

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID NUMBER: PWRT/2197/26/MP

**(A) PROVISION OF A REAL TIME FLEET AND
(B) ELECTRONIC FUEL MANAGEMENT
SYSTEM AND (C) THE UPGRADING OF A
PROVINCIAL VEHICLE ASSET REGISTER FOR
GOVERNMENT OWNED VEHICLES FOR A
PERIOD OF FIVE (05) YEARS IN THE
MPUMALANGA PROVINCE**

ISSUED BY:

Department of Public Works, Roads and Transport
Private Bag X11310
Mbombela
1200

CSD SUPPLIER NUMBER:MAAA.....

NAME OF BIDDER:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT					
BID NUMBER:	PWRT/2197/26/MP	CLOSING DATE:	16 SEPTEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	(A) PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE (05) YEARS IN THE MPUMALANGA PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre, SECUNDA No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2302, BUSHBUCKRIDGE , The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms.GC Motlodi	CONTACT PERSON	Mr. GP Lourens		
TELEPHONE NUMBER	013 766 8576	TELEPHONE NUMBER	013 766 8603		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	cmotlodi@mpg.gov.za	E-MAIL ADDRESS	glourens@mpg.gov.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					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

.....

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

1. OVERVIEW

The Department has a Real Time Fleet Management System that it is currently using to track and monitor the usage and movement of approximately 4000 government owned vehicles and approximately 200 yellow fleet, if all Departments requested participation. These vehicles are spread across the Province. The Department will procure the tracking system and all Client Departments will request participation and pay using their own budget. It is expected that the successful bidder will have to provide a system to mainly monitor, track and recover vehicles. It is also expected of the successful bidder to install and de-install vehicles tracking devices (inclusive of currently installed devices). It is also expected that the same bidder must provide a system that will be able to compile a Provincial vehicle asset register and also provide an Electronic Refuelling System to monitor and manage Provincial White fleet and Yellow fleet on both Home base and on road refuelling. The bidder must disclose the requirement of recurring costs if any, and the capital costs to provide all systems to meet the business objectives of the Department.

2. REAL TIME FLEET MANAGEMENT SYSTEM (Monitoring, Tracking and Recovery)

The main objective of the Real Time Fleet Management System is to track vehicle movement, to recover stolen vehicles thereby saving costs by monitoring government owned vehicles. The system must be able to track and report real time the exact location. It must be tamper proof. It must record several driving behaviours and be able to report on a shortest period as possible.

A. SPECIFICATIONS

The Department of Public Works, Roads and Transport has a fleet in various categories that need to be fitted with tracking devices to ensure fleet utilization, optimization and safety of vehicles. The vehicle categories include White Fleet (vehicles) and Yellow Fleet (plant).

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Terms of Reference

- Tracking hardware should include Global Position System Module that supports the latest Satellite Technology.
- Tracking hardware should include Global System for Mobile Communication (GSM) Module supported by all major South African Telecommunications Network.
- Tracking hardware must support Bluetooth for external devices.
- Tracking device must be able to read A Controller Area Network (**CAN bus**) which is a vehicle bus standard designed to allow microcontrollers and devices to communicate with each other in applications without a host computer.
- Unit must have a dual sim card capability.
- Tracking data must be able to switch to sleep mode when the vehicle is not moving or Ignition Off.
- The device must have Ignition Sensor.
- Tracking device must have a minimum of two inputs and outputs communication ports.
- The device must have an internal power source other than the vehicle's power with battery life of at least 48 hours.
- The device must support RS323 and RS485 serial communication interphases.
- Must have a built-in Accelerometer and Impact Detection Sensor.
- Must have a storage memory capacity to host 48 hours.
- Where there is no network coverage the device must have a temporary storage capacity for all vehicle activities.
- The device must be able to be configured remotely anywhere.
- Services and repairs must be available 24/7 over 365 days.
- The system must be tamper-proof and tamper alerts must be sent to the designated Centre/Authorized Official (list will be supplied to the successful Bidder by email.) This must form part of the monthly reporting.
- Battery Level must be monitored constantly to ensure round the clock connectivity.
- System's Health Checks must be sent weekly to the Department's designated personnel.

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- Web based tracking system.
- Panic Button to trigger directly to the Control Centre and Designated Personnel.
- Mapping of Google Maps viewing in various formats including Hybrid.
- Battery tamper alerts, theft, battery activity logs and early warning on theft attempt.
- Able to immobilize the vehicle remotely upon instruction by an authorized Official in case of theft.
- Recovery of stolen vehicles.
- Passive device or unit – recovery unit which sleeps, only can be alive when given a command.
- Active device or unit – tracking unit (Real Time Fleet Management System).
- All data gathered will be the property of the Department. the Contractor must deliver all related data to the Department on quarterly basis.
- Detailed incident report must be sent within 24 hours of the incident.
- The system should be accessible on a smartphone.
- The system must support Geo fencing entry and exit.
- A call centre must be established within Government Garage Nelspruit.
- Online trip authority.

A (1) Reminders

All reminders to be sent by SMS and email to designated centres/authorized officials.

- License Disk expiry.
- Service bookings due.
- Certificate of fitness.
- Accident notification.
- Any other possible reminder/s.
- Geo fencing entry and exit.

A (2) Vehicle Device

- Tracking must be viewed live.

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- Provide daily utilization report with customization options.
- Daily movement report.
- Trip detailed report with customized option (to show more columns).
- Vehicle activities and logs must be stored for the duration of the contract and will remain the property of the Department.
- Odometer and distance report, classified as daily, weekly, forth-nightly, monthly, quarterly and annually.
- Calibration of the device must be done from time to time to ensure accurate readings.
- Provide health check per vehicle.
- Immobilization of the vehicle must be available as and when required.
- The successful bidder must ensure availability of stock at all times.
- Installing and de-installing technicians must be available at all times covering the four Districts.
- The successful bidder is expected to fit at least 50% of the Provincial fleet within the first year of the contract. The remainder to be fitted within the second year.

A (3) REPORTS

The following reports must be available;

- Driver behaviour report (second by second data)
 - Events reports
 - Harsh Braking
 - Harsh Acceleration
 - Harsh Cornering
 - Over speeding
 - Excessive Idling
 - Over revving
 - Power Take On, on all yellow Fleet

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- Alerts when the vehicle is towed without ignition being On
- Area violations
- Route violation
- Route planned deviation
- High risk areas
- Battery disconnecting alerts
- Historic Trip replay and report

All Reports must be;

- Viewed in various formats, pdf, excel, csv and html or
- Customized as per Departments' requirements

A (4) Security

- System must be password protected.
- All User Departments must have a unique password access.
- Users activity logs must form part of the reports.
- Must comply to minimum information security standards.

A (5) Training

Training must be provided to approximately 500 Users and call Centre will be established at the Government Garage Nelspruit for assistance.

**B. ELECTRONIC FUEL MANAGEMENT SYSTEM FOR YELLOW FLEET (PLANT)
TECHNICAL SPECIFICATION FOR THE PROVISION OF AN ELECTRONIC FUEL
MANAGEMENT SYSTEM**

The Department hereby request for proposals on the implementation of an Electronic Fuel Management Function.

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

B (1) Current Situation

The is a **Yellow Fleet (Plant)**

Department of Public Works, Roads and Transport currently operates a fleet consisting of the following:

- Approximately **200** Yellow Fleet and jerry cans;

B (2) Current Fueling System

The Department of Public Works, Roads and Transport currently employs the following methods of fueling the yellow fleet:

- Home Base for Yellow Fleet.
- Home Base for jerry cans and drums.

B (3) GUIDELINES FOR THE FUEL MANAGEMENT FUNCTION

The system must be electronic, robust, and simple to operate and prevent multiple fill-ups based on averaged consumption per vehicle and produce management reports. The system must be able to record all fuel transactions and produce appropriate management reports. Card based systems or systems that use keys, keypads or bar codes for activating and controlling the dispensing of fuel will not be considered.

B (4) TECHNICAL GUIDELINES

The following features must be included:

General

- The opportunity for fraud and theft must be eliminated.
- Equipment should be protected against tampering.
- System should be fully automated.

B (5) DISPENSING SYSTEM

- Dispensing of fuel allowed only into authorized vehicles or containers.
- A probe capable of reading the amount of fuel shall be installed into bulk fuel tanks, mobile fuel bowsers and jerry cans.

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- Jerry cans and mobile fuel bowzers shall be fitted with a mechanism that will be able to communicate the amount of liters poured in and out of them.
- Jerry cans and yellow plant items shall be fitted with anti-siphon devices.
- The system must be able to communicate between bulk fuel tank, mobile fuel bowser, jerry cans and yellow plant items.
- Over-ride facilities must be incorporated in the event of malfunction. The Bidder must propose a suitable protocol for manual over-rides.
- Odometer, and/or engine hours, readings must be recorded at the time of refueling, except in the case of portable containers or items not fitted with such meters.
- All **Home Base Sites** that are retained must be fully automated so that electronic fueling can take place at home base sites and transaction information at the home base sites should be consolidated into a report.
- Any **Mobile Bowzers** must be fully automated to ensure electronic fueling takes place from mobile bowser to plant items e.g. (Yellow Fleet) graders, compactors etc.
- The system must accommodate new plant items, plant transfers, replacements and withdrawal of plant items.
- The bidder must ensure that there is a feature of removal protection whereby the plant item unit or chip is disabled if removed. The bidder must explain exactly how this works and give the Department of Public Works, Roads and Transport comfort that the plant item units cannot be de-installed from an authorised plant item and re-installed on an unauthorized plant item.
- The bidder must state whether they have wireless capability moving forward, Wireless System for home base equipment - no cables in nozzle hose. Wireless transmission of hour meter from plant items is required.

B (6) Data Requirements

The following data must be recorded whenever fuel is dispensed to vehicles, plant or containers:

- Department, Districts and Cost Centers.

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- Plant registration number and fleet number.
- Type of fuel dispensed.
- Volume of fuel dispensed.
- Time, Date and Location.
- Hour meter reading.

B (7) Supply and Maintenance of Equipment

The Bidder must undertake to supply and maintain all equipment required to operate the Electronic Fuel Management System including the following:

- Supply and fitting of all components.
- Maintenance of all components.
- Re-calibration of equipment where necessary.
- Removal of equipment from redundant plant item.
- Supply and fitment to new plant item as and when required.

The Bidder must be prepared to supply and install any additional equipment that may be required for the Electronic Fuel Management System during the tenure of the contract. The Bidder must include details with regards to the ongoing maintenance and support of the proposed system.

B (8) MANAGEMENT REPORTS

Bidders are required to provide full details of their capabilities in regard to the supply of management reports. The Department of Public Works, Roads and Transport requires a Full fuel management reporting service.

B (8.1) Mobile Plant and Vehicles

Reports are required which provide information on:

- Hours worked.
- Litres of fuel used.

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- Consumption figures or litres/hour.

The reports must be parameter driven, using any one or more of the following parameters:

- Cost centre.
- Plant.
- Date range.
- Time range.
- Fuel type.

B (8.2.) Jerry Cans

Suitable jerry cans must be fitted with equipment that identifies and authorizes them to be filled.

B (9) Management Information

While the fuel management information system and reports will be an independent system as specified in this document, certain core data will be required to be downloaded into the fleet management module of the Department of Public Works, Roads and Transport's management information system **(MIS)**.

The Bidder must make provision for facilitating such data transfer, covering the following core data:

- Date of Transaction.
- Registration Number.
- Fleet Number.
- Litre per type per transaction.
- Hours worked.

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B (10) SECURITY

B (10.1) Manual Override

In the event of equipment failure, a controlled manual override system must be provided. This facility must be available on a 24-hour basis.

B (10.2) Hot Listing and Fraud Prevention

A facility must be provided for “hot listing” of plant items. However as mentioned above we require that there should be zero delay in stopping plant items from refueling – this must be immediate upon notification to the Bidder.

The following fraud prevention facilities must be included:

- Fuel may not be dispensed unless the plant item is authorized.
- Prevention of dispensing of fuel into unauthorized containers.
- Prevention of dispensing of the incorrect product into plant item.
- Fraud elimination through tamper proof equipment.
- Minimal human intervention.

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C. PROVINCIAL VEHICLE ASSET REGISTER

The main objective of a Provincial vehicle asset register is to have an up-to-date permanent and protected vehicle information at all times. The register is for both White and Yellow fleet.

While the fuel management information system and other reports will form independent systems as specified in this document, certain core data will be required to be downloaded into the fleet asset register management module of the Department of Public Works, Roads and Transport's management information system (**MIS**).

The Bidder must make provision for facilitating such data transfer, covering the following core data:

- Vehicle and Fleet Registration Number.
- Department.
- Cost centre.
- Make.
- Model.
- Year.
- Take on date.
- Status.
- Status date.
- Purchase Price.
- Color.
- Engine.
- Chassis.
- Natis Register number.

The bidder must cater for areas as outlined below in the developing of the system.

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C (1) DATABASE AND INTEGRATION

The System must be able to set up fleet inventory and share in the following areas:

- Quotation Management.
- Tyre Management.
- Fuel Management.
- Maintenance Management.
- Incident and Accident Management.
- Termination and disposal Management.
- Vehicle Depreciation

C (2) VEHICLE, PLANT AND EQUIPMENT PROCUREMENT

Vehicle Procurement Management processes must be catered for in the system i,e

- Quotation Management.
- Invoice Management.
- Warranty Management.

C (3) LICENSE MANAGEMENT

License Management must monitor and track all aspects of the vehicle licensing process.

C (4) TYRE MANAGEMENT

Manage and control tyre replacements, tread readings position on vehicles and general tyre care.

C (5) FINE MANAGEMENT

Fine Management must cater for the processing and payment or re-directions of fines to offenders, tracking fine history on vehicles and drivers including maintenance of offence types.

C (6) INCIDENT MANAGEMENT

The system must be able to record all incidents and or accidents provincially.

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C (7) DISPOSAL MANAGEMENT

Provide comprehensive details on how you will monitor and track the movement on disposals /Auctions

C (8) FINANCIAL MANAGEMENT.

Provide financial management and accounting solution to report on all fleet related costs within the Organization.eg **Quotation Management**. Must be able to track all quotes issued within the organisation, Purchase order and Invoice. Elaborate on what you can offer.

(9) EVALUATION CRITERIA

A **two envelope** system shall be used for this tender. The first envelope should consist of the **technical proposal** on Real time fleet management system, provincial asset register, and electronic fuel management function and the second envelope should be for the **financial proposal** (NB: **Pricing Schedule must be submitted together with the financial proposal**).

(10) EVALUATION METHODOLOGY

The Bid Evaluation Committee (BEC) on the following basis shall conduct the evaluation as follows:

Functionality	100
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Points for Price and Specific goals

Price	80
Specific Goals	20

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(11) TECHNICAL PROPOSAL

Firstly, the technical proposals will be evaluated based on the criteria indicated hereunder and that all bidders that scores more than 70 points on functionality will be evaluated further on price proposals. Bidders may be invited to present their bid proposal.

Evaluation Component	Criteria	Share of maximum score (100points)	Maximum possible points (100points)
Approach and Methodology	Approach / Business proposal on how the bidder will meet the expectations of the contract touching on the following key aspects:		
	Point allocation will be based on the content of the Approach/Business proposal for the contractor providing the Real Time Fleet Management System (RTFMS), Fuel Management System and the Upgrading of a Provincial vehicle asset register.		
	1. The bidder's ability to demonstrate how they will provide the Real Time Fleet Management System (RTFMS).	25 points	45 points
	2. Electronic Fuel Management Function: Technical approach and implementation plan. (Technical approach document and implementation plan must be attached)	10 points	
	3. Action plan / Work-plan (i.e. showing how the bidder intends to roll out the upgrading of the Provincial vehicle asset register.	10 points	

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Evaluation Component	Criteria	Share of maximum score (100points)	Maximum possible points (100points)
Company Experience	Relevant previous experience (Value) Below R5 million R 5 million to R10 Million Above R10 million to R15 million Above R15 million to R 20 million Above R20 million (Proof of relevant experience must be attached i.e. works orders, appointment letters, completion certificate)	5 points 10 points 15 points 20 points 25 points	25 points
	Relevant company experience and in similar projects. Below 5 years 5 years to 10 years Above 10 years (Proof of relevant experience must be attached i.e. works orders, appointment letters, completion certificate)	5 points 10 points 20 points	20 points
Locality	Within Mpumalanga Province (10 points) Provinces bordering Mpumalanga(5 points) (Proof of residential address to be attached)	10points 5 points	10 points
		TOTAL	100 points

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(12) FINANCIAL PROPOSAL (NB: Pricing Schedule must be submitted together with the financial proposal).

Secondly, all bidders who have scored above **70 points** on functionality will be evaluated further on price.

(13) PRICE PROPOSAL AND SPECIFIC CONTRACT DETAILS

- Bidders who score less than **70 points** of the **100 points** on functionality will be disqualified.
- Proposal must be submitted in South African rand, on a fixed price basis, including VAT and disbursement.
- The Department reserves the right to call interviews with short-listed bidders before final selection.
- A bid from any bidder whose name appears on the National Treasury Database of Restricted suppliers will not be considered.
- The Department is not BOUND to accept any of the proposals submitted and reserves the right to call for best and final offers from short listed bidders.
- The Department reserves the right to negotiate rates or prices with the preferred bidder.
- No Alternative offers are permissible.
- Service Providers who do not attend the compulsory briefing session will be automatically disqualified.
- Service providers that submit both the **technical proposal** on Real Time Fleet Management System, Electronic Fuel Management function and Provincial Asset Register, and the **financial proposal** in one envelope will be disqualified.
- **Validity Period is 90 days**

(14) RETURNABLE SCHEDULES/ DOCUMENTS

Returnable Schedules required only for tender evaluation purposes:

- Approach / Business Proposal.
- Schedule of Company experience (Proof of experience).
- Key Personnel (attach CV and certified proof of qualification).

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- Proof of residential address (Proof must be in the name of the company or CK member).

(15) COMPULSORY RETURNABLE SCHEDULE

Each bid shall comprise a clearly indicated proposal with the tender documents as follows:

Section	Compulsory Returnable Schedule	Attached Yes/ No
a.	Compulsory Enterprise Questionnaire	
b.	Certificate of Authority for Signatory.	
c.	Record of Addenda to Tender Documents (where applicable).	
d.	Fully completed original tender document.	
e.	If the bidder is a joint venture /consortium/partnership, an original or originally certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
f.	Fully completed Standard Bidding documents (SBD1, SBD4, SBD6.1, SBD6.2 and Annexure C).	
g.	Copy of valid COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing issued by Department of Labour related to construction, FEM or any other legal recognized authority.	
h.	Copy of contractor Registration for Incorporation or of Company Registration Document.	
i.	Certified copies of Identity Documents of owners/ directors / partners / shareholders of the Business not older than 3 months as at the closing date of the bid.	
j.	Proof of registration with National Treasury's Central Suppliers Database (CSD)	

NB:

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

- ✓ Where any of the compulsory returnable schedules makes a provision for signature, the said schedule must be fully completed and signed. Failure of which the bidder will be automatically disqualified.

Note:

- As mandated by DTI and the South African Bureau of Standards (SABS) only locally, produced goods or locally manufactured goods meeting the minimum stipulated threshold for local production and content will be considered. (See designated industries, sectors and sub-sectors found under www.thedtic.gov.za).

(16) PRICE

Only qualifying bids shall be evaluated further in terms of the 80/20 preference points system, 80 points will be only for the price. A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

16.1

SPECIFIC GOALS



(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

A maximum of 20 points shall be awarded to a bidder(s) in respect of Specific goals as contemplated in the Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Regulations 2022. Regulations were gazetted on 4 November 2022 (No. 47552) Vol 689 and effective from 16 January 2023. This bid will be evaluated as per the above-mentioned regulations. Bidders are required to submit evidence by which Preference Points can be claimed based on the Specific Goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.

Specific goals	Maximum Preference Points Allocated
Enterprises/ companies owned by people without franchise in the national elections prior to 1994 (Africans, Indians and Coloured)	10
Women	4
Youth	4
Persons with Disabilities	2
TOTAL	20 Points

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

PRICING SCHEDULE

(NB: Pricing Schedule must be submitted together with the financial proposal).

1: ADMINISTRATION

PRICING FOR ADMINISTRATION (Monthly fixed cost)

(Please specify and itemize)

Administration fees for provisioning, upgrading and
back up of system etc. per month

R _____, ____

Breakdown of administration fees

Schedule	Amount (Including VAT)
1:	R
2:	R
3:	R
4:	R
5:	R
6:	R
TOTAL	R

2. CAPITAL OUTLAY (Once-off cost)

2.1. Price of establishing a Call Center R _____, ____

2.2. Other (Please specify) R _____, ____

3. VARIABLE COSTS

These are rates. Indicate the cost of unit that your company will use to charge the Department, e.g. per unit.

3.1. Cost of installing tracking units R _____, ____

3.2 Cost of de-installation if requested (Previous or current) R _____, ____

3.3. Cost of re-installation of units R _____, ____

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

- 3.4. Cost of repairs per vehicle R _____, _____
- 3.5. Rent of tracking unit per month R _____, _____
- 3.6. Recovery costs of stolen vehicles R _____, _____
- 3.7. Other (Specify) R _____, _____

4. UPGRADING OF PROVINCIAL VEHICLE ASSET REGISTER.

- 4.1. Upgrading of the Asset Register R _____, _____
- 4.2. Conducting in loco inspection to 12 Departments
and collection of data throughout the Province R _____, _____
- 4.3. Other (Specify). R _____, _____

5. PROVISION OF ELECTRONIC FUEL MANAGEMENT FUNCTION

- 5.1. Fuel Management Equipment (specify) R _____, _____
- 5.2. Recurring costs R _____, _____
- 5.3. Other (Specify) R _____, _____

Name of Bidder:

.....

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, a separate enterprise questionnaire in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: cidb registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:			
i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;			
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;			
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise Name			

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATI ON	(III) PARTNERSHI P	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number, chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms acting in the capacity of, was authorized to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2.

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms, acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

NAME	ADDRESS	SIGNATURE	DATE
.....			
.....			
.....			
.....			

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,.....
..... hereby authorize Mr/Ms
acting in the capacity of, to sign all documents
in connection with the tender for Contract No and any contract resulting
from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms..... , authorized signatory of the company,.. acting in the capacity

of lead partner, to sign all documents in connection with the tender offer for Contract No .. and any contract

resulting from it, on our behalf. We accept that, as parties to the Joint Venture, we are jointly and severally responsible to the client.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

(V) CERTIFICATE FOR SOLE PROPRIETOR

I, hereby confirm that I am the sole owner
of the business trading as

Signature of Sole owner:

As Witnesses:

- 1.
- 2.

Date:

(A) THE PROVISION OF A REAL TIME FLEET AND (B) ELECTRONIC FUEL MANAGEMENT SYSTEM AND (C) THE UPGRADING OF A PROVINCIAL VEHICLE ASSET REGISTER FOR GOVERNMENT OWNED VEHICLES FOR A PERIOD OF FIVE YEARS IN THE MPUMALANGA PROVINCE.

Record of Addenda to Tender Documents

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no					Company/Close Corp. registered no						
Income Tax ref no					PAYE ref no	7					
VAT registration no	4				SDL ref no	L					
Customs code					UIF ref no	U					
Telephone no					Fax no						
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no					Income Tax ref no						
Telephone no					Fax no						
E-mail address											
Physical address											

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

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 interest¹ 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

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.

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 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 consortium² 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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD4

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.

- 3.6 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

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

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	80
SPECIFIC GOALS	20
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:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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)
Enterprises/ companies owned by people without franchise in the national elections prior to 1994 (Africans, Indians and Coloured)		10		
Women		4		
Youth		4		
Persons with Disabilities		2		

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 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:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula
(C7)	Specified local content %	EU

Note: VAT to be excluded from all calculations

[illegible]

(C20)	Total tender value
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(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total

(C23) Total
(C24)

(C25) Average local c

Signature of tenderer from Annex B

Date: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. 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.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. 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.
- 3.2 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

4. Standards

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

5. Use of contract documents and information; inspection.

- 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 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 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.
- 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.

6. Patent rights

- 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. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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 canceling 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.

22. Penalties

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.

23. Termination for default

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:

- (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 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) 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.

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:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)