulatory requirements and conditions of the relevant operating licences.

12. Maintaining the required GNT service identity and branding where prescribed by GNT.

13. Participating in inspections, monitoring, meetings and performance reviews conducted by GNT.

14. Complying with the requirements of the applicable GNT-DTCS negotiated contract insofar as they relate to the subcontracted services.

Where GNT makes certain facilities, systems or resources available to subcontractors, such access will be subject to availability, GNT approval and applicable conditions and will not create an automatic entitlement to GNT facilities or resources.

4. CONTRACT PERIOD

The subcontract agreement will be aligned to the duration of the applicable **GNT-DTCS negotiated contract**.

The commencement and expiry dates of each subcontract will be determined by GNT and will be subject to the commencement and continued validity of the relevant GNT contracted services.

Where the GNT-DTCS negotiated contract is amended, extended, varied, suspended or terminated, GNT may review, amend or terminate the corresponding subcontract arrangement, subject to the applicable contractual provisions.

No subcontractor will have an entitlement to continue providing services beyond the period for which GNT is authorised or contracted to provide the relevant services, unless otherwise approved by the relevant authority and GNT.

5. AREA OF OPERATION

The services covered by this procurement will be provided within the **Sekhukhune area of Limpopo Province**, on routes and services identified and allocated by GNT.

6. ELIGIBILITY REQUIREMENTS

The prospective subcontractor must meet the applicable requirements for participation in the subcontracting arrangement.

In accordance with section 41(1)(b) of the NLTA, the prospective subcontractor must be a **small business or a person previously disadvantaged by unfair discrimination**, where applicable.

Eligible prospective subcontractors may include:

a) persons operating informal businesses within the transport industry;
b) a group of operators who are holders of valid operating licences in the area within which the subcontracting is to occur; and
c) other qualifying small or previously disadvantaged public transport operators meeting the applicable requirements of the NLTA and this ToR.

The prospective subcontractor must:

1. Be an existing public transport operator or demonstrate lawful and adequate capacity to provide the proposed services.
2. Operate within or have an established operational presence in the Sekhukhune area.
3. Hold valid operating licenses applicable to the services/routes for which the operator is proposed.
4. Have access to sufficient compliant buses for the services to be allocated.
5. Have adequate operational and management capacity.
6. Comply with applicable transport, safety and regulatory requirements.
7. Meet the mandatory administrative and statutory requirements contained in this ToR.

Where a bid is submitted by a group of operators, all participating operators must be identified and the relevant supporting documentation, including operating licences, must be submitted.

The group must also provide an agreement or other appropriate documentation confirming the relationship between the participating operators and their respective responsibilities.

To qualify as an existing affected local operator, an independent bidder or an underlying operator participating through a joint venture, consortium or member company must demonstrate that they were lawfully providing public transport services within the relevant affected operating area before the commencement date of the applicable GNT–DTCS negotiated contract and remain a current operator in that area.
Evidence must establish operations before that commencement date and current operations. The incorporation date of a joint venture or member company will not determine the underlying operator's eligibility. A company or collective arrangement established subsequently may participate where its underlying operators meet these requirements.

The existing requirement allowing an applicant merely to demonstrate capacity or an operational presence must be read subject to these existing-operator requirements. Capacity to deliver remains subject to section 9

7. EVALUATION PROCESS

GNT has set minimum standards (Stages) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Stage 1)	Technical Evaluation Criteria (Stage 2)	Local And Empowerment Considerations (Stage 3)
Bidders must submit all documents as outlined in paragraph 8 below. Only bidders that comply with ALL these criteria will proceed to Stage 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Stage 3	Bidder(s) will be evaluated on Local and Empowerment considerations goals claimed points

8. MANDATORY RETURNABLE DOCUMENTS

Bidders must submit all documents identified below as mandatory returnable requirements by the closing date and time.

Failure to submit any mandatory returnable requirement will result in disqualification of the bid, and the bidder will not proceed to the functionality evaluation stage. Where a document is required to be valid, GNT will verify its validity as part of the compliance assessment.

No.	Mandatory Requirement	Bidder Confirmation	Page Reference
1.	Proof of the bidder's legal status, including registration or identity documents. For collective bids, include registration and ownership/member details of each participating company showing its relationship with the operators represented	Yes / No	
2.	Valid operating licence(s), together with evidence of lawful operations in the affected area before commencement of the applicable GNT–DTCS contract and current operations (01 April 2025). For collective bids, provide this evidence for each underlying operator claimed as a beneficiary.	Yes / No	
3.	Proof of residence, business address or operating base within the Sekhukhune area.	Yes / No	
4.	Resolution or equivalent authorisation confirming the authority of the person submitting the bid. For collective bids, include each participating company's authorisation to participate and appoint its representative to sign the collective agreement.	Yes / No	

5.	Signed JV, consortium or group operator agreement, where applicable, identifying all parties, participation shares, decision-making rights, operational responsibilities and financial arrangements	Yes / No	
6.	Completed and signed compulsory bid forms and declarations specified in the bid document.	Yes / No	
7.	Fleet schedule indicating the buses available for the proposed subcontracting services, supported by the required vehicle documentation.	Yes / No	
8.	Signed acceptance of the applicable remuneration schedule and contractual terms governing the subcontracted services., where applicable.	Yes / No	
9.	For collective bids: signed member-benefit arrangements establishing the underlying operators' economic entitlements and explaining how proceeds will be distributed through participating companies, including operating payments, management fees, deductions and profit distributions. These arrangements may form part of the agreements submitted under item 5.	Yes / No	
10.	For collective bids: register of underlying participating operators showing names, identity/company numbers, operating licences, affected routes and the company through which each participates, supported by signed consent from each operator.	Yes / No	

9. FUNCTIONALITY EVALUATION

9.1. General

- Functionality will be evaluated to determine whether the bidder possesses the operational capacity and resources necessary to provide reliable passenger transport services.
- Only bidders that meet all mandatory requirements will proceed to the functionality evaluation stage.
- Functionality will be evaluated out of **100 points**. A minimum threshold of **70 points out of 100** will apply.
- Bidders who obtain less than 70 points will not proceed to the next stage of the evaluation. Only
- information supported by the required documentary evidence will be considered for scoring.

9.2. Functionality Criteria

No.	Functionality Criteria	Maximum Points
1.	Relevant passenger transport experience	20
2.	Fleet capacity and availability	25
3.	Fleet condition and maintenance	20
4.	Operational capacity and personnel	20
5.	Safety and regulatory compliance	15
Total		**100**

9.2.1. Relevant Passenger Transport Experience – 20 Points

Experience	Points

No relevant experience	0
Less than 1 year	5
1–3 years	10
More than 3–5 years	15
More than 5 years	20

Means of Verification: Bidder profile, confirming public passenger transport experience.

9.2.2. Fleet Capacity and Availability – 25 Points

Available Buses	**Points**
1–2 buses	5
3–5 buses	10
6–9 buses	15
10–14 buses	20
15 or more buses	25

Means of Verification: Fleet schedule supported by vehicle ownership documents, signed lease agreements or if purchase in progress, written supplier commitments confirming the number of buses secured and their availability before subcontract implementation.

9.2.3. Fleet Condition and Maintenance – 20 Points

Evidence	**Points**
No evidence of maintenance arrangements	0
Basic maintenance arrangements provided	10
Documented maintenance arrangements and maintenance records provided	20

Means of Verification: Signed Maintenance plan with OEMs or extended maintenance plan with accredited dealers / maintenance records/ service records /maintenance arrangement.

9.2.4. Operational Capacity and Personnel – 20 Points

Evidence	**Points**
No evidence of operational capacity/personnel	0
Basic operational arrangements and personnel identified	10
Adequate operational structure, personnel and arrangements demonstrated	20

Means of Verification: Organisational structure and list of key personnel and driver information and operational plan.

9.2.5. Safety and Regulatory Compliance – 15 Points

Evidence	**Points**
No adequate evidence provided	0
Basic safety and compliance arrangements Demonstrated	8
Comprehensive safety and regulatory compliance arrangements demonstrated	15

Means of Verification: Safety policy and procedures and compliance records (COFs) and driver compliance documentation (Driver's licence and PDP).

10. LOCAL AND EMPOWERMENT CONSIDERATIONS

10.1 Only bidders meeting the mandatory requirements and achieving the minimum functionality threshold of 70 points will proceed to the allocation assessment and bid awarded based on the assessment rating.

10.2 Of the services identified for subcontracting under this procurement, ninety per cent (90%) of the estimated value will be allocated to qualifying collective arrangements, while ten per cent (10%) will be allocated through smaller packages to qualifying independent existing local operators. This allocation represents the distribution of the services offered for subcontracting and does not replace GNT's obligation to subcontract 30% of the applicable contracted passenger transport services under the GNT–DTCS contract.

10.3 Collective arrangements may comprise companies representing members of local public transport associations, joined through a signed JV, consortium or equivalent agreement. No particular association or fixed number of associations is prescribed.

10.4 The collective agreement must identify all parties, authorised representatives, participation shares, voting and decision-making rights, management arrangements, service responsibilities and financial arrangements. Company participation shares may be equal or otherwise agreed.

10.5 Each company must establish its relationship with the underlying operators through the evidence required in section 8. Each claimed operator must meet section 6, consent to participation and hold an enforceable economic entitlement through the company and collective arrangement.

10.6 Financial arrangements must distinguish operating payments for buses and other resources from distributable profits. Management fees, deductions, distribution rights and reporting obligations must be disclosed. Association membership or endorsement alone does not establish a qualifying beneficiary.

10.7 To qualify for inclusion in a collective bid, an underlying operator must have been in operation before commencement of the applicable GNT–DTCS contract and must currently operate in the affected area. The operator's identity, historical and current operations, signed consent to participate, and economic entitlement under the collective bid must be verified. Collective bidders with verified joint venture or company arrangements shall be ranked according to the number of distinct verified qualifying operators who will benefit, with the highest number ranked first. Each qualifying operator shall be counted only once within the collective bid.

10.8 Each underlying operator shall be counted once within a bid. Repeated records and multiple entities controlled by the same operator must not inflate beneficiary counts. Bidders must disclose cross-bid operator commitments, and any resources proposed for use in more than one bid. Resources must not be double allocated.

10.9 Equal collective beneficiary counts will be resolved using the higher functionality total. If still equal, ranking will be determined through a witnessed drawing of lots.

10.10 Qualifying independent operators will be ranked by functionality total. Equal totals will be resolved using the higher passenger transport experience score, followed, if still equal, by a witnessed drawing of lots.
10.11 A bidder may apply in one allocation category only. Participation as an independent bidder and as an underlying beneficiary of a collective bid must be disclosed and resolved before recommendation to avoid duplicate participation across categories.

11. SITE AND VEHICLE INSPECTION

GNT may conduct a physical inspection of suitable bidders before final appointment.

The inspection shall be used primarily to verify the information submitted and confirm readiness to provide the services.

The inspection may include verification of:

a) physical existence of proposed buses;
b) registration numbers;
c) ownership or lawful access;
d) vehicle age;
e) Certificate of Fitness/roadworthiness;
f) general mechanical condition;
g) tyres;
h) lights;

i) emergency equipment;
j) passenger seating and interior condition;
k) accessibility arrangements;
l) maintenance records;
m) depot or parking arrangements;
n) operational personnel; and
o) other requirements necessary for safe and reliable service delivery.

Where material discrepancies are identified between the bid submission and the physical inspection, GNT may take appropriate action in accordance with its procurement processes.

12. ROUTE AND BUS ALLOCATION

12.1 Qualification through the evaluation process shall not create an automatic entitlement to a specific route, number of buses or contract value. GNT may appoint one or more successful subcontractors in accordance with the ranking and allocation rules in sections 10 and 12.

12.2 Ninety per cent of the estimated value of the subcontracted services offered under this procurement shall be allocated to qualifying collective arrangements, and ten per cent to qualifying independent existing local operators.

12.3 The 90/10 division shall be measured by estimated contract value over a common period, using the applicable GNT–DTCS negotiated contract and relevant schedules forming part of the bid documents. Route or bus count alone shall not determine the division where service values differ.

12.4 Collective service packages shall be allocated in ranking order, as determined under section 10, up to each

bidder's verified capacity to deliver the relevant services. Any remaining collective packages shall be considered

for allocation to the next-ranked suitable collective bidder.

12.5 Independent service packages shall be allocated in ranking order, as determined under section 10, with one suitable package per bidder in the first round. Any remaining independent packages shall be allocated through subsequent rounds in the same ranking order, subject to each bidder's verified capacity.

12.6 All allocations shall take into account:

a) the routes and services available for subcontracting;

b) the number of buses required;

c) the applicable timetables and service requirements;

d) operating licence requirements;

e) geographic location;

f) verified fleet availability and capacity;

g) operational capability and personnel;

h) vehicle inspection and operational readiness; and

i) the applicable GNT–DTCS contractual requirements.

No allocation shall exceed the bidder's verified capacity to deliver the allocated services.

12.7 An unallocated balance in either category shall not automatically transfer to the other category. GNT shall apply an expressly published fallback arrangement or re-invite the affected service packages through the applicable process.

13. The final route, service, bus and contract-value allocation shall be recorded in the subcontracting agreement or an approved schedule thereto.

14. COMMENCEMENT OF SERVICES

The successful subcontractor shall be required to commence operations within the period stipulated by GNT following:

a) approval of the subcontracting arrangement;

b) conclusion of the subcontracting agreement and SLA;

c) completion of the required vehicle/site inspection;

d) verification of operating licences and vehicle compliance; and

e) confirmation by GNT that the subcontractor is operationally ready.

15. SERVICE LEVEL AGREEMENT AND PERFORMANCE MANAGEMENT

The successful subcontractor shall be required to conclude a Service Level Agreement with GNT.

The SLA shall establish measurable service standards, including, where applicable:

Performance Area	**Measurement**
Scheduled trips	Percentage of scheduled trips completed
Vehicle availability	Percentage of required buses available
Punctuality	Percentage of trips operated within agreed tolerance
Route coverage	Percentage of allocated services operated
Vehicle compliance	Valid compliance documentation for all buses
Driver compliance	Valid licence/permit for all deployed drivers
Breakdowns	Number and frequency of operational breakdowns
Safety incidents	Reporting and management of incidents
Ticketing compliance	Compliance with prescribed ticketing system
Passenger complaints	Number and resolution within agreed period
Reporting	Timely submission of operational reports

The specific targets, reporting requirements, corrective measures and consequences of non-performance shall be included in the final SLA.

16. SUBCONTRACTOR OBLIGATIONS

The appointed subcontractor shall:

a) comply with the subcontracting agreement and SLA;
b) operate only within the routes and services allocated by GNT;
c) ensure continuous availability of the required buses;
d) maintain all vehicles in a safe and compliant condition;
e) ensure that drivers remain appropriately licensed and authorised;
f) maintain appropriate maintenance and operational records;
g) comply with GNT's safety and operational requirements;
h) report accidents, breakdowns and service interruptions;
i) comply with prescribed ticketing and monitoring systems;
j) comply with applicable passenger service requirements; and
k) comply with all applicable laws, regulations and instructions issued by the relevant authorities.

17. GNT'S RIGHTS

GNT reserves the right to:

a) appoint more than one subcontractor;
b) allocate different routes or portions of routes to different subcontractors;
c) determine the number of buses allocated to each subcontractor;
d) verify information submitted by bidders;
e) conduct vehicle, depot and site inspections;
f) verify operating licences and other regulatory information;
g) reject a vehicle that does not meet the applicable requirements;
h) require the replacement of a vehicle that becomes non-compliant during the contract period; i) amend bid conditions or specifications before the closing date in accordance with the applicable procurement requirements;
j) extend the closing date where permitted;
k) cancel or withdraw the procurement where justified in accordance with the applicable procurement framework; and
l) take any other action necessary to protect the continuity, safety and integrity of the contracted passenger transport service.

18. BID VALIDITY PERIOD

Bids shall remain valid for a period of **90 days** calculated from the closing date.

19. PREPARATION AND SUBMISSION OF BIDS

19.1. All documentation submitted in response to this bid must be in English.

19.2. The bidder shall bear all costs associated with the preparation and submission of the bid.

19.3. Bids submitted by companies must be signed by a duly authorised person. A company resolution authorising the submission of the bid must accompany the bid.

19.4. Bidders must ensure that all pages of the bid document are complete and properly submitted.

19.5. No bid received by email, facsimile, telegram, telex or any other unauthorised electronic means shall be considered.

19.6. Late bids shall not be considered.

19.7. Amended bids must be submitted in accordance with the prescribed bid submission requirements and clearly marked as an amendment to the original bid.

19.8. A person who has previously worked for GNT or LEDA may only participate in this procurement after the period prescribed by GNT's applicable procurement policy and procedures has elapsed following termination of the person's employment or contractual relationship.

20. SUBMISSION OF BIDS

Bids must be submitted as follows:

a) one original hard copy;
b) one duplicate hard copy; and
c) one electronic copy in PDF format on USB.

The bid must be submitted in a sealed envelope clearly marked:
GNT/SUBCONTRACTING/10/2026-2027 – SUBCONTRACTING OF GNT PASSENGER TRANSPORT ROUTES IN SEKHUKHUNE

The sealed envelope must be deposited in the bid box at:

Great North Transport (SOC) Ltd
130A Marshall Street
Polokwane
0699

Bidders are not permitted to submit bids at GNT regional offices.

The closing date and time stated in the bid document shall be strictly observed.

21. ENQUIRIES

All communication and enquiries relating to this bid must be submitted in writing to the designated GNT officials.

Administrative

Ms Brigitte Mokgabudi
Telephone: (083 279 1061)
Email: mokgabudib@gntpassenger.co.za

Administrative

Ms Lucy Mashapa
Telephone: (081 028 4133)
Email: mashapalm@gntpassenger.co.za

Technical

Ms LK Molewa
Telephone: (083 279 1061)
Email: molewal@gntpassenger.co.za

22. BIDDER UNDERTAKING

By submitting a bid, the bidder confirms that:

a) the information provided in the bid is true, accurate and complete;

b) the bidder is authorised to submit the bid;

c) the bidder has familiarised itself with the requirements of the procurement;

d) the buses proposed are available for deployment, subject to final allocation;

e) the bidder possesses or will maintain all licences, permits and compliance documentation required to perform the services;

f) the bidder has the capacity to provide the services allocated to it;

g) the bidder shall comply with GNT's operational, safety and performance requirements;

h) the bidder shall enter into the required subcontracting agreement and SLA if appointed; and

i) the bidder shall commence operations within the period stipulated by GNT once all contractual, regulatory and operational requirements have been satisfied.

23. IMPORTANT NOTICE TO BIDDERS

Submission of a bid does not constitute an entitlement to appointment.

Achievement of the minimum functionality score does not guarantee appointment, allocation of a particular route, allocation of a specific number of buses or any minimum contract value.

GNT may appoint one or more qualifying subcontractors based on its operational requirements and the applicable subcontracting obligation.

Final appointment and route allocation shall be subject to completion of all required verification, inspections, approvals and contractual arrangements.

SECTION 6 BIDDING DOCUMENTS

SBD 1 PART A INVITATION TO BID

You are hereby invited to bid for the requirements of Great North Transport (SOC) Ltd.

Bid number	GNT/SUBCONTRACTING/10/2026-2027
Closing date	15 December 2026
Closing time	11h00 SAST
Description	Subcontracting of GNT passenger transport services to local operators in Sekhukhune District
Bid response documents may be deposited in the bid box situated at	Great North Transport (SOC) Ltd, 130A Marshall Street, Polokwane, 0699

Enquiries

Bidding procedure enquiries may be directed to	Technical enquiries may be directed to
Contact person Brigitte Mokgabudi Telephone number 083 279 1061 Facsimile number _____ E-mail address mokgabudib@gntpassenger.co.za mashapalm@gntpassenger.co.za	Contact person Linky Molewa Telephone number 083 279 1041 Facsimile number _____ E-mail address Molewal@gntpassenger.co.za

Supplier information

Name of bidder	
Postal address	
Street address	
Telephone number (code and number)	
Cellphone number	
Facsimile number (code and number)	
Email address	
VAT registration number	
Tax Compliance Status system PIN or Central Supplier Database number (MAAA)	

Are you the accredited representative in South Africa for the goods, services or works offered?	☐ Yes ☐ No If yes, enclose proof.
Are you a foreign-based supplier for the goods, services or works offered?	☐ Yes ☐ No If yes, answer the questionnaire below.

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, it is not a requirement to register for a Tax Compliance Status system PIN code from the South African Revenue Service (SARS). If not registered, register as per paragraph 2.3 in Part B.

PART B
TERMS AND CONDITIONS FOR
BIDDING

1. BID SUBMISSION:
1.1.BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
HIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2BIDDERS 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.
2.3APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
) 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: ……..

Great North Transport (SOC) Ltd

BIDDER'S DISCLOSURE **SBD4**

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an

2.2 organ of state, as defined in section 239 of the Constitution? **YES/NO**

If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……

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

2.4.1

If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……..
Designation Name of bidder

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

"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.

"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

"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.

"Day" means calendar day.

"Delivery" means delivery in compliance of the conditions of the contract or order.

"Delivery ex stock" means immediate delivery directly from stock actually on hand.
"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.

"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

"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.

"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.

"GCC" means the General Conditions of Contract.

"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

"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.

"Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

"Order" means an official written order issued for the supply of goods or works or the rendering of a service.

"Project site," where applicable, means the place indicated in bidding documents.

"Purchaser" means the organization purchasing the goods.

"Republic" means the Republic of South Africa.

"SCC" means the Special Conditions of Contract.

"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

Application 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

General 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

Use of contract

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

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

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

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

documents and

information;

inspection.

Patentrights 6.1 The supplier shall indemnify the purchaser against all third-party claims of

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

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 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

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.

Performance

security

Inspections,

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

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

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

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

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

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

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

supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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.

tests and analyse

Packaging

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

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

Delivery and

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.

documents

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.

Insurance

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

Transportation

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

performance or supervision of on-site assembly and/or commissioning of the supplied goods;

furnishing of tools required for assembly and/or maintenance of the supplied goods;

furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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.

Incidental

services

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:

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

in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

Spare parts

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.

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

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

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

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

Payment

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.

Contracts

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.

Amendments

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.

Assignment

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

Subcontracts

Delays in the

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's

notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

supplier's

performance

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

Penalties

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

if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

if the Supplier fails to perform any other obligation(s) under the contract; or

if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

Termination

for default

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

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

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

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

the name and address of the supplier and / or person restricted by the purchaser;

the date of commencement of the restriction

the period of restriction; and

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.

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

Anti-dumping

and countervailing

duties and rights

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.

Force Majeure

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.

Termination for

Insolvency

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,

the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

the purchaser shall pay the supplier any monies due the supplier.

Settlement of Disputes

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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
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.

Limitation of liability

Governance language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

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.

Notices

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.

Taxes and duties

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

National Industrial Participation (NIP) Programme

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.

Prohibition of restrictive practices