

PROVINCE OF THE NORTHERN CAPE

DEPARTMENT OF ROADS & PUBLIC WORKS



the dr&pw

Department:
Roads and Public Works
NORTHERN CAPE PROVINCE
REPUBLIC OF SOUTH AFRICA

procurement documents

for

**PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION
TO NCFMTE FOR A PERIOD OF (05) YEARS**

BID NO: DRPW 013/2021

Project Manager

Mr/Mrs/Ms: Mr Q Fitzpatrick

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT ROADS AND PUBLIC WORKS)

BID NUMBER:	DRPW 013/2021	CLOSING DATE:	06/08/2021	CLOSING TIME:	11H00am
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DESCRIPTION	PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION TO NCFMTE FOR A PERIOD OF (05) YEARS
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND SLA.

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

DEPARTMENT OF ROADS AND PUBLIC WORKS, 9/11 STOKROOS STREET, TEBOGO LEON TUME COMPLEX

SQUAREHILL PARK

KIMBERLEY,8301

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:	
--	----------	--	----	---------	--

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	---	-------------------------------------	---

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?	
--	--

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
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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 NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
--------------------------------------	--	--	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	

E-MAIL ADDRESS		
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**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>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. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p> <p>NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.</p>

non- responsive.

If the correctional fluid is used to correct signatures, prices, descriptions and written in pencil this **will** lead to bids being regarded as non-responsive.

IMPORTANT NOTICE

NOTICE 1



A COMPULSORY INFORMATION SESSION WILL BE HELD ON:

VENUE: Department of Roads and Public Works
9/11 Sotkroos Street
Tebogo Leon Tume Buildig

DATE: N/A
TIME: N/A

CONTACT PERSON: MR. T.Mgijima or Mr Q Fitzpatrick

PHONE NO: 053-839 2299 or 053 836 6023

BIDDERS WILL ALSO BE REQUIRED SIGN AN ATTENDANCE REGISTER AND
MAKE SURE THAT THEIR COMPULSORY BRIEFING SESSION CERTIFICATE IS
SIGNED BY THE REPRESENTATIVE OF DEPARTMENT

IMPORTANT NOTICE

NOTICE 2



PLEASE NOTE THAT THIS BID CLOSES AT TEBOGO LEON TUME COMPLEX AT 9
-11 STOCKROSS STREET, SQUAREHILL, KIMBERLEY, 8301

**TAKE NOTE - BIDDERS WHO WISH TO MAKE USE OF SPEED SERVICES MUST
MARK DELIVERY "TO COUNTER" AND NOT "TO PRIVATE BAG/BOX" ON THE
STICKER. BIDDERS MUST ALSO CONTACT THE OFFICE, STATING THEIR
TRACKING NUMBER OF THE BID DOCUMENT.**

**BID DOCUMENTS DEPOSITED ANYWHERE ELSE WILL BE REGARED AND
TREATED AS LATE BID**

LIST OF RETURNABLE DOCUMENTS

Returnable Documents marked with an X in the Yes column must be fully be completed and submitted with the bid, failure to comply with the requirement will invalidated your bid

No	Returnable Document	Yes	No	N/A
RETURNABLES DOCUMENTS FOR EVALUATION PURPOSE				
1	Compulsory Briefing Session Certificate		X	
2	Resolution of Board of Directors (signed by all members of the company)	X		
3	Resolution of Board Directors Enter into Consortia of Joint Venture (if applicable signed by all members of the Consortium)	X		
4	Special Resolution of Consortia or Joint Ventures (if applicable signed by all members of the Consortium)	X		
5	Schedule of Proposed Subcontractors (This will be applied as a condition of contract and will only be applicable to the appointed company)			X
6	Capacity of the Tenderer (past experience and current projects, and)	X		
7	NCP Standard Bidding Documents (All must be signed by the nominated signatory)	X		
8	Valid and Signed Offer to Purchase	X		
10	Price breakdown Schedule as requested in TOR	X		
11	Legal Joint Venture Agreement (if applicable)	X		
12	Central Supplier Database Report or Number (compulsory)	X		
RETURNABLE DOCUMENT NOT FOR EVALUATION PURPOSE – INCORPORATED IN A CONTRACT				
13	General Condition of Contract (see bid document)	X		
14	Special Condition of Contract (see bid document)	X		
15	Service Level Agreement (only with successful bidder)			X

NB: If you responded yes to any of the returnable documents proof must be attached where applicable.

SITE CLARIFICATION MEETING CERTIFICATE (N/A)

Project title:	PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION TO NCFMTE FOR A PERIOD OF (05) YEARS
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This is to certify that I, _____ representing _____ in the company of _____ visited the site on: N/A

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Mr B Valentine		
Name of DEPT Representative or Project Leader	Signature	Date

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project: **PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION TO NCFMTE FOR A PERIOD OF (05) YEARS**
(project description as per Bid / Tender Document)

Bid / Tender Number: DRPW 013/2021 *(Bid / Tender Number as per Bid / Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	<i>Name</i>	Capacity	Signature
1			
2			
3			
4			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ *(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

3. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

_____ *(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION TO NCFMTE FOR A PERIOD OF FIVE (05) YEARS *(Project description as per Bid /Tender Document)*

Bid / Tender Number: DRPW 013/2021 *(Bid / Tender Number as per Bid /Tender Document)*

4. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

5. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

6. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Email address: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

	Name	Capacity	Signature
1			
2			
3			
4			
5			

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION TO NCFMTE FOR A PERIOD OF (05) YEARS
(Project description as per Bid /Tender Document)

Bid / Tender Number: DRPW 013/2021*(Bid / Tender Number as per Bid /Tender Document)*Mr/Mrs/Ms:

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

Company Name _____

- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfillment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and

- E. severally liable to the Department for the due fulfillment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

 _____ (code)

Business address: _____

 _____ (code)

Postal Address: _____

Telephone number: _____

Email address: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.			
1	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
2			
3			
4			
5			
	Name of representative	Signature as per resolution of board of directors	Capacity
			Date
	Name of organisation:		

Previous projects (please attach annexure if space is insufficient)

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Start Date	End Date

Name of Bidder	Signature as per resolution of board directors	Date

TAX REQUIREMENTS

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

It is therefore essential to ensure that the person conducting business with the state are tax compliant at the awarding of price quotations or competitive bids as no price quotation or competitive bid may be awarded to persons who are not tax compliant

National Treasury Regulation 16A9.1 (d) requires an Accounting Office and Accounting Officer to reject any bid from a supplier who fails to provide written proof from the South African Revenue Service that, that supplier either has no tax obligations or has made arrangements to meet outstanding tax obligations

The Central Supplier database and tax compliance status PIN are approved methods that will be utilized to verify tax compliance as the SARS does not issue Tax Clearance Certificates but has made an online provision available, via eFiling, for bidder to print their own TCC which they can submit with their bids or price quotations

Where the recommended bidder is not tax compliant, the bidder will be notified in writing of their non-compliance status and will be granted seven calendar days, the bidder must then provide the procuring entity with proof of its tax compliance status, which will be verified on CSD or eFiling.

The Accounting Officer and Accounting Authority will reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status in terms of above.

Bidders are required to indicate their eFiling pin number, for the purpose of Tax Clearance Certificate / or Tax Complaint status verification

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION TO NCFMTE FOR A PERIOD OF (05) YEARS

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: DRPW 013/2021
Closing Time 11:00.....	Closing date: 06/08/2021

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

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

Required by: NORTHERN CAPE FLEET MANAGEMENT TRADING ENTITY
At: KIMBERLEY, NORTHERN CAPE

Brand and model

Country of origin

Does the offer comply with the specification(s)? *YES/NO/N/A

If not to specification, indicate deviation(s)

Period required for delivery

Delivery: *Firm/not firm

**** “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**

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. **IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES**
2. **IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:**

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2... = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2... etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

NCP 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. **Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.**

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		

				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

IMPORTANT NOTICE



PLEASE NOTE THE FOLLOWING: WITH REFERENCE TO THE ATTACHED NCP 4:

1. The notes refer inhere, should be read in conjunction with the NCP 4 Questionnaire document.
2. It should be noted that the NCP4 Questionnaire serve as a tool to determine any conflict of interest that might rise, between the State and the Prospective bidder, or prospective bidder with other bidders bidding for the same project, or bidders with state officials who are part of the evaluation or adjudication process, or bidders with the other company/ business which does not bid for the same bid.
3. Bidders who fails to complete this questionnaire, to their best knowledge and in full, will result the bid being non responsive (Non Complaint). It should be noted that information furnished by bidder in response to NCP4 Questionnaire, its regarded as correct and true information, if it is found and proofing the state that the information provided by the bidder is not correct and not true, the state will regard the information as the intention of the bidder to mislead the state in the process of evaluating and adjudicating the bidder, therefore will render the bid being non responsive or non-complaint.
4. In case where the information furnished by the bidder in response to NCP4 Questionnaires is false, and its only realised after the bid has been awarded to the bidder, the state will take legal actions against the bidder, of which remedial action could be-:
 - a. Payment of penalties determine by court
 - b. Cancellation of the Project awarded
 - c. Listing of the Bidder and its Directors on National Treasury Database of Restricted Bidders.
5. Bidders are advised to mark only the correct or applicable answer to the questions, and the other option/ answer must be left unmarked. This relates to answering Yes Or No Questions.

Paragraph 2.8

Please note that “the state” means:

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

- “Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
- The department is at liberty to use the current project as reported in the bid document to confirm responses on this paragraph as well as any other means of information available.
- Previous Twelve months in this context, is calculated back from the closing date of the bid to the same

- date, month of the previous year.
- The bidder should disclose any work done for the state in this period.

Paragraph 2.11

- Please note that “Any interest in any other related companies ” in this context, means any business shares, directorship of directors/shareholders of the bidding company in other entity, company, business, that should be disclosed.
- The department is at liberty to use CIPC to confirm any interest in any other related companies.
- Please ensure that the document is fully completed, that is, if a paragraph/question (2.1 to 2.6) is not applicable to you indicate “N/A”. Please tick or circle the correct answer when responding to paragraph/questions 2.7 to 2.11, and provide information on allocated spaces ONLY (if applicable).

SHOULD YOU BE INVOLVED IN A JOINT VENTURE, BOTH PARTIES MUST FULLY DECLARE INTEREST. PLEASE ENSURE THAT YOU ARE AWARE OF ALL INTERESTED PERSONS WHO SHOULD DECLARE INTEREST.

THIS REQUEST IS MADE FOR THE SAKE OF TRANSPARANCY AND THE TIMEOUS CONCLUSION OF BIDS

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –
 (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 (b) any municipality or municipal entity;
 (c) provincial legislature;
 (d) national Assembly or the national Council of provinces; or
 (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.7.3 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.7.4 If so, furnish particulars:
.....
.....
.....

2.7.5 Did you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

3.Full details of directors / trustees / members / shareholders. (Provide annexure is space is insufficient)

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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**

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution) NCFMTE in accordance with the requirements stipulated in (bid number) DRPW 013/2021 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY.....

SIGNATURE.....

NAME OF FIRM.....

DATE

WITNESSES
1.....
SIGNATURE
.....
SURNAME AND INITIALS
DATE.....
2.
SIGNATURE
.....
SURNAME AND INITIALS
DATE:.....

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I.....in my capacity as.....
accept your bid under reference number DRPW 013/2021 dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s)
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		
1	PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION TO NCFMTE FOR A PERIOD OF (05) YEARS			

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES	
1. SIGNATURE
 SURNAME AND INITIALS
	DATE:
2. SIGNATURE
 SURNAME AND INITIALS

DECLARATION OF BIDDER'S AST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (NCP) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This NCP serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (NCP 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**DRPW 013/2021 PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION
TO NCFMTE FOR A PERIOD OF (05) YEARS**

(Bid Number and Description)

in response to the invitation for the bid made by:

DEPARTMENT OF ROADS AND PUBLIC WORKS

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ 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.

TENDER NUMBER: DRPW 013/2021

Provision of a comprehensive vehicle tracking solution to (NCFMTE) for a period of (05) years.

TENDER DOCUMENT

ISSUED BY:
DEPARTMENT OF ROADS AND PUBLIC WORKS /NCFMTE MANAGEMENT

PRIVATE BAG 3132
KIMBERLEY
8301

<p>NAME OF TENDERING ENTITY/COMPANY.....</p> <p>ADDRESS.....</p> <p>TELNO.....CELL NO.....</p> <p>EMAIL.....</p> <p>TOTAL OF TENDER PRICE (INCLUDING VAT): R.....</p> <p>(In Numbers) and (in Words)</p> <p>.....</p> <p>.....</p>
--

PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION TO NCFMTE MANAGEMENT FOR A PERIOD OF (05) YEARS.

TENDER NOTICE

NORTHERN CAPE FLEET MANAGEMENT TRADING ENTITY (NCFMTE), A TRADING ENTITY OF THE DEPARTMENT OF ROADS AND PUBLIC WORKS REQUESTS INTERESTED TENDERERS TO BID FOR THE FOLLOWING:

TENDER NUMBER	SERVICE	COMPULSORY SESSION (N/A)	BRIEFING	CLOSING DATE
DRPW 013/2021	Provision of a Comprehensive Vehicle Tracking Solution to Northern Cape Fleet Management Trading Entity for a period of (05) years.	N/A		06/08/2021 at Department of Roads and Public Works 9/11 Stockroos Street Squarehill Park Kimberley 8301 Time: 11H00 am

In terms of Preferential Procurement Regulation of 2017, the department will be applying the 90/10 preference point system. Broad-Based Black Economic Empowerment (B-BBEE) requires that bidders submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims.

- **Bidders who do NOT qualify as Exempt Micro Enterprises (EME's), and Qualifying Small Enterprises (QSE's) must submit verification certificates that are accredited by:**
 - SANAS (South African National Accredited System) original or certified original
- **Bidders who so qualify as EME's and QSE's must submit:**
 - Sworn affidavits (original or certified original) or valid accredited B-BBEE certificates.
- A trust, consortium or joint venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid. Not submitting the required certificates will result in the bidder forfeiting the points allocated for B-BBEE.
- Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders/bids.

Failure to submit such a certificate with the bid document will result in the bidder not qualifying for preference points for B-BBEE which includes Non-EME's and QSE's and qualifying EME's and QSE's.

NB: NCFMTE reserves the right to award this tender on the basis of a principle that work shall be fairly or equitably distributed amongst service providers.

COMPULSORY/MANDATORY TENDER REQUIREMENTS:

Failure to submit the following required documents/certificates will render the bidders tender to be disqualified:

- Fully complete, sign and submit in original all compulsory NCP documents, i.e. NCP 4, NCP 6,1 NCP 8 and NCP 9 which form part of the tender document.
- Information Communication Authority of South Africa (ICASA) license
- South African Bureau of Standards (SABS) or Vehicle Security of South Africa (VESA)
- Submit comprehensive Company Profile.

NB: Bidders who are listed in the National Treasury register for tender defaulters and restricted suppliers will automatically be disqualified.

OTHER KEY RETURNABLES:

- Bidders SARS Pin Number must be submitted with the bid document
- Company Registration Documents CIPC (Company Intellectual Property Commission) or Master of the High Court in SA.
- Valid B-BBEE Verification Certificate of the bidder including the B-BBEE certificate of the *(elected sub-contractor (As per special condition))*. The submission of a fraudulent BBEE certificate will result in the bidder being disqualified and criminal proceedings being instituted against the bidder. The bidder, the shareholder and/or directors will further be restricted from doing business with any organ of the state for a maximum period of 10 years.
- Copy of Joint Venture agreement or Consortium agreement if applicable must be attached.
- Certified ID copies of Company Members and Shareholders, at the point of awarding, failure to submit will result in disqualifications of the bidder

The bid functionality committee will execute the evaluation based on the following approach:

- The compulsory/mandatory tender requirements relating to the administrative compliance.
- Functionality will be scored out of 100 points and the minimum threshold to qualify is 75 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The evaluation criteria to score bidders on functionality are as follows:
 - **A Desk-top based evaluation** shall be executed focusing on device specification (16 points), application specification (12 points), reporting specification (12 points), company profile and qualification (25 points), and bank rating (20 points).
- **Site visits** (15 points) will be the last evaluation stage prior to the evaluation based on pricing and preferential procurement preferences.

1. DEVICE SPECIFICATION Submit screen shots from your Tracking Solution on separate page and reference them	2. APPLICATION SPECIFICATION Submit screen shots from your Tracking Solution on separate page and reference them	3. REPORTING SPECIFICATION Bidders are required to provide a sample report displaying all of the activities listed below <i>*Failure to provide any one of the requirements outlined below will result in nullification of any points accumulated i.e. will be allocated a score of (0) zero points refer to 3.1 up to 3.4</i>	4. COMPANY PROFILE AND QUALIFICATION (25 POINTS) <i>(*Failure to observe any one of the requirements outlined below will be allocated a score of (0) zero points)</i>	5. BANK RATING) Submit proof of bank rating from the relevant bank. <i>(*Failure to submit proof of bank rating from the relevant bank will result in the bidder getting zero points)</i> NB: the date of certification must be less than 12 months from the date of bid closure.	6. SITE VISIT BID EVALUATION COMMITTEE The intention is to verify the physical existence of the organization and Operations in vehicle tracking and re establish the bidder's security considerations.
(Max 16 points)	(Max 12 points)	(Max 12 points)	(Max 25 points)	(Max 20 points)	(Max 15 points)
1.1 A tracking device which uses GPS (Global Positioning System) technology for locating vehicle registration number and location in a map format(2 points) 1.2 Provide serial / reference number of a tracking device linked to a vehicle (2 points) 1.3 Provide alerts when tracking device battery is low (2 points) 1.4 The tracking device must send alerts for device and battery tampering (2 points) 1.5 The tracking device must report movement of vehicles locked within a geographic space in relation to moving out and in of the designated	2.1 Reliable system security built-in access controls. i.e login details, username and password(2 points) 2.2 The setting of the access rights must be limited to roles, clients and vehicles(2 points) 2.3 System activities must be Auditable (Audit Trail) (2 points) 2.4 Tracking device information must update between 2-3 Minutes (2 points) 2.5 Email notification on any violations(2	3.1 Vehicle journey / Full movement report (3 points) <ul style="list-style-type: none"> vehicle registration number start and end kilometers GPS location and address Date and time travelled Transaction 3.2 Driver behavior reports (3 points) <ul style="list-style-type: none"> Driver identification Driver profiling Abnormal fuel consumption Harsh braking 	4.1 <u>Company (Number of years in industry)</u> (10 points) <ul style="list-style-type: none"> From 0 - 1 year = 0 points From 2 - 3 years = 1 points From 4 -5 years = 2 points From 5 -6 years= 3 points From 7 years and above = points 4.2 <u>Key Personnel (10 points)</u> <ul style="list-style-type: none"> Experience Transaction Manager: (10 points) CVs = 5 points Technical Staff: (5 points) CVs = 5 points 4.3 <u>Number of the vehicle managed (10 points)</u> <ul style="list-style-type: none"> Less than 500 = 0 point Between 500 and 1 000= points 1 000 and above = 10 points 	<ul style="list-style-type: none"> Rating A (20 points) Rating B (15 points) Rating C (10 points) Rating D (5 points) Rating E (0 points) 	Observe the following: -Verify premises(3 points) -Command Centre(3 points) -Call Centre(3 points) -Utilization of the system Indicated under system functionality (3 points) -Evidence of logging of entry and exit of individuals to and from the Command centre environment by physical and logical controls which should be in sync/ correspond with the live report of individuals who have gained access to the Command Centre (3 points)

<p>area (2 points)</p> <p>1.6 Emergency panic button / warning systems, an ability by the driver to give alerts of the emergency situations which may require responses from the recovery team(2 points)</p> <p>1.7 Driver identification device must be used to start a vehicle by providing a trip report indicating the driver (2 points)</p> <p>1.8 The device must allow for remote immobilisation of stationery vehicles, upon written instruction from the entity only when it is safe to do (2 points)</p>	<p>2.6 Driver behaviour linked to driver identification device(2 points)</p>	<ul style="list-style-type: none"> • Speed offences • Excessive idling • Over revving <p>3.3 Scheduled vehicle service interval reports as per respective vehicle manufacturer's service schedule (3 points)</p> <p>Bidders are required to provide a sample report displaying at least (5) different classes of vehicles with the following information included:</p> <ul style="list-style-type: none"> • vehicle registration number • vehicle description (make, model, year) • current mileage • vehicle service interval mileage • vehicles due for service <p>3.4 Scheduled vehicle licence renewal reports showing vehicles which are due to expire within two(2) months (3 points)</p> <p>Bidders are required to provide a sample report displaying at least (5) different vehicles with the following information included:</p>	<p>Attach proof of the required documents. Failure to submit the required documents will result in the bidder getting zero points.</p>		
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		<ul style="list-style-type: none">• vehicle registration number• vehicle description (make, model, year)• vehicles due for licence renewal			
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Bidders should note the following:

- Functionality will be scored out of 100 points
- Material should be sourced locally (within South African borders).
- Where the proposed prices of critical materials to be supplied to the Department are considerably less than the expected market price or rates, the Department reserves the right to verify the proposed prices by requesting quotations from the supplier(s) cited in the compilation of the bid.
- Only suppliers who are registered on the National Centralised Supplier Database (CSD) will be considered for appointment.
- Recommended bidders will be subject to supplier security screening processes. Only suppliers who obtain security clearance will be considered for appointment.
- Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is 90 days. However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into a formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.

Prospective Tenderers/ bidders can download and print their own version of the tender document by accessing the eTender Publication Portal website (www.etenders.gov.za) or <http://ncrpw.ncpg.gov.za/> Tenderers are advised to ensure that all tender documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Tender document May result in the tenderer either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

A one envelope system will be used. The Technical Proposal and Financial Proposal shall be submitted sealed in one envelope clearly marked with the Bid No and Bid Description for each project tendered for. Clearly numbered tender documents together with all applicable attachments must be deposited in the tender box located at the address 9/11 Stockroos Street Squarehill Park Kimberley 8301 the bid box is open 24/7, not later than 11H00 am on the closing date indicated above.

Electronic submissions of Tenders will **NOT** be accepted. Telegraphic, telephone, telex, facsimile, emails of bids and late bids will **NOT** be accepted. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid documents. The Entity reserves the right to cancel / not award this tender.

TERMS OF REFERENCE

PROVISION OF A COMPREHENSIVE VEHICLE TRACKING SOLUTION TO NCFMTE FOR A PERIOD OF (05) YEARS.

SCOPE OF WORK AND EXPECTED DELIVERABLES

- a. Active tracking and monitoring of vehicles 24/7 a week as per agreed parameters between the department and the service provider.
- b. Recovery of stolen and high jacked vehicles.
- c. De-installation of tracking units where the vehicle has been involved in an accident, disposed off or where a tracking unit is transferred from one vehicle to another.
- d. Replacing, maintaining and upgrading the tracking solution to ensure functionality (at all times) and keeping up with technological trends.
- e. Provision of training to Transport Manager/Officers (on the use of system, system navigation, reports, etc) estimated nationally 1 000 users.
- f. Continuous backup and recovery of tracking data.
- g. Provide project progress reports during the project (quarterly).
- h. Constant liaison with the project manager during the implementation of project activities
- i. Prompt reporting of tracking solution down times and restores at all time, via email or SMS.

In order to achieve the above mentioned objectives the NCFMTE Management will require Bidders to:

- j. Sign a FIVE year (5) underpinning contractual agreement and Service Level Agreement (SLA) with the entity within 4 weeks after the appointment date
- k. Bidders must have a national footprint
- l. Installations of tracking units across the Province within 4 months after signing the SLA
- m. Vehicles must be fitted with a device underpinned by the latest technology that is easy to fit, monitor and comprehensive in terms of the information that it can generate
- n. Attendance of project meeting as stipulated in the SLA.
- o. The ownership of tracking data and information remains the property of NCFMTE throughout and beyond the term of the contract and must not be shared without the prior and explicit authorisation of NCFMTE Management.
- p. The tracking device must be fitted into the vehicle in a manner that does not interfere with vehicle manufacturer warranties, is undetectable and is difficult to tamper with.
- q. The tracking device must allow unlimited tests and searches for the GSM device operation
- r. The tracking device must allow for remote software upgrades

- s. Monitor battery connectivity. (Add price on Optional extra list.)
- t. Fitting a sound buzzer when vehicle is driven over the road speed limit. (Add price on Optional extra list.)
- u. The Automatic identification of vehicle leaving a predefined route and/or area. (Add price on Optional extra list.)
- v. Prevent/identify unauthorized toe away, theft and vehicle tampering situation.(Add price on Optional extra list.)
- w. Monitor predefined locations for estimated time of arrival or departure. (Add price on Optional extra list.)
- x. Alarm, recording of duration whenever the fuel tank lid is removed / tank is opened. (Add price on Optional extra list.)
- y. Ability to access the system online (internet through different browsers)
- z. NCFMTE requires a service that is available 24 hours of the day, 7 days a week for the duration of the contract period. The bidders are required to implement a disaster management program in line with NCFMTE service requirements. All data/ information should reside within the borders of South Africa.
- aa. NCFMTE Management reserves the right to appoint audit partners conduct assessments of the bidders facilities, infrastructure, operation and data with respect to the procured comprehensive tracking system

CERTIFICATION

The vehicle-mounted vehicle-tracking unit must have Insurance Industry Recognition, Vehicle Security Association of South Africa (VESA) approval.

Proof of that vehicle-mounted unit is VESA approved is required to be included in the tender.

The complete vehicle tracking system must be certified by an international accredited test facility and carry the “e” and “CE” mark.

Proof that the unit does carry a “CE” mark is required to be included in the tender.

The complete vehicle tracking system must comply with the following EMC and EN Directives:

- EMC Directive 95/54/EG for the “e” mark
- EMC Directive 89/336/EEC for the “CE” mark
- EN 50081/1 and EN 50082/2 certification

Proof that the unit complies with the EMC and EN directives is required to be included in the tender

CONTRACT DURATION AND SUBSCRIPTION PERIODS

The contract period is for sixty 60 months (FIVE YEARS) commencing on the date the Service Level Agreement is signed (SLA)

Procurement from the contract takes place at any time when a participant has a need whilst the contract is valid. The last purchase order from this contract can be issued on the last day of contract even if the implementation will be post expiry of the contract.

During the **FIRST YEAR** of the contract any subscriptions from the minimum of 6 months to a maximum of 48 months can be procured

During the **SECOND YEAR** of the contract any subscriptions from the minimum of 6 months to a maximum of 48 months can be procured

During the **THIRD YEAR** of the contract any subscriptions from the minimum of 6 months to a maximum of 36 months can be procured

During the **FOURTH YEAR** of the contract any subscriptions from the minimum of 6 months to a maximum of 24 months can be procured

During the **FIFTH AND FINAL YEAR** of the contract any subscriptions from the minimum of 6 months to a maximum of 12 months can be procured

1. IMPLEMENTATION TIMELINES

Activities	Estimated Period
Tender Evaluation and Appointment	90 Days
Contracting between the Entity and the Successful bidder	1 Month
Vehicles installed across the Province	4 Months (Current Vehicles)
	New Vehicles installation within one week of delivery
1000 End-Users Training	8 Months
Tracking and Monitoring Contract with the entity	5 Years

2. PRICING SPECIFICATION

Project price per vehicle must include VAT, split into 5 years and be aligned to the following:

- 2.1 Rental of tracking unit per vehicle per month
- 2.2 Monitoring per vehicle per month
- 2.3 Recovery service per vehicle with a tracking unit per month
- 2.4 Installation price per tracking unit (including all accessories supporting the tracking device)
- 2.5 De- installation price per tracking unit (including all accessories supporting the tracking device)

- 2.6 Maintenance, service and insurance fee per tracking unit
- 2.7 Panic button price per vehicle per month
- 2.8 Server/base station and its software license to monthly price to operate a base station on NCFMTE premise and for the rental of software license for LAN/WAN enabled server/base station software

3. These are additional services that will be required as and when necessary. Bidders will be required rates only for the items mentioned below:

- 3.1 SMS notifications (Price per SMS)
- 3.2 Price per driver identification tag
- 3.3 Monitor Star bar activity and sirens on status.
- 3.4 Monitor battery connectivity.
- 3.5 Sound buzzer when vehicle is driven over the road speed limit.
- 3.6 Automatic identification of vehicle leaving a predefined route / area.
- 3.7 Prevent/identify unauthorized toe away, theft and vehicle tampering.)
- 3.8 Monitor predefined locations for estimated time of arrival/departure.
- 3.9 Alarm, recording of duration whenever the fuel tank lid is opened.

NB* Please provide the pricing per line item as indicated on the table below failure to adhere to the pricing instruction will disqualify your bid:

BACKGROUND ON NCFMTE OPERATIONS

NCFMTE a Trading Entity of Northern Cape Provincial Government: Department of Roads and Transport is a provider of fleet management services to its client in the National, Provincial and Municipal spheres of Government. The Entity is responsible to ensure that vehicles are tracked, secured and monitored at all times to safeguard state assets against loss and abuse.

Currently we have an estimated active fleet of 1500 vehicles. The vehicles will be fitted as the current lease term on the tracker expires. Each tracking device will have its own lease term of 5 years.

There will be a need for vehicles to be fitted with tracking unit as the also ones is replaced. It is anticipated that these vehicles will be additional. These units will run for the full 60 months which therefore means that the bid price should be aligned as such.

Bidders are encouraged to understand our business before responding to this RFP (especially the pricing schedule). NCFMTE has auctions taking place every six months whereby vehicles are identified for disposal. Consequently, the tracking units on disposed vehicles will need to be de-installed and subsequently installed in another vehicle forming part of NCFMTE's fleet.

Price RATES of tracking unit <u>per vehicle</u>	
Description (Billing will be based on installed tracking units only)	In the first year it is expected 1500 tracking units to be installed as per the existing (current) fleet. Bidders are required to provide a price per vehicle over the contract period of 60 months (5 years).
	Price rates (In ZAR)
3.1 Rental of tracking unit per vehicle per month	
3.2 Monitoring of tracking unit per vehicle per month	
3.3 Recovery service per vehicle with a tracking unit per month	
3.4 Once-off installation price per tracking unit (including all accessories supporting the tracking device)	
3.4 Once-off de-installation price per tracking unit (including all accessories supporting the tracking device)	
3.6 Maintenance, service and insurance fee per tracking unit per month	
3.7 Panic button price per vehicle per month	

3.8 Server/base station and its software license to monthly price to operate a base station on NCFMTE premise and for the rental of software license for LAN/WAN enabled server/base station software	
3.9 Price per driver identification tag (Estimated at 45 000 drivers)	
Sub Total PER VEHICLE (Exclusive of VAT)	
VAT	
Total PER VEHICLE (Inclusive of VAT)	

NB: NCFMTE also requires bidders to provide a grand total for the contract price, based on the provision of the entire spectrum of services. Kindly insert the **Grand Total Price** below.

Description	Price rates (In ZAR)
3.9 SMS notifications (Price per SMS)	
3.10 Replacement cost for tag	
3.11 Monitor Star bar activity and sirens on status.	
3.12 Monitor battery connectivity.	
3.13 Sound buzzer when vehicle is driven over the road speed limit.	
3.14 Automatic identification of vehicle leaving a predefined route / area.	
3.15 Prevent/identify unauthorized toe away, theft and vehicle tampering.)	
3.16 Monitor predefined locations for estimated time of arrival/departure.	

GRAND TOTAL PRICE – (BID PRICE FOR TRACKING SERVICES CONTRACT BASED ON THE AFOREMENTIONED 1500 VEHICLES SERVICES FOR THE ENTIRE YEARS.	R
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Bidders are required to add the same **GRAND TOTAL PRICE** to SBD1 under **TOTAL OF TENDER PRICE (INCLUDING VAT)**. If the price for one of the items is all inclusive bidders are not required to price it.

Declaration by Bidder:

"I (Name of representative of Entity) on behalf of (Bidding Entity's name), hereby declare that the total amount per vehicle above includes the prices of all the items listed in paragraph 3.1 to 3.7"

Yes	No
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The table below discloses additional services that will be required as and when necessary. Bidders will be required to provide rates only for the items mentioned in the table below. These rates should not be added to the total price in the Bidders proposal. The information provided will not form part of the bid price to be considered in the evaluation process and will only be applicable to the successful bidder and shall be included in the contractual agreements to be assumed between NCFMTE and the winning bidder.

SPECIAL CONDITIONS OF CONTRACT

MANDATORY TENDER CRITERIA

1. Bidders (including a Joint Venture entity) must have a level 1 or level 2 B-BBEE Status Level Verification Certificate issued by an accredited person/entity.
2. Bidders, including a Joint Venture (JV) entity must sub-contract a minimum of 30% of the contract value inclusive VAT to EME or QSE (as stipulated and limited to section 4 (1) (c), to at least one of the following designated groups-:
 - a. An EME or QSE which is at least 51% owned by black people
3. in the PPPFA Regulations 2017 (Government Gazette January 2017). Proof of B-BBEE status level confirming EME or QSE status of the elected sub-contractor must be attached as part of the submitted tender document.
4. Detailed signed Joint Venture Agreement (in case of a Joint Venture) and signed subcontracting agreement must be attached as part of the submitted tender document.

Contracted personnel involved in the provision of the comprehensive tracking solution will be required to be in possession of valid security clearances at a level determined by Security State Agency (SSA) or any vetting agency that can be verified. The cost of obtaining suitable clearances is for the account of the appointed service provider. The service provider will be required to submit to NCFMTE a list of personnel to be involved on the project indicating their clearance status. It is imperative that any new personnel are vetted accordingly prior their involvement on the project.

NCFMTE will contact short-listed bidders for the purpose of conducting site visits. The primary purpose of these visits shall be to confirm existence of the company’s operational premises.

The appointed service provider must execute the contract within the time frames as prescribed in these terms of reference. NCFMTE will enforce penalties as will be stipulated and agreed in the SLA.

The service provider will be required to provide two skilled personnel to be stationed at NCFMTE’s Operation Centre who are able to execute all tasks related to the comprehensive tracking solution. The two personnel will be representing the service provider’s operational services in-house (at NCFMTE).

The appointed service provider must acquire insurance to carry all risks related to lost, damaged and faulty units requiring the replacement of the tracking devices and other components of the tracking solution. NCFMTE will not be responsible for any additional costs relating to contracted devices requiring replacement; NCFMTE will pay only for active tracking devices.

Declaration by Bidder:

“I (Name of representative of Bidding Entity) on behalf of (Bidding Entity/Company’s name), hereby declare that our system has the capacity to accommodate (in addition to our current fleet) an

Yes	No
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 additional 1,000 vehicles from NCFMTE”

TENDER NUMBER: DRPW 013/2021

1. Functionality Stage 1: RESPONDED TO INDEX NO

Please respond, indicating whether or not your Tracking Solution complies with the functionality below and support your response by attaching relevant screen shots of your Vehicle Tracking Solution. Failure to provide the specific requested information will result in zero points.

INDEX NO	FUNCTIONALITY	WEIGHTS	COMPLY Yes/No	Submit screen shots from your Tracking Solution on separate pages and reference them accordingly. Align each screen short page to the index number provided in this table.
1.	DEVICE SPECIFICATION	16		
1.1	A tracking device which uses GPS (Global Positioning System) technology for locating vehicle registration number and location in a map format	2		Screen Shot
1.2	Provide serial / reference number of a tracking device linked to a vehicle	2		Screen Shot
1.3	Provide alerts when tracking device battery is low	2		Screen Shot
1.4	The tracking device must send alerts for device and battery tampering	2		Screen Shot
1.5	The tracking device must report movement of vehicles locked within a geographic space in relation to moving out and in of the designated area	2		Screen Shot
1.6	Emergency panic button / warning systems, an ability by the driver to give alerts of the emergency situations which may require responses from the recovery team.	2		Screen Shot
1.7	Driver identification device must be used to start a vehicle by providing a trip report indicating the driver.	2		Screen Shot
1.8	The device must allow for remote immobilization of stationery vehicles, upon written instruction from the entity only when it is safe to do	2		Screen Shot
2	APPLICATION SPECIFICATION	12		
2.1	Reliable system security built-in access controls. i.e login details, username and password.	2		Screen Shot
2.2	The setting of the access rights must be limited to roles, clients and vehicles	2		Screen Shot

INDEX NO	FUNCTIONALITY	WEIGHTS	COMPLY Yes/No	Submit screen shots from your Tracking Solution on separate pages and reference them accordingly. Align each screen short page to the index number provided in this table.
2.3	System activities must be Auditable (Audit Trail)	2		Screen Shot
2.4	Tracking device information must update between 2-3 Minutes	2		Screen Shot
2.5	Email notification on any violations	2		Screen Shot
2.6	Driver behavior linked to driver identification device	2		Screen Shot
3	<p>REPORTING SPECIFICATION (refer to the sub-section 3.1 up to sub-section 3.4 as per index.)</p> <p>Bidders are required to provide a sample report displaying all of the activities listed below.*Failure to provide all of the requirements outlined below will result in nullification of any points acquired in the sub-section i.e. the bidder will be allocated a score of (0) zero points refer to 3.1.up to 3.4.</p>	12		Submit screen shots from your Tracking Solution separate pages and reference them accordingly. Align each screen short page to the index number provided in this table.
3.1	<p>Vehicle journey / Full movement report</p> <ul style="list-style-type: none"> • vehicle registration number • start and end kilometers • GPS location and address • Date and time travelled. 	3		Screen Shot
3.2	<p>Driver behavior reports</p> <ul style="list-style-type: none"> • Driver identification • Driver profiling • Harsh braking • Speed offences • Excessive idling • Over revving 	3		Screen Shot
3.3	<p>Scheduled vehicle service interval reports as per respective vehicle manufacturer's service schedule.</p> <p>Bidders are required to provide a sample report displaying at least (5) different classes of vehicles with the following information included:</p>	3		Screen Shot

INDEX NO	FUNCTIONALITY	WEIGHTS	COMPLY Yes/No	Submit screen shots from your Tracking Solution on separate pages and reference them accordingly. Align each screen short page to the index number provided in this table.
	<ul style="list-style-type: none"> • vehicle registration number • vehicle description (make, model, year) • current mileage • vehicle service interval mileage • vehicles due for service 			
3.4	<p>Scheduled vehicle licence renewal reports showing vehicles which are due to expire within two (2) months.</p> <p>Bidders are required to provide a sample report displaying at least (5) different vehicles with the following information included:</p> <ul style="list-style-type: none"> • vehicle registration number • vehicle description (make, model, year) • vehicles due for licence renewal 	3		Screen Shot
4	4. COMPANY PROFILE AND QUALIFICATION	25		Attach proof of the required documents. Failure to submit the required documents will result in the bidder getting zero points.
4.1	<p>4.1 <u>Company (Number of years in industry)</u> (5 points)</p> <ul style="list-style-type: none"> • From 0 - 1 year = 0 points • From 2 - 3 years = 1 points • From 4 -5 years = 2 points • From 5 -6 years= 3 points • From 7 years and above = 5 points 	5		
	<p>4.2 <u>Key Personnel</u> (10 points)</p> <ul style="list-style-type: none"> • Experience Transaction Manager: (10 points) CVs = 5 points • Technical Staff: (5 points) CVs = 5 points 	10		
	<p>4.3 <u>Number of the vehicles managed</u> (10 points)</p> <ul style="list-style-type: none"> • Less than 500 = 0 point • Between 500 and 1 000= 5 points • 1 000 and above = 10 points 	10		

INDEX NO	FUNCTIONALITY	WEIGHTS	COMPLY Yes/No	Submit screen shots from your Tracking Solution on separate pages and reference them accordingly. Align each screen short page to the index number provided in this table.
5	BANK RATING	20		Submit proof of bank rating from the relevant bank. (Failure to submit proof of bank rating from the relevant bank will result in the bidder getting zero points) and NB: the date of certification must be less than 12 months from the date of bid closure.
	Rating A	20		
	Rating B	15		
	Rating C	10		
	Rating D	5		
	Rating E	0		
6	LIVE DEMONSTRATION	50	COMPLY Yes/No	To be conducted on at least 2 vehicles at NCFMTE premises, Kimberley from your own pool of vehicles
6.1	<p>Objective:</p> <ul style="list-style-type: none"> - All drivers must be identified by the bidder's solution. - Driver identification tag must be used in order to start a vehicle. <p>In this test, the bidder must load two (2) driver identification tags, and each tag must be loaded with a different driver's details.</p> <p>The bidder will be required to execute the following tasks:</p> <ul style="list-style-type: none"> • Load each driver's details on the identification tag representing for each driver. (2 points) • Amend a driver details. (2 points) • Demonstrate that the vehicles cannot start without a driver identification tag being present in the vehicle. (5 points) • Start the vehicles with the driver identification tags being present in the vehicle. (5 points) 	26		

INDEX NO	FUNCTIONALITY	WEIGHTS	COMPLY Yes/No	Submit screen shots from your Tracking Solution on separate pages and reference them accordingly. Align each screen short page to the index number provided in this table.
	<ul style="list-style-type: none"> • Demonstrate that one cannot push start the vehicle without the presence of the driver identification tag (Vehicles must not start through the push start- method). (10 points) • Demonstrate the ability of the bidder's solution to I) deactivate and II) re-activate the driver identification tag. (2 points) 			
BEC members will visit the premises of bidders	<p>SITE VISIT BY BID EVALUATION COMMITTEE</p> <p>The intention is to verify the physical existence of the bidder's organization and operations in vehicle tracking and recovery to establish the bidder's security considerations.</p>	15		
	<p>Observe the following:</p> <ul style="list-style-type: none"> • Verify premises (3 points) • Command Centre (3 points) • Call Centre (3 points) • Utilization of the system indicated under system functionality (3 points) • Evidence of logging of entry and exit of individuals to and from the Command Centre environment by physical and logical controls which should be in sync/ correspond with the live report of individuals who have gained access to the Command Centre (3 point) 	15		

2. Functionality Stage 3: SITE VISIT BY BID EVALUATION COMMITTEE

NCFMTE contact the shortlisted bidders to schedule appointments to visit the bidders operating premises.

The bidders will be requested to make the necessary preparations for their respective sessions in line with the activity mentioned under section 7 (**SITE VISIT BY BID EVALUATION COMMITTEE**).

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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

- (d) for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (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 (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 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices		In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the

public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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