RFB NUMBER:	**C-BRTA/HO/2026-2027/08**
DESCRIPTION/ PROJECT NAME:	**THE APPOINTMENT OF AN IMPLEMENTING PARTNER FOR THE CROSS-BORDER ROAD TRANSPORT INCUBATION STRATEGY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**
PUBLISH DATE:	**26 NOVEMBER 2026**
NON-COMPULSORY BRIEFING SESSION DATE	**07 DECEMBER 2026 @ 12H00** **Microsoft Teams meeting** **Join:** https://teams.microsoft.com/meet/3325137816846877?p=O4GKXCFdTAHPbyQaVU **Meeting ID: 332 513 781 684 687 7** **Passcode: BA9Du7Yu**
VALIDITY PERIOD:	**120 DAYS FROM CLOSING DATE**
CLOSING DATE:	**29 JANUARY 2027**
CLOSING TIME:	**11H00 am**
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	**CROSS BORDER ROAD TRANSPORT AGENCY** **350 WITCH-HAZEL AVENUE, ECO POINT OFFICE PARK, BLOCK A, ECO- PARK,** **CENTURION** **PRETORIA (Bid Box at Reception)** **NB: Bidders must ensure that they sign the register at reception when delivering their bids** **NB: Bidders are required to submit a soft copy of the proposal on a USB drive together with the original hard-copy tender document.**
ATTENTION:	**SUPPLY CHAIN MANAGEMENT**
TENDER ENQUIRIES	**All enquiries and technical questions relating to this tender may be submitted via email to tenders@C-BRTA.co.za .The closing date for submission of questions is on 22 January 2027 at 16h00.**

BIDDER NAME: _____

- Bidders should ensure that Bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.
- The C-BRTA reception is accessible from (07h30 to 16h00); 5 days a week (Monday to Friday).
- Bidders must ensure that they **sign the register** at the reception when delivering Bids.
- Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses.

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PART 1

1. Conditions and Undertakings by Bidder

- **The Bid forms should not be retyped, but photocopies may be prepared and used.**
    - However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
    - Black ink should be used when completing Bid documents.
    - Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. C-BRTA will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
    - I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to C-BRTA on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
    - I/We agree that the offer herein shall remain binding upon me/us and open for acceptance by C-BRTA during the validity period indicated and calculated from the closing hour and date of the Bid;
    - the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

- I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfillment of this contract.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	
Postal address (in block letters)	

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

……..

……

……

……

Telephone Number: ..... Fax Number: .....

Cell Number: ...…….

2. Bid Conditions

Bidders shall provide full and accurate answers to all questions posed in this document and are required to explicitly state either "Comply" or "Not Comply" or "Partial" (with a √)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

Bidders must specify whether they comply with all bid conditions indicated as follows.

- A **"√"** under "Comply" will be interpreted as full compliance / acceptance to the applicable paragraph.
- A **"√"** under "Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder does **not accept** the content of the applicable paragraph
- A **"√"** under "Partial" will be interpreted and evaluated objectively against explanations and supporting documentation accordingly. Note: **If PARTIAL is indicated as the level of compliance and NO supporting documentation is provided that clearly clarifies the Bidder/s position, the paragraph will be evaluated as "Non-Comply".**

The following bid conditions will govern the contract between the C-BRTA and the successful bidder:

Requirement	**Comply**	**Partial Comply**	**Not Comply**
3.1. Bidders are invited to offer the services or provide goods in accordance with the attached Specifications and the conditions within this document.			
3.2. Successful Bidder/s will be contracted to procure the Services for a period to be agreed after which C-BRTA reserves the right to review and extend the contract for further period/s at the C-BRTA discretion.			
3.3. The fees will be negotiated.			
Interpretation of requirements	**Comply**	**Partial Comply**	**Not Comply**
3.4. The Bidder/s shall accept C-BRTA interpretation of any specific requirement in the			

Requirement	Comply	Partial Comply	Not Comply
Bid documents or Specifications should there be a difference of interpretation between the Bidder/s and C-BRTA. Should any dispute arise as a result of this Bid and / or the subsequent contract, which cannot be settled to the mutual satisfaction of the Bidder/s and C-BRTA, it shall be dealt with in terms of General Conditions of Contract of this document.			
3.5. Should there be any discrepancies between the Bid conditions and any other documentation that forms part of this Bid, the Bid conditions shall take preference.			
Documentation	**Comply**	**Partial Comply**	**Not Comply**
3.6. Fully comprehensive service documentation shall be supplied in English by each Bidder, which shall explicitly and detail, describe the service/s offered. This documentation shall include sufficient detail to clearly give the reader a precise and unambiguous description of the service/s offered. Incomplete or incomprehensive service documentation will result in rejection of the offer.			
3.7. Bidder's name and address should clearly appear on the outside of Bid documents and on envelope.			
3..8. Acceptance of any Bids will only indicate, without any obligations on the part of either C-BRTA and/or a Bidder, the willingness of such parties to enter into negotiations, which may or may not result in a contract/order as the case may be.			

Requirement	Comply	Partial Comply	Not Comply
3.9. C-BRTA reserves the right to make a selection solely of the information received in the Bids or to negotiate further with one or more Bidder/s.			
3.10. The Bidder/s selected for further negotiations, if any, will be chosen on the basis of the greatest benefit to C-BRTA and not necessarily on the basis of lowest price or any other criteria.			
3.11. Should C-BRTA consider it necessary, the Bidder/s shall agree to an inspection of the resources and works of the Bidder, if so requires.			
3.12. Should C-BRTA consider it necessary, C-BRTA will visit the Bidder/s customer sites.			
3.13. C-BRTA reserves the right:			
3.13.1. to cancel this Bid at any time;			
3.13.2. not to accept any Bids;			
3.13.3. to accept one or more Bids for further negotiation and;			
3.13.4. to contact any Bidder during the evaluation period, to clarify information only, without informing any other Bidder.			
Copyright	**Comply**	**Partial Comply**	**Not Comply**
3.14. The specifications are the intellectual property of C-BRTA.			
3.15. The contents of any specifications are the property of C-BRTA and are confidential. It shall not in any manner be reproduced, destroyed, lent or given away without the permission.			
Precedence	**Comply**	**Partial Comply**	**Not Comply**
3.16. All details, dimensions and instructions shown on any drawings, diagrams and			

Requirement	Comply	Partial Comply	Not Comply
specifications quoted, shall form part of this bid document.			
3.17. If there are any contradictory requirements between the specifications, the drawings referred to and other specifications that have been quoted, the order of precedence, from highest to lowest is: • Statutory and mandatory requirements, • This bid document, • Contract Conditions.			
Alternative suppliers	**Comply**	**Partial Comply**	**Not Comply**
3.18. The Bidder accepts that the C-BRTA will have the right to contract with any other Service Provider for provision of services not covered by this specification.			
3.19. Bidder must also submit: A written statement to the specification of C-BRTA by the bidder, that none of his shareholders, personnel and partners have any involvement or writing the specification of this bid.			
Submission of Bid	**Comply**	**Partial Comply**	**Not Comply**
3.20. C-BRTA will also reject an offer if the Bidder/s fail to complete the compliance section/s in the format as previously described.			
Service approval	**Comply**	**Partial Comply**	**Not Comply**
3.21. The Procuring of the Services shall not take place until C-BRTA has given final approval of all procedures.			
Additional Criteria	**Comply**	**Partial Comply**	**Not Comply**
3.22. C-BRTA will evaluate the bids against the following criteria:			

Requirement	Comply	Partial Comply	Not Comply
• Compliance to the Specifications/ Functionality • Price • Specific Goals • Compliance to Bid Conditions			
Addenda	**Comply**	**Partial Comply**	**Not Comply**
3.24. In the event that modifications, clarifications or additions which will form addenda to the RFB become necessary, all Bidders will be notified, in writing.			
Preparation Costs	**Comply**	**Partial Comply**	**Not Comply**
3.25. All costs incurred in the preparation, presentation and demonstration of the response shall be for the account of the bidder. All supporting documentation and manuals submitted with the Bid will become C-BRTA property unless otherwise stated by the Bidder/s at the time of submission.			
Confidential Material	**Comply**	**Partial Comply**	**Not Comply**
3.26. Any material submitted by the Bidder/s, which is considered to be confidential in nature, must be clearly marked as such.			
Payment Terms – Local Creditors	**Comply**	**Partial Comply**	**Not Comply**
3.27. Payments of invoices will be affected within 30 days of receipt of a correct and original invoice.			
3.28. Invoices and statements should be submitted after C-BRTA has acknowledged receipt of the services procured or goods supplied.			

Please note and accept the following clauses of C-BRTA conditions and Procedures governing the Procurement of Services.

3.29. Contract Negotiations

The C-BRTA, together with the successful Bidder, will work out the service levels indicating activities, staff, and logistics and reporting, as per the Master Service Agreement (MSA). The agreed program and service levels will then be incorporated in the "Support Services SOW" and will form part of the agreement.

3.30. Awarding the Bid

The C-BRTA reserves the right to award one or more Bidders. All Bidders will be notified of the Bid Outcomes after final award.

3.31. Contract Termination

A contract/s with a successful Bidder/s may be terminated by the C-BRTA on the grounds of valid commercial or operational requirements that were not foreseen at the time of the Request for Bid being submitted and the contract being entered into. The C-BRTA, if it wishes to terminate the contract, shall be required to give 30 (thirty) days' written notice of its intention to terminate the contract. Such notice must be preceded by bona fide discussion between the C-BRTA and the successful Bidder. In this instance the C-BRTA shall only remain liable for all amounts due to the successful Bidder with respect to the period ending on the date of the cancellation and shall not be held liable for any damages or losses on the basis of such a termination of the contract.

3.32. Dispute Resolution

3.32.1. All disputes arising out of this Bid or relating to the legal validity of this Bid or any part thereof shall be resolved under this paragraph. The parties must refer to any dispute to be resolved by:

- Negotiation, in terms of paragraph 3.31.3; failing which
- Mediation, in terms of paragraph 3.31.4; failing which
- Arbitration, in terms of paragraph 3.31.6.

3.32.2. In the Paragraph Clause 3.31.1 shall not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalization of the dispute resolution process contemplated in paragraph 3.31.1, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

3.32.3. Within ten (10) days of notification, the parties must seek an amicable resolution to the dispute by referring the dispute to designated and authorized representatives of each of the parties to negotiate and resolve the dispute. If an amicable resolution to the dispute is found

the authorized representatives of the parties must sign, within the ten (10) day period, a statement confirming that the dispute has been resolved.

3.32.4. If negotiation in terms of paragraph 3.31.3 fails, the parties must, within fifteen (15) days of the negotiations failing, refer to the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

3.32.5. The periods for negotiation (specified in paragraph 3.31.3) or for referral of the dispute for mediation (specified in paragraph 3.31.4.), may be shortened or lengthened by written agreement between the parties.

3.32.6. In the event of the mediation contemplated in paragraph 3.31.3 failing the parties shall refer the dispute, within fifteen (15) days of the mediation failing, for resolution by expedited arbitration under the current rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

3.32.7.A single arbitrator shall be appointed by agreement between the parties within ten (10) days of the dispute being referred for arbitration, failing which the arbitrator shall be appointed by the Secretariat of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

3.32.8. At all times, every reasonable effort shall be made to ensure that such arbitrator has the necessary technical skills to enable him to adjudicate the dispute in a satisfactory manner.

3.32.9. The arbitration shall be held at Sandton, South Africa, in English.

3.32.10. The South African law shall apply.

3.32.11. The parties shall be entitled to legal representation.

3.32.12. The award of the arbitrator shall be final and binding on the parties, who hereby agree to give effect to the award. Either party shall be entitled to have the arbitrator’s award made an order of court at the cost of the party requesting same.

3.32.13. This paragraph shall constitute the irrevocable consent of the parties to the dispute resolution proceeding in terms hereof and neither of the parties shall be entitled to withdraw there from or to claim at any arbitration proceedings that they are not bound by the arbitration provisions of this Bid.

3.32.14. Both parties shall comply with all the provisions of the RFB and with all due diligence during the determination of such dispute should the latter arise during the course of the RFB.

3.33. PAYMENT TERMS - LOCAL CREDITORS

3.33.1. Original, detailed, correct and complete tax invoices, monthly statements (where applicable), VAT registration numbers (where applicable), verification of bank details (in the format required) and any other relevant supporting documents must be submitted to the C-

BRTA after it has acknowledged receipt in writing of the services procured or goods received, to its satisfaction.

3.33.2. Payment shall be effected by electronic bank transfer or any other method of payment decided to be used by the C-BRTA from time to time and at the C-BRTA's sole discretion.

3.33.3. Payment shall furthermore be subject to the C-BRTA's standard Special Terms and Conditions of Contract, which if applicable shall prevail over this clause in all instances.

3.34. TERMINATION

3.34.1. The following clause will be applicable to all contracts entered into/orders placed by C-BRTA:

If, at any time during the currency of this Bid and subsequent contract/order, C-BRTA in its reasonable discretion determines that the other party has, in respect of this bid, contract/order or any other contract/order or agreement to which they were or are parties to:

(a) Acted dishonestly and/or in bad faith, and/or

(b) Has made any intentional or negligent misrepresentation to C-BRTA whether in any negotiations preceding the conclusion of, or in the execution of this RFB or any other agreement between the parties,

Then C-BRTA shall be entitled by written notice to the other party forthwith to cancel this contract/order. Upon such cancellation, C-BRTA shall be entitled, in addition to all other remedies available to it, to recover from the other party all damage it has suffered by virtue of such conduct by the other party. The C-BRTA shall be entitled to withhold payment in respect thereof for a period of 90 (ninety) days from the date of cancellation in order to investigate the party's conduct and any damage suffered by C-BRTA. No payment by C-BRTA to the other party after the lapse of such period shall preclude C-BRTA thereafter, from recovering from the other party any such damage as it may have suffered.

3.35. SPECIFIC INFORMATION REQUIRED

For ease of reference and evaluating purposes, please furnish replies under the same headings and refer individually to all specific paragraph numbers. Please be clear in your response and use definite answers.

3.36. COPIES REQUIRED

Bidders are required to submit One Original, one copy plus a soft copy version of a complete bid document and its supporting documentations, in a USB Marked with a company name

3.37. GENERAL VENDOR INFORMATION

The following general information is required from the prospective vendor:

Name of Company/Trading as:

- Postal Address
- Street Address
- Telephone and facsimile numbers
- Company Head Office:
- Postal Address
- Street Address
- Telephone and facsimile numbers
- Contact Numbers

List of Directors/Partners/affiliated companies with proof of shareholding with this companies/trust

List of shareholders of individual share certificates-CIPC registration document indicating the following:

(a) members with percentage interest

(b) date of registration

(c) Company registration number

3.38. INFRASTRUCTURE

- Would you describe your business as international, national or regional?
- All branches and offices of your company countrywide (Republic of South Africa) together with telephone numbers.

3.39. ACTIVITY AND SERVICE PROFILE

- Detailed description of main field of expertise/area of operation of company.
- Range of services offered.

3.40. REASONS FOR DISQUALIFICATION

3.40.1. The C-BRTA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

(a) bidders who are not tax compliant in accordance with the National Treasury Central Supplier Database (CSD);

(b) bidders who submitted incomplete information, incomplete annexures and documentation according to the requirements of this Bid;

(c) bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, experience, etc.;

(d) bidders who received information not available to other vendors through fraudulent means;
(e) bidders who submit tippexed bids; and/or
(f) bidders who do not comply with mandatory/minimum requirements as stipulated in this Bid.

3.41. There shall be **no public opening** of the Bids received; however, the list of bids received may be published on the C-BRTA website. There shall be no discussions with any enterprise until evaluation of the proposal has been completed. Any discussions shall be at the discretion of the C-BRTA.

3.42. No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail.

3.43. ENQUIRIES

Enquiries regarding this Bid should be submitted via e-mail quoting the bid number to:

Supply Chain Management	**tenders@CBRTA.co.za**

Enquiries should reference specific paragraph numbers, where appropriate.

4. GENERAL CONDITIONS OF CONTRACT

4.1. Definitions

The following terms shall be interpreted as indicated:

4.1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

4.1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

4.1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.

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

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

4.1.6 “Country of origin” means the place where 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 are substantially different in basis characteristics or in purpose or utility from its components.

4.1.7 “Day” means calendar day.

4.1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

4.1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

4.1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

4.1.11 “Dumping” occurs when a private enterprise abroad markets its good on own initiative in the RSA at lower prices than that of the country or origin and which have the potential to harm the local industries in the RSA.

4.1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.

4.1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

4.1.14 “GCC” mean the General Conditions of Contract.

4.1.15. “Good” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

4.1.16.“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

4.1.19. “Order” means an official written order issued for the supply of goods or works or the procuring of a service.

4.1.20.“Project site” where applicable, means the place indicated in bidding documents.

4.1.21.“Purchaser” means the organization purchasing the goods.

4.1.22. Republic” means the Republic of South Africa.

4.1.23. “SCC” means the Special Conditions of Contract.

4.1.24. “Services” means those functional services ancillaries 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.

4.1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

4.2. Application

4.2.1. 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.

4.2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

4.2.3. Where such special conditions of contract are in conflict with these general conditions, the special shall apply.

4.3. General

4.3.1. Unless otherwise indicated in the bidding documents, the purchase 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.

4.3.2. With certain exceptions, invitations for 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.

4.4. Standards

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

4.5. Use of contracts documents and information

4.5.1 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 as far as may be necessary for purposes of such performance.

4.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 4.5.1 except for purposes of performing the contract.

4.5.3 Any document, other than the contract itself mentioned in GCC clause 4.5.1 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.

4.5.4. 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.

4.6. Patent rights

4.6.1. 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.

4.7. Performance Security

4.7.1. 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 contracts.

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

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

(b) a cashier's or certified cheque

4.7.3. 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.

4.8. Inspections, tests and analyses

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

4.8.2. If it is a bid condition that supplies to be produced or services to be procured 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.

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

4.8.4. If the inspection, test and analyses referred to in clauses 4.8.2 and 4.8.3 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.

4.8.5. Where the supplies or services referred to in clauses 4.8.2 and 4.8.3 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.

4.8.6. Supplies and services, which are, referred to in clauses 4.8.2 and 4.8.3 and which do not comply with the contract requirements may be rejected.

4.8.7. Any contract supplies may, on or after delivery, be inspected; tested or analyzed and may be rejected if found no 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 purchase 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.

4.8.8. The provisions of clauses 4.8.4 to 4.8.7 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 5. 23 of GCC.

4.9. Delivery and documents

4.9.1. 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.

4.9.2. Documents to be submitted by the supplier are specified in SCC.

4.10. Insurance

4.10.1. 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.

4.11. Transportation

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

4.12. Incidental services

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

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

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

4.12.2. 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.

4.13. Spare parts

4.13.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

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

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

4.14. Warranty

4.14.1. 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 mission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

4.14.2. This warranty shall remain valid 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.

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

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

4.14.5. 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.

4.15. Payment

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

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

4.15.3. 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.

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

4.16. Prices

4.16.1. 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.

4.17. Contract Amendments

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

4.18. Assignment

4.18.1. 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.

4.19. Subcontracts

4.19.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

4.20. Delays in the supplier's performance

4.20.1. 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.

4.20.2. 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 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 my 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.

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

4.20.4. 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.

4.20.5. Except as provided under GCC clause 4.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 4.22, unless an extension of time is agreed upon pursuant to GCC clause 4.21.2 without the application of penalties.

4.20.6. 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 no 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.

4.21. Penalties

Subject to GCC clause 4.25, 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 4.23.

4.22. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 4.21.2;

(b) 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.

4.22.2. 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 terminate.

4.23. Anti-dumping and countervailing duties and rights

4.23.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required of 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 favorable difference shall on demand be paid forthwith by the contractor to 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

4.24. Force Majeure

4.24.1. Notwithstanding the provisions of GCC clauses 4.22 and 4.23, the supplier shall not be liable for forfeiture or 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.

4.24.2. 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 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.

4.25. Termination for insolvency

4.25.1. 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 from the supplier, provided that such termination will prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

4.26. Settlement of Disputes

4.26.1. 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.

4.26.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much 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.

4.26.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

4.26.4. Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

4.26.5. Notwithstanding any reference to mediation and/or court proceedings herein,

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

(b) the purchaser shall pay the supplier any monies due to the supplier.

4.27. Limitation of liability

4.27.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 5.6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss or use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort of 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.

4.28. Governing language

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.

4.29. Applicable law

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

4.30. Notices

4.30.1. 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.

4.31.2 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.

4.31. Taxes and duties

4.31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

4.31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

4.31.3. 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.

4.32. National Industrial Participation (NIP) Programme

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

4.33. Prohibition of Restrictive Practices

4.33.1. In terms of section (4) (1) (b) (iii) of the Competition Act no 89 of 1998, as amended, an agreement between, or concerned practice by, firms or a decision by an association of firms, is prohibited 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).

4.33.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in 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.

4.33.3. 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.

ANNEXU
RE A1

INVITATION TO BID
SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CROSS-BOARDER ROAD TRANSPORT AGENCY					
BID NUMBER:	**C-BRTA/HO/2026-2027/08**	**CLOSING DATE:**	**29 JANUARY 2027**	**CLOSING TIME:**	**11h00**
DESCRIPTION	**THE APPOINTMENT OF AN IMPLEMENTING PARTNER FOR THE CROSS-BORDER ROAD TRANSPORT INCUBATION STRATEGY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED VIA THE OFFICIAL EMAIL ADDRESS ON THE COVER PAGE					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**SCM CBRTA**	CONTACT PERSON	**SCM CBRTA**
TELEPHONE NUMBER	**012 471 2000**	TELEPHONE NUMBER	**012 471 2000**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**tenders@CBRTA.co.za**	E-MAIL ADDRESS	**tenders@CBRTA.co.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

Signature of bidder:	
Capacity Under Which This Bid Is Signed: (Proof of authority must be submitted e.g. company resolution)	
Date:	

ANNEXUR

E B1

BIDDER'S DISCLOSURE
SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any

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

other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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

3.5 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 No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

ANNEXUR E C1

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the

80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the Organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1 - 8	5	10		
100% Women owned Enterprises	3	5		
Enterprises owned by disabled people	2	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ non-profit Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

ANNEXURE D1

SBD 7.2

CONTRACT FORM THE APPOINTMENT OF AN IMPLEMENTING PARTNER FOR THE CROSS-BORDER ROAD TRANSPORT INCUBATION STRATEGY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to **Cross Border Road Transport Agency** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **C-BRTA/HO/2026-2027/08** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) ……..

CAPACITY ……..

SIGNATURE ……..

NAME OF FIRM ……..

DATE ……

WITNESSES

1 ……..……

2 ……..……

SBD 7.2

CONTRACT FORM – THE APPOINTMENT OF AN IMPLEMENTING PARTNER FOR THE CROSS-BORDER ROAD TRANSPORT INCUBATION STRATEGY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as .....
   Accept your bid under reference number …… dated…… for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……...

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ….……
….

2 …..……

PART 2

TERMS OF REFERENCE: THE APPOINTMENT OF AN IMPLEMENTING PARTNER FOR THE CROSS-BORDER ROAD TRANSPORT INCUBATION STRATEGY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

CROSS•BORDER
ROAD TRANSPORT AGENCY



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1. PROJECT TITLE

The appointment of an Implementing Partner for the Cross-Border Road Transport Incubation Strategy for a period of thirty-six (36) months.

2. BACKGROUND AND CONTEXT

The Cross-Border Road Transport Agency (C-BRTA or the Agency) has approved its Incubation Strategy (2025–2030) and the Incubation Strategy Implementation Plan. The Incubation Strategy provides the strategic framework, while the Implementation Plan provides the approved roadmap, detailing the activities, timelines, outputs, and performance indicators. The C-BRTA is seeking to appoint an Incubation Programme Implementing Partner whose primary role will be to implement the Incubation Programme strictly in accordance with the Incubation Strategy and its Implementation Plan.

3. PURPOSE OF THE APPOINTMENT

The purpose of this appointment is to operationalise and implement the C-BRTA Incubation Strategy, guided by the Incubation Strategy Implementation Plan, under the oversight of the C-BRTA.

4. BACKGROUND

- The Agency should observe, respect, and comply with the diverse regulatory frameworks, protocols and guidelines that are legal, ethical, and consistent with its values and governance in its various operating jurisdictions.
- A successful bidder should develop a cross-border transport operator incubation programme and provide business incubation services and products in consideration of the regulatory framework applicable to the C-BRTA and best practices, namely:
  - Cross-Border Road Transport Act of 1998 as amended.
  - Constitution of the Republic of South Africa
  - Broad-Based Black Economic Empowerment
  - National Small Business Act of 1996
  - Cross-Border Road Transport Regulations
  - Companies Act
  - And any other legislation related to the development of incubation programmes.

- The Incubation Strategy should be implemented in alignment with the Agency's policies, procedures, and best practices to ensure compliance with the relevant legislations and to enable the Agency to achieve the objectives of relevant legislative instruments.
- The Implementing Partner should consider applicable or specific national transformation laws or regulations with which the Agency may be required to comply with in each given case.

5. SCOPE OF WORK

The Implementing Partner shall provide business incubation services and products for cross-border transport operators and implement the approved incubation model and phased activities as defined in the Incubation Strategy and Implementation Plan and Programme (**as per Annexure A hereto attached**), including:

MSME onboarding and diagnostics of all three categories Thuli, Thabo and Frank profiles):

- **Category 1: New Entrants (Thuli)** - These are participants who are starting out in the transport sector and have no prior cross-border or freight operating experience. This category mainly consists of individuals with registered businesses that are not in the transport sector, therefore interventions and resources need to be intensified as they are starting at point zero.
- **Category 2: Domestic Operators Expanding into Cross-Border (Thabo)** - These are operators currently active in domestic freight who are preparing to transition into cross-border operations. The rationale behind this category making up over 50% of the cohort is that their probability of succeeding is higher as they are already operating and have resources.
- **Category 3: Passenger-to-Freight Transition & Existing Cross-Border Operators (Frank)** - This category now includes participants who already understand transport operations - either transitioning from passenger services into freight or already operating in cross-border freight - and who share similar training and support needs.

Identify, appoint and manage mentors

Identify and secure relevant partnerships that will enhance the programme

Capacity building, mentorship and compliance support

Market access facilitation, access to expert networks and business linkages

facilitating funding solutions for cross-border transport operators

Engagement sessions and workshops

Technology adoption and operational efficiency support

Monitoring and Evaluation

Graduation, sustainability and post-incubation tracking

6. DELIVERABLES

Key deliverables shall include:

- Approved annual implementation plans, subject to review and confirmation by C-BRTA,
- Baseline, midline and endline assessments reports of participants,
- Quarterly progress reports and annual close-out reports,
- Quarterly presentations to Extended Exco on progress achieved, risks identified, risks mitigated and programme enhancement proposals,
- MSME performance reports,
- Skills transfer to C-BRTA report,
- Graduation assessments, and
- A final impact report.

7. TIME FRAMES

The duration of the contract will be limited to thirty-six (36) months.

8. QUALIFICATIONS

The service provider should have:

- Track record in implementing business incubation and capacity-building programmes.
- Experience in implementing incubation programmes in the trade and transport sector would be an added advantage.
- Strong programme management and monitoring and evaluation skills.
- Experience in training and development.
- Knowledge of the cross-border transport sector will be an added advantage.

9. REPORTING REQUIREMENTS

The service provider will report to the Executive Manager: Facilitation and Advisory. In addition, will provide progress reports as and when required, and report to the identified project team monthly.

10. EVALUATION CRITERIA:

10.1 This bid will be evaluated using the 80/20 preference points system in terms of the Preferential Procurement Regulations 2022.

10.2 The evaluation criteria consist of four phases as follows:

(a) Administrative Compliance Evaluation – Phase 1

(b) Functionality Evaluation – Phase 2

(c) Price and Specific Goals Evaluation – Phase 3

10.1 PHASE 1: ADMINISTRATIVE COMPLIANCE

Documents that must be submitted	**Non-submission of any of the items against which a YES is denoted shall result to immediate disqualification**	
Invitation to Bid – SBD 1	Complete and sign the supplied pro forma document	**NO**
Tax Status	Submit proof of Central Supplier Database report. **NB:** The bidder will be given **Seven (7) days** to correct tax non-compliance prior award; failure will result to a disqualification.	**NO**
Bidders Disclosure Form – SBD4	Complete and sign the supplied pro formadocument	**NO**
Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on Specific goals	**NO**
Pricing Schedule	Submit full details of the pricing proposal, with costs broken down per annum	**YES**
Briefing session	A non-compulsory briefing session will be held as follows: **07 DECEMBER 2026 @ 12H00** **Microsoft Teams meeting**	**NO**

Documents that must be submitted	Non-submission of any of the items against which a YES is denoted shall result to immediate disqualification	
	Join: https://teams.microsoft.com/meet/3325137816846877?p=O4GKXCFdTAHPbyQaVU Meeting ID: 332 513 781 684 687 7 Passcode: BA9Du7Yu	

10.2 PHASE 2: FUNCTIONALITY CRITERIA

10.2.1 Any proposed bid which does not meet a minimum threshold of **70 points** out of **100 points** will not be considered for further evaluation.

Criteria	Points
1. Bidders Track Record / Experience 1.1. The bidder must submit valid reference letters for implementing business incubation services, MSME/enterprise development, or similar scope of work. Reference letters must be in the bidder`s name, on the client`s letterhead, have contact details of the client, description of service rendered and signed by the delegated official. - Non-submission / irrelevant reference letter(s) **= 0 points** - 1 reference letter **= 5 points** - 2 reference letters **= 10 points** - 3 reference letters **= 15 points** - 4 or more reference letters **= 20 Points**	**20**
2. Team capacity and capability **2.1. Experience of Project Leader / Manager – (15 points)** Bidders must submit the detailed CV of the Project Leader / Manager outlining experience in implementing business incubation services, MSME/enterprise	**45**

Criteria	Points
development, or similar scope of work. Where number of years of experience is not obtainable from the CV, zero points will be allocated. *Points allocation guide:* **7 years and above** | **5-6 years of experience** | **3-4 years of experience** | **0 - 2 years of experience** 15 points | 10 points | 5 points | 0 points **2.2. Qualifications of the Project Leader / Manager in Business Management / Leadership or related field– (15 Points)** • National Diploma (NQF level 6) = **3 points** • Bachelor's Degree/Advanced Diploma (NQF level 7) = **7 points** • Honors Degree/Post Graduate Diploma (NQF level 8) = **10 points** • MBA / Masters (NQF level 9) or higher = **15 points** **2.3. Experience of the project team – (15 points)** Bidders must submit the detailed CVs of at least four project team members (excluding a Project Leader/ manager), with information on the experience of the team members. The list must mention the members' names and their specific roles in projects previously undertaken (experience in implementing business incubation services, MSME/enterprise development, or similar scope of work). Where the number of years of experience is not obtainable from the CV, zero points will be allocated. Bidders will score points on the combined relevant experience of the personnel that will be part of the project team. The information required must include the following details: • Personnel CVs including qualifications. • Description of experience related to implementing business incubation services, MSME/enterprise development, or similar scope of work. *Points allocation guide:*	

<table>
<tr><th>Criteria</th><th>Points</th></tr>
<tr><td>
<table>
<tr><th>Combined 16 to 20 Years of experience</th><th>Combined 10 to 15 Years of experience</th><th>Combined Less than 10 Years of experience</th></tr>
<tr><td>15 points</td><td>10 points</td><td>0 points</td></tr>
</table>
<u>NB: Should it not be clear whom a role is assigned to, the C-BRTA will, in its own discretion, consider and evaluate the most qualified four (4) resources</u>.
</td><td></td></tr>
<tr><td>3. Methodology and Approach
The bidder must demonstrate in their proposals the methodology and approach that will be used to satisfy the following:
• Mentorship and Coaching = 5 points
• Facilitating Funding Solutions = 5 points
• Capacity Building = 5 points
• Market Access =5 points
• Monitoring and Evaluation =5 points
• Identifying and building partnerships for programme enhancement =5 points
• Informal skills transfer for three C-BRTA team members = 5 points.
NB: Five points will be scored if sufficient information is provided on the criteria and zero points will be provided if no information is provided on the criteria.</td><td>35</td></tr>
<tr><td>Total Points</td><td>100</td></tr>
</table>

10.3 PHASE 3: PRICE AND SPECIFIC GOALS

10.3.1 Only bidders who scored 70 points and above for the functional evaluation phase will be evaluated on price and preference as per the Preferential Procurement Regulations, 2022 (PPR2022) and the C-BRTA Preferential Procurement Policy. The [80/20] Preference System will be used for this tender, where a maximum of 80] points are allocated to price and a maximum of [20] points allocated for specific goals as per the PPR2022. [The

Preference System will be determined by the price of the lowest acceptable tender].

10.3.2 Specific Goals

The relevant formula for scoring price points and the methodology for scoring preference points (specific goals) is documented in the SBD 6.1. Bidders must ensure that they complete the SBD 6.1 to claim points for specific goals. Bidders that do not submit the correctly completed SBD 6.1 with the original bid submission will not score points for specific goals. Specific goals for the tender and points claimed are indicated per the table below.

No	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Means of verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
A	B-BBEE Level 1 - 8	10	B-BBEE or Sworn affidavit submitted with the bid	
B	100% Women owned Enterprises	5	Central Supplier Database	
C	Enterprises owned by disabled people	5	Medical report	
D	**Total point claimed**	**D= A + B + C**		

Pricing Schedule

Tender: Appointment of an Implementing Partner to Implement the Incubation Strategy

Duration: 36 Months (3 Years)

Cost Item	Quantity	Year 1 (R)	Year 2 (R)	Year 3 (R)	Total (R)
Programme Management and Coordination					
MSME Onboarding and Diagnostic Assessments					
Mentor Identification, Contracting and Management					
Capacity Building and Training Programmes					
Compliance Support and Business Advisory Services					
Market Access Facilitation and Business Linkages					
Funding Facilitation and Investment Readiness Support					
Partnership Development and Stakeholder Engagement					
Technology Adoption and Operational Efficiency Support					
Monitoring, Evaluation and Performance Tracking					
Graduation Assessments and Post-Incubation Tracking					

Cost Item	Quantity	Year 1 (R)	Year 2 (R)	Year 3 (R)	Total (R)
Quarterly Progress Reports and Annual Close-Out Reports					
Quarterly Presentations to EXCO and Project Steering Structures					
Skills Transfer to C-BRTA Officials					
Final Impact Assessment Report					
Travel and Accommodation					
Administrative and Operational Costs					
Subtotal (Excl. VAT)					
VAT @ 15%					
Total (Incl. VAT)					

CONDITIONS OF THIS BID

C-BRTA reserves the right:

1) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

2) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

3) To accept part of a tender rather than the whole tender.

4) To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services/products offered by the bidder(s), whether before or after adjudication of the Bid.

5) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

6) To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of status as such.

7) To request the bidder to submit proof of insurance (insurance certificate/schedule) to the value of the products/ goods that are required before a purchase order is issued.

1) ALLOCATION OF WORK BETWEEN BIDDERS

The C-BRTA will follow the following process to place a Purchase Order (PO) with the appointed service provider:

a. The first bidder who scored the highest points in the price and specific goals will be briefed by ToR about the existing assignment and the scope of work.
b. The bidder must confirm their availability/ non availability to execute the assignment in writing and provide a quotation within three (3) days.
c. The quotation must be accepted by the relevant C-BRTA project manager and forwarded to Supply Chain Management for Purchase Order generation.
d. The formal Purchase Order must be placed within five (5) working days from receiving the written detailed quotation from the service provider.
e. The next available assignment will be allocated to the second bidder by following the process described in paragraph 11.1 to 11.4 then the third bidder. The process will continue to repeat throughout the duration of the contract.