PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EMPLOYMENT AND LABOUR					
BID NUMBER:	LAB 02/2024	CLOSING DATE:	09 July 2024	CLOSING TIME:	11:00
DESCRIPTION	**BID FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR TRACKING, RECOVERY AND FLEET MANAGEMENT SYSTEM TO THE NATIONAL DEPARTMENT OF EMPLOYMENT AND LABOUR FOR A PERIOD OF 36 MONTHS.**				
The bidders must be registered on the Central Suppler Database(CSD) and attaché such proof (i.e. MAAA number) **The successful bidder will be required to fill in and sign a written contract form (SBD7).**					

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

The Department of Employment and Labour, Laboria House: Paul Kruger Street entrance (c/o Paul Kruger and Francis Baard Street)

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						
	TCS PIN:		**OR**	CSD No:		
COMPANY CONTACT PERSON	NAMES AND SURNAME.....					

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
		TOTAL BID PRICE (ALL INCLUSIVE)	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**BIDDING INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF EMPLOYMENT AND LABOUR	**TECHNICAL CONTACT PERSON**	PHUTI KGARE/ SIZEKA NKUNA
CONTACT PERSON	BELLAH GELEBE/ BOITUMELO ZULU / THEMBA MASEKO	TELEPHONE NUMBER	(012) 309 4485/4337
TELEPHONE NUMBER	(012) 309 4084/4943/4826	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	HQtenders@labour.gov.za
E-MAIL ADDRESS	HQtenders@labour.gov.za		

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 ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.**

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

CHECKED BY BIDDER

NB!! Have the following forms been completed, signed and submitted with your proposal?

☐ SBD 1	☐
☐ Tax Compliance	☐
☐ 3.1 Pricing	☐
☐ SBD 4	☐
☐ SBD 6.1	☐
☐ Letter of resolution of Signatory attached	☐
☐ Each page initialed	☐
☐ Documents fully Completed.	☐
☐ Compulsory Briefing	☐
☐ ID Copies Certified	☐

NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID

IMPORTANT NOTE:

Tax Compliance Status

Bidders must ensure compliance with their tax obligations.

Bidders are required to supply their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer`s profile Tax Compliance Status (TCS)

Application for Tax Compliance Status or PIN may also be made via e-filing in order to use this provision; taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za

Failure to submit the required compliance information will invalidate your bid/proposal.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number LAB 02/2024
Closing Time 11:00	Closing date 09 July 2024

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by: .....
- At: .....
  .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
  *Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not 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

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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

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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.

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	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:

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Percentage owned by women 10 points equal to 100% Points will be calculated and allocated based on the percentage of ownership to the company	10	
South African company 10 points will be allocated to a company that is 100% owned by south African citizen and not a subsidiary of foreign owned company.	10	

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: .....

.....

.....

.....

Request for Proposal for Appointment of Tracking, Recovery and Fleet Management System Companies To Provide Tracking, Recovery to The National Department of Employment and Labour For the period of 36 months

RFB Number: LAB02/2024

Date Issued: 12 June 2024

Closing date and time: 9 July 2024 at 11H00

Bid Validity Period: 90 days

TENDER BOX ADDRESS:

ADDRESS : 310 Paul Kruger Street
ADDRESS : Pretoria
ADDRESS : 0002

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1. INTRODUCTION

The Department of Employment and Labour strives for a labour market which is conducive to investment, economic growth, employment creation and decent work. The Department of Employment and Labour is a National Department which operate from its Head Office based in Pretoria, Supported Employment Enterprise Factories, nine (9) Provincial Offices and Labour Centres throughout the Country.

2. PURPOSE OF THIS REQUEST FOR BID (RFB)

The purpose of this Request for BID (RFB) is to solicit proposals from potential bidder(s) for the provision of Vehicle Tracking, Recovery and Fleet Management service to Department of Employment and Labour

This RFB document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by Department of Employment and Labour for the provision of travel management services to Department of Employment and Labour.

This RFB does not constitute an offer to do business with Department of Employment and Labour, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. DEFINITIONS

3.1. clause headings are for convenience and shall not be used in its interpretation;

3.2. unless the context clearly indicates a contrary intention

3.3. where figures are referred to words and numerals, if there is any conflict between the two, the words shall prevail

3.4. where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause;

3.5. any reference to any legislation is to such legislation as at the Signature Date and as amended or re-enacted from time to time;

3.6. the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example/s. Accordingly, without limiting the generality of a foregoing, wherever the words "includes" or "including" are used in this Agreement, the words "without limitation" shall be deemed to follow them;

3.7. if any provision in a definition is a substantive provision conferring any right or imposing any obligation on a Party, then notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement;

3.8. when any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday or public holiday in the RSA, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the RSA;

3.9. the rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of the agreement shall not apply

3.10. the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings -

3.10.1. **"Additional Fitment Process"** means that process recorded in Annexure "E" hereto

3.10.2. **"Agreement"** means this agreement together with all annexures attached to it;

3.10.3. **"Authorised Users"** mean those officials given permission by the Department to obtain the Services supplied by the Service Provider under this Agreement and who may be notified of any alarms in respect of the relevant Vehicle by the Service Provider;

3.10.4. **"Business day"** means any day other than Saturday, Sunday or Official Public holidays in the RSA recognized as such in terms of Public Holidays Act, 1994 (Act No.36 of 1994);

3.10.5. **"Commencement Date"** means, notwithstanding the device activation date;

3.10.6. "**Contracted Fitment Centre**" means a fitment centres recorded in Annexure "C" hereto, which schedule may be updated from time to time by written notice from the Service Provider to the Department;

3.10.7. "**Department**" means the Department of Employment and Labour of the RSA;

3.10.8. "**Director-General**" means the Director - General: Employment and Labour;

3.10.9. "**False alarm**" means an alarm message sent to the Service Provider's support centre in respect of a panic alarm, area violation and battery tampering where such condition is not an actual emergency and the Department or any Authorised User has not notified the Service Provider's support centre that same has been incorrectly triggered;

3.10.10. "**Installation Date**" means the date of installation of the Tracking Unit on a Vehicle, which date will be determined by the date reflected on the Installation Certificate confirming installation of the Tracking Unit in question in the relevant Vehicle;

3.10.11. "**Installation Certificate**" means the certificate issued by the Service Provider's installer certifying that the Tracking Unit has been successfully installed in the Vehicle in question;

3.10.12. "**Minimum Number**" means **1491** (one thousand four hundred and nighty –one

3.10.13. "**Parties**" means the Department and the Service Provider and "Party" means either of them, as required by the context;

3.10.14. "**Pricing Schedule**" means Annexure "B" to this Agreement;

3.10.15. "**Prime Rate**" means the rate publicly quoted by First National Bank Limited, from time to time, as being its prime rate (expressed as a nominal annual compounded monthly in arrear rate), calculated on a 365 day a year factor, irrespective as to whether or not the year is a leap year and prima facie proven, in the event of there being a dispute in relation thereto, by certificate by any manager of the aforesaid bank (whose appointment, qualification or authority need not be proven)

3.10.16. "**Roll-Out Plan**" means the roll-out plan attached to this Agreement as annexure "D";

3.10.17. "**RSA**" means the Republic of South Africa;

3.10.18. "**Tracking Unit**" means a tracking unit installed in the Vehicles, as contemplated in this Agreement;

3.10.19. "**Tracking Unit Purchase Price**" means the purchase price payable by the Department for each Tracking Unit which is installed in a Vehicle, as recorded in the Pricing Schedule under the heading "unit amount";

3.10.20. "**Services**" means the services to be provided by the Service Provider under this Agreement as recorded in the Services Schedule

3.10.21. "**Service Provider**" means Company

3.10.22. "**Services Schedule**" means Annexure "A" hereto, recording the Services to be Provided by the Service Provider to the Department under this Agreement;

3.10.23. "**Subscription Charge**" means the monthly amount payable by the Department monthly in arrears for the Services to be provided by the Service Provider in regard to each Vehicle, as recorded in the Pricing Schedule;

3.10.24. "**User Manual**" means the user manual in respect of the Tracking Units installed in the Vehicles in terms of this Agreement;

3.10.25. "**Vehicles**" means the vehicles of the Department and of Authorised Users which have been fitted with a Tracking Unit, as contemplated in this Agreement;

3.10.26. "**GSM**" means Global System for Mobile Communication;

3.10.27. "**GPRS**" means General Packet Radio Service; and

3.10.28. "**SMS**" means short message service.

3.10.29. **Management Fee** is the fixed negotiated fee payable to the Vehicle Tracking Company (successful bidder) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc.).

3.10.30. **Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.

3.10.31. **Service Level Agreement** (**SLA**) is a contract between the successful bidder and department of employment and labour that defines the level of service expected from the both parties.

3.10.32. **VAT** means Value Added Tax.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. Tax Legislation

4.1.1. Bidder(s) must be compliant when submitting a proposal to Department of Employment and Labour and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

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

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

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

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

4.2. Procurement Legislation

Department of Employment and Labour has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000).

4.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

4.4 Department Employment and Labour Acts; Rules and Regulations

Bidder(s) should be compliant to all Department of Employment and Labour Acts, Rules and Regulation. Bidders(s) should remain complaint throughout the contract, in relation to Phase 4 of the Evaluation and Selection Criteria.

4.5 PROTECTION OF PERSONAL INFORMATION

The successful bidder shall comply with the provisions of all Data Protection Legislation, that apply in relation to any Personal Information Processed in connection with this Agreement, and render such assistance and co-operation as is reasonably necessary or reasonably requested by the other Party, including, but not limited to, the provision of information regarding the existence, applicability and extent of application of Data Protection Laws to Personal Information and Promotion of Access to Information Act 2000 (Act 2 0f 2001).

5. BRIEFING SESSION

A Compulsory briefing and clarification session will be held through Microsoft team where the Department of Employment and Labour Head Office to clarify to bidder(s) the scope and extent of work to be executed.

It is highly recommended that bidders must attend the briefing session as proposals of bidders who did not attend the briefing session will not be considered.

6. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid	**12 June 2024**
Compulsory briefing and clarification session	**26 June 2024 at 10H00**
Bid closing date	**09 July 2024 at 11H00**

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at Department of Employment and Labour's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Department of Employment and Labour to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Department of Employment and Labour extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

7. CONTACT AND COMMUNICATION

7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified Central e-mail: HQtenders@labour.gov.za, Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

7.2. The delegated office of Department of Employment and Labour may communicate with Bidder(s) where clarity is sought in the bid proposal.

7.3. Any communication to an official or a person acting in an advisory capacity for Department of Employment and Labour in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

7.4. All communication between the Bidder(s) and Department of Employment and Labour must be done in writing.

7.5. Whilst all due care has been taken in connection with the preparation of this bid, Department of Employment and Labour makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Employment and Labour, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

7.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Employment and Labour (other than minor clerical matters), the Bidder(s) must promptly notify Department of Employment and Labour in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Employment and Labour an opportunity to consider what corrective action is necessary (if any).

7.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Employment and Labour will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

7.8. All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering

process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

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

9. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

10. FRONTING

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

10.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business

with the public sector for a period not exceeding ten years, in addition to any other remedies Department of Employment and Labour may have against the Bidder / contractor concerned.

11. SUPPLIER DUE DILIGENCE

Department of Employment and Labour reserves the right to conduct supplier due diligence prior to final award. This include but not limited to compliance to UIF, CF and any other Departmental regulations related to this Bid. Should the shortlisted bidder be found not be compliant with the Regulations, the department may regard the bid as non-responsive. Furthermore, the successful bidder must remain compliant for the duration of the contract period or the contract may be terminated.

12. SUBMISSION OF PROPOSALS

12.1. Bid documents must be placed in the tender box at 310 Paul Kruger Street in Pretoria on or before the **09 July 2024 at 11H00**

12.2. Bid documents will only be considered if received by Department of Employment and Labour before the closing date and time.

12.3. The bidder(s) are required to submit two (2) copies of each file. (One (1) original and two (2) duplicate) with content of the entire proposal by the **09 July 2024** at **11H00.** Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE)
Exhibit 1: Pre-qualification documents **Exhibit 2:** • Technical Responses and Bidder Compliance Checklist for Technical Evaluation • Supporting documents for technical responses.	**Exhibit 1:** Pricing Schedule

(Refer to Section 17.2 - Phase 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)

Exhibit 3:

- Company Profile
- Any other supplementary information

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

13. PRESENTATION / DEMONSTRATION

Department of Employment and Labour reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty-six) months.

15. SCOPE OF WORK

15.1. Background

The Department of Employment and Labour as a National Department is mandated to regulate the South African Labour market for a sustainable economy through appropriate legislation and regulations, inspection, compliance monitoring and enforcement.

The Department has National office and nine provincial offices with approximately +- 196 Labour centers with footprints in every municipality in the country (Labour Centers).

The Department is currently in a 12 months fixed contract for tracking, recovery, fleet management, monitoring, reporting and 24/7 support, for its 1491 vehicles that are stationed in 9 provincial offices, head office and Labour centers.

The current contract is due to expire on the 31 July 2024.

The duration of the contract will be for a period of 36 months, commencing from the date of the signing of the Service Level Agreement (SLA);
Currently the Departmental Fleet consist of **1206 Sedans**, **257 LDV** ,**14** mobile Office (Minibus) and **14** Trucks.
Department of Employment and Labour's primary objective in issuing this BID is to source the services of a successful bidder (s) to assist the department in achieving the following:

a) A consistent tracking, recovery, fleet management, monitoring, reporting and 24/7 support for the departmental fleet.
b) An efficient and effective fleet management solution to the Department

15.2. INSTITUTIONAL ARRANGEMENTS AND EXPECTATIONS OF THE BIDDER IN THIS REGARD

The Bidder/s will be expected to submit a detailed de-installation and installation plan that will cover the installation of the vehicles in all the provinces as distributed in all municipalities in respective Province.

15.3. BREAKDOWN OF VEHICLES PER PROVINCE

Provincial Offices	Total Number of Vehicles	Number Installation Per province	Number DE installation Per Province	Due for disposal
Limpopo	165	157	165	8
Eastern Cape	190	190	190	0
Northern Cape	108	91	108	17
North West	109	79	109	30
Western Cape	152	134	152	18
Free state	134	104	134	30
Mpumalanga	132	114	132	18
Kwa-Zulu Natal	211	185	211	26
Gauteng	217	215	217	2
Ministry/Parliament	16	13	16	3
Trucks	14	14	14	0

Head Office	29	26	29	3
Mini Buses	14	14	14	0
Total	**1491**	**1336**	**1491**	**155**

Table 1

Note: These figures are projections based on the current status quo and they will change during the tenure of the contract due to procurement of additional vehicles. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

15.4. The successful Bidder will be expected to work closely with the fleet management team, and have monthly review meetings with Head Office and Provincial offices of the Department of Employment and Labour

15.5. SERVICE REQUIREMENTS

15.5.1. General

The successful bidder will be required to provide Vehicle Tracking, Recovery and Fleet Management service to Department of Employment and Labour

Deliverables under this section include without limitation, the following: -

15.5.2. The system must provide but not limited to: -

15.5.2.1. Fleet Management

- Live monitoring and/or tracking of fleet via software and/or online system.
- Timeous monitoring indicating exact positioning, time, speed, kilometers of the vehicle;
- Coverage and/or communication must **not** be limited to, boarders of Republic of South Africa (RSA);
- Driver behavior monitoring and automatic notification when abnormality is picked up;
- High risk areas automatic notifications via email/sms/pop up

on software/online system;

- Automatic notifications via email/sms/pop up on software/online system to, nominated officials within one minute of event being triggered (e.g. speeding, battery temper, towing, deviation from route if route is assigned)

15.5.2.2 Generate different Fleet Management Reports including but not limited to: -

- Moving vehicles;
- Number of vehicles with ignition on and off;
- Number of vehicles idling and/or excessive idling;
- Vehicles with disconnected and/or low voltage battery;
- GSM coverage status;
- Number of over speeding vehicles;
- Harsh breaking, acceleration and cornering;
- Number of vehicles outside and or close RSA boarder 15km radius;
- Driver behavior report;
- Expenditure report
- Maintenance and/or kilometers service reminder;
- Summary report with, trip date, distance, speed, etc.;
- Vehicle license disk expiry reminder;
- Vehicle odometer reading, distance travelled in a day, week, month and annually. (Online log book) dormant vehicles, exceptional report.
- Interpretation of the reports and/or recorded data into understandable language, during disciplinary hearing cases and legal actions.

15.5.2.3. Automatic notifications on suspected motor vehicle accident (MVA) alert and/or the following: -

- High G-force
- Severe G-force;

- Damage detected;
- Harsh bump;
- Rollover;

15.5.2.4. Tracking and Recovery Services

- Provide 24hrs/ 7 days/ 365 days' recovery services;
- Provide recovery services beyond the borders of the RSA;
- Tracking device backup battery independent from the vehicle battery that, can last up to 72 hours without direct power from vehicle battery;
- Automatic notifications of the vehicle battery low voltage, battery life, starter time, battery disconnect and reconnect, voltage below threshold to ensure tracking unit does not loose communication;
- Warning for striping and/or disconnect/ reconnect battery temper;
- Provide the ignition sensor for ignition on and off;
- Provide panic buttons; and
- Automatic notifications via sms/ email/ software popup/ online system popup when vehicles approach the border posts (10Km radius), notifications must be followed up by phone call within 3 minutes.

15.5.2.5. Connectivity

- Nominated departmental officials must have access to monitor and manage fleet by means of: -
- Web based software or online platform;
- App for smart phones/ tablets;
- The successful bidder must be able to provide information as and when required.
- Nominated officials must receive SMS/WhatsApp and email alerts immediately when an event is triggered; and
- The successful bidder must provide for storage of information/ reports for a period not less than five (5) years after the lapse of the contract.

16. TRACKING DEVICES AND OTHER REQUIREMENTS

16.1. The written off vehicles' tracking devices / unit must be reinstalled on additional vehicles procured

16.2. Prospective bidders must de-install and install devices as per table 1 above.

16.3. Prospective bidders should submit the De-installation and installation plan

16.4. The Prospective bidders must make provision for addition of vehicles as and when the Department procures vehicles; which the units will also run concurrently with the actual contract irrespective of the date of installation.

16.5. The Prospective bidders is required to provide trainings, to the Departmental officials responsible for Fleet Management, on how to interpret reports and be able to represent the Department in the disciplinary hearings.

16.6. The Prospective bidders must be able to represent that department when required in court in cases of third party claims

17. TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING:

17.1.1. The successful bidder must have the capability to consolidate all management information related to Fleet management services expenses into a single source document with automated reporting tools;

17.1.2. The successful bidder must provide a full end to end Online vehicle tracking, recovery and fleet management system /Tool to facilitate vehicle monitoring to optimise the services and related fees

17.1.3. All management information and data input must be accurate;

17.1.4. The successful bidder will implement all the necessary processes and programs to ensure that all the data is secured at all times and not accessible by any unauthorised parties.

18. ACCOUNT MANAGEMENT

18.1.1 An Account Management structure should be put in place to respond to the needs and requirements of the Department and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

18.1.2 The successful bidder must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Department of Employment and Labour's account.

18.1.3 The necessary processes should be implemented to ensure good quality management and ensuring Fleet Management Services satisfaction at all times.

18.1.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the successful bidder and other Fleet Management service providers.

18.1.5 Ensure that the Department of Employment and Labour's Fleet Management Policy is enforced.

18.1.6 The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the successful bidder.

18.1.7 Ensure that workshops/training are provided to Transport Officers and/or Transport Managers

19. MEETINGS

19.1. Meetings to be held between the service provider and the Department monthly, quarterly and yearly to discuss the reports mentioned on paragraph 15.5.2.2.

20. PRICING MODEL

Department of Employment and Labour requires bidders to propose pricing as per the table below

Services	**Cost per vehicle Year 1**	**Cost per Vehicle Year 2**	**Cost per vehicle Year 3**
Monthly Subscription fee			
De-Installation of old units			
Installation new units			
Transfer of existing units			
Driver Tag			
Other (Specify)			

21. EVALUATION AND SELECTION CRITERIA

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

Phase	Description	Applicable for this bid
Phase 1	Administrative Pre-qualification requirements	**YES**
Phase 2	Mandatory requirements	**YES**
Phase 3	Evaluation on functionality	**YES**
Phase 4	Presentation	**YES**
Phase 6	Evaluation on Price and Specific goals	**YES**

The bidder must qualify for each phase to be eligible to proceed to the next stage of the evaluation.

Submission of bid response: The bidder has submitted a bid response documentation pack –

i. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and;

in the correct format as one original document.

PHASE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if Department of Employment and Labour is unable to verify whether the pre-qualification requirements are met, then Department of Employment and Labour reserves the right to –

a) Reject the bid and not evaluate it, or Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

b) Detailed signed Joint Venture Agreement (in case of a Joint Venture)

must be attached as part of the submitted tender document.

c) Bidder/s should comply with basic Labour Relations Act/s, E.g. OHS, Basic Conditions of Employment Act (BCEA), Minimum Wage, UIF and COIDA and should remain compliant for the duration of the contract.

d) The total Bidding price must be written correctly and in full on all required SBD 3.3 forms as well as the proposal/quotation. (See pricing schedule table).

e) Completed and Signed Standard Bidding Documents (SBD forms)

f) Certified ID copies of Company Members and Shareholders, at the point of submission.

g) A resolution of the Board of Directors for authority of signatory with the ID number of the appointee must be submitted with the bid.

h) Please note that any enquiries should be directed via e-mail or telephone and will only be responded to at the compulsory briefing session. After the briefing session, queries will only be submitted via e-mail and responses will also be via email and copied to all other bidders. The department will not take queries 5 days before the closing date.

i) Any proposals received in response to this bid remain the property of the Department of Employment and Labour.

j) Bid document must be completed in Black Ink.

k) No correction fluid (tippex)

l) No late bids shall be accepted

m) The Department of Employment and Labour reserves the right to award or not award the bid.

n) Bids should be held valid for a period of 90 days.

PHASE -2 MANDATORY

21.1 Certified ID copies of Company Members and Shareholders, at the point of submission, failure to submit will result in disqualifications of the bidder

21.2 **Attendance at compulsory briefing session:** All bidders are required to capture their details (on MSTEAMS) as attendance register, using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder's response document

21.3 Bidders must be registered with Vehicles Security of South Africa (VESA)

21.4 Bidder/s must have the ICASA certificate.

21.5 Bidder/s must be registered on the Central Supplier Database (CSD) and provide summary report that has compliant TAX status and valid banking details

21.6 A resolution of the Board of Directors for authority of signatory must be submitted with the bid.

21.7 Bidders must provide 5 reference letters and it must be on a company letter head and signed and must be relevant to tracking and recovery of fleet services)

PHASE 3 -FUNCTIONALITY

	CRITERIA	Scoring Guide	Weight
1	De-Installation Plan existing units (inception)	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10
2	De-Installation Plan end of contract	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10
3	Demonstrate in-depth experience on the Tracking, recovery and Fleet Management Services.	0= No experience 1= 1 year experience 2= 2 years' experience 3= 3 year experience 4= 5 years' experience 5= More than 5 years' experience	15
4	Demonstrate Technical Infrastructure, capabilities and	1= Poor 2=Average	15

	experience to run the Tracking and Fleet Management System	3=Good 4=Very good 5=Excellent	
5	Detailed Training Plan	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10
6	Detailed installation plans existing units.	1= Poor 2= Average 3= Good 4= Very good 5= Excellent	10
7	Company have to provide proof of the recovery inside RSA and close to the borders for RSA (5 certificates), Provide reference letters from at least three (5) contactable clients (not older than 7 years) which are of a similar operation to Department/Organisation/Client whom we may contact for references. The letter must include: company name, contact name, address, phone number, and duration of contract, a brief description of the services that you provided and the level of satisfaction.	0= No letter provided 1= 1 contactable letters 2= 2 contactable letters 3= 3-4 contactable letters 4= 5 contactable letters 5= More than 5 contactable letters	10

8	Geographic/National footprint availability of Offices in RSA (provide proof business establishment and municipality/electricity bill not older than 6 months)/.	0= No letter provided 1= 1 contactable letters 2= 2 contactable letters 3= 3-4 contactable letters 4= 5 contactable letters 5= More than 5 contactable letters	10
9	Fleet management information systems reports and proof at least 10 reports.	1= No report 2=Less than 3 reports 3=10 reports 4=More than 10 reports 5=More than 15 reports	10

Scoring Guideline

A point scoring system would be utilized as follows:

SCORE	DESCRIPTION
1	**Does not meet requirements, or no information supplied.** • **less than 1 POE =1**
2	**Meet some of the requirements** • **1 - 2 POE's =2**
3	**Almost meet all requirements** • **3 POE's =3**
4	**Fully meet all requirements** • **4-5 POE's =4**
5	**Exceeds all requirements** • **6 POE's & above =5**

All bidders who score less than 75% out of 100% on Presentation will not be considered for further evaluation on Price and Specific Goals.

A point scoring system would be utilized as follows for the Presentation

SCORE	DESCRIPTION
1	Does not meet requirements, or no information supplied.
2	Meet some of the requirements
3	Almost meet all requirements
4	Fully meet all requirements
5	Exceeds all requirements

PHASE -4 PRESENTATION /SITE INSPECTION

	CRITERIA	Scoring Guide	Weight
1	**OFFICE MANAGEMENT** Provide an overview of your back-office processes detailing the degree of automation for vehicle tracking system workflow, ground arrangements. Describe roles and responsibilities of assigned staff. Please provide the management hierarchy. Describe type of training provided to tracking system personnel.	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10
	The prospective successful bidder must demonstrate the fleet Monitoring, recovery capabilities, infrastructure	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	30
	Provide a presentation on the process of archiving, retrieval	1= Poor 2=Average 3=Good	30

	reports and life tracking.	4=Very good 5=Excellent	
	Demonstrate the capabilities of account reconciliation.	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	10
	Demonstrate the Inclusion of the Driver tag advantages and disadvantages.	1= Poor 2=Average 3=Good 4=Very good 5=Excellent	20
Total Technical score			**100%**

Total Score	100
Minimum threshold for technical proposal	75%

NB: All bidders with a score less than 75% out of 100% on technicality will not be considered for the next stage/phase.

Bidders that have passed Phase 3 stage of evaluation will proceed to Phase 4 of evaluation which is Presentation, Prospective bidders who score a minimum of 75 points or more will be considered for the next phase, Phase 5 (Price and Specific Goals).

Technical Scorecard

Phase 5 Evaluation pricing and Specific goals

1. **Price (80 points)**
2. **Specific goals (20 Points)**

Goals	Number of points (10 points)
Percentage owned by Women **10 points be equal to 100% ownership** (Points Will be calculated and allocated based on the % of ownership to the company)	10
South African Company 10 points will be allocated to a company that is 100% owned by South African citizens and not a subsidiary of a foreign owned company	10

a. Joint Ventures, Consortiums and Trusts

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **Department of Employment and Labour** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

22. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Department of Employment and Labour is prepared to enter into a contract with the successful bidder (s).

b. The bidder submitting the General Conditions of Contract to Department of Employment and Labour together with its bid, duly signed by an authorised representative of the bidder.

23. CONTRACT PRICE

Contract price should be fixed for the duration of the contract.

24. SERVICE LEVEL AGREEMENT

24.1. Upon award Department of Employment and Labour and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Department of Employment and Labour, more or less in the format of the draft Service Level Indicators included in this tender pack.

24.2. Department of Employment and Labour reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

25. SPECIAL CONDITIONS OF THIS BID

Department of Employment and Labour reserves the right:

25.1. To negotiate with one or more prospective bidder(s) identified in the evaluation process, regarding any terms and conditions, including price.

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

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

25.4. To cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated.

25.5. Award to multiple bidders based either on size or geographic considerations.

26. SERVICE PROVIDER SYSTEM/ INFORMATION SECURITY REQUIREMENTS

The service provider/bidder must ensure that security of the systems and platform that is going to host travel request system/application meet the minimum security standards requirements, the proposal must indicate and respond this to points: -

1. Compliance with POPI Act in terms of Citizens/Department personnel personal information to be captured on the application.
2. If the service provider host information on cloud it must be within the SA borders as per the DPSA Cloud directive requirements (Directive on Public Service Information System signed in 2002 provides directive on how information security governance, practise and other related procedures needs to be followed to ensure protection of information and technology assets. Key directives:
   a. Information system acquisition, development and maintenance,
   b. Communications and operations management,
   c. Access control,
   d. Mobile and remote control,
   e. Use of information assets,
   f. Cloud security),
   g. Electronic signature)

27. DEPARTMENT OF EMPLOYMENT AND LABOUR REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, Bidder(s) are required to declare the following:

27.1. Confirm that the bidder(s) is to: –

a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Department of Employment and Labour;

b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

c. Act with circumspection and treat Department of Employment and Labour fairly in a situation of conflicting interests;

d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Department of Employment and Labour;

f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;

g. To conduct their business activities with transparency and consistently uphold the interests and needs of Department of Employment and Labour as a client before any other consideration; and

To ensure that any information acquired by the bidder(s) from Department of Employment and Labour will not be used or disclosed unless the written consent of the client has been obtained to do so

28. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

28.1. Department of Employment and Labour reserves its right to disqualify any bidder who either itself or any of whose member's directors or members of senior management, whether in respect of Department of Employment and Labour or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

a. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

c. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Department of Employment and Labour's officers, directors, employees, advisors or other representatives;

d. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

e. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

f. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

g. Has in the past engaged in any matter referred to above; or

h. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

29. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

29.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Department of Employment and Labour relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

29.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Department of Employment and Labour against the bidder notwithstanding the conclusion of the Service Level Agreement between Department of Employment and Labour and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

30. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Employment and Labour, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

31. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Employment and Labour incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Employment and Labour harmless from any and all such costs which Department of Employment and Labour may incur and for any damages or losses Department of Employment and Labour may suffer.

32. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

33. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Department of Employment and Labour shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

34. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Department of Employment and Labour reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Department of Employment and Labour, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Department of Employment and Labour further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

35. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Department of Employment and Labour reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

36. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

37. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Department of Employment and Labour allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Department of Employment and Labour will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

38. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Department of Employment and Labour 's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Department of Employment and Labour remain proprietary to Department of Employment and Labour and must be promptly returned to Department of Employment and Labour upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Department of Employment and Labour's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

39. DEPARTMENT OF EMPLOYMENT AND LABOUR PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Department of Employment and Labour proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

40. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department of Employment and Labour may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

Approved by: SIGNATURE Director: Fleet & Auxiliary Services ..... RANK	Tumelo Malindzisa ..... NAME IN PRINT 11 June 2024 ..... DATE

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 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.

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REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

BID TO SUPPLY, DELIVER AND FULLY ASSEMBLED OFFICE FURNITURE FOR THE DEPARTMENT OF EMPLOYMENT AND LABOUR