



public works
& infrastructure

1809.
Approved
24/01/2025

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: HP24/013GS

**RETURNABLE DOCUMENTS
FOR**

**APPOINTMENT OF A SERVICE PROVIDER FOR
THE PROVISION OF FLEET VEHICLES ON A FULL
MAINTENANCE LEASE CONTRACT FOR THE
DEPARTMENT OF PUBLIC WORKS AND
INFRASTRUCTURE FOR A PERIOD OF 60
MONTHS.**

CONTENTS OF BID DOCUMENT

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS.		
Project Leader:	MS Letty Mahlangu	Bid / no:	HP24/013GS

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

Bid Document Name:	Number of Pages:
Cover page	1 Page
Content page	1 Page
Map of closing address	1 Page
Bid Form (PA-32)	2 Pages
PA-04(GS): Notice and invitation to tender	6 Pages
PA-09 (GS): List of returnable documents	1 Page
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PA-11: Bidder's disclosure	3 Pages
PA-15.1 Resolution of Board of Directors	2 Pages
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PA-16 Preference claim form in terms of PPR 2022	10 Pages
PA-40: Declaration of designated groups for preferential procurement	1 Page
Terms of reference	5 pages
Annexure B1 (Capability to deliver)	1 Page
Annexure B2 (Company experience)	1 Page
Annexure C (Schedule for accident repair and management)	1 Page
Annexure D (Schedule for vehicle tracking system)	1 Page
Submission of a fully completed Annexure A- Pricing Schedule	42 pages

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: HP24/013GS

CLOSING TIME: SHARP 11:00 CLOSING DATE: 18 FEBRUARY 2025

***BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE
ACCEPTED FOR CONSIDERATION***

BID DOCUMENTS MAY BE POSTED TO

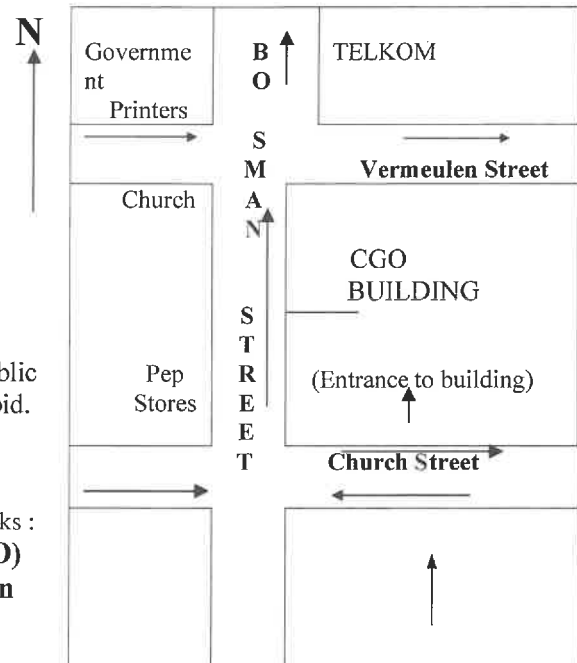
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public
Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)**
**c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001**



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be
accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	HP24/013GS	CLOSING DATE:	18 /02/2025
		CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS.		

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID

BOX SITUATED AT (STREET ADDRESS)

Department of Public Works :

Head Office: Room 121, Central Government Office (CGO) c/o Bosman and Vermeulen Street.(Entrance Vermeulen Street) Pretoria,0001

OR POSTED TO:

Department of Public Works and Infrastructure Private bag X65

0001

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:
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 APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPWI	CONTACT PERSON	Letty Mahlangu
CONTACT PERSON	Khayakazi Zaki	TELEPHONE NUMBER	012 406 1451
TELEPHONE NUMBER	012 4922112	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	letty.mahlangu@dpw.gov.za
E-MAIL ADDRESS	Khayakazi.zaki@dpw.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION

NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTANANCE LEASE CONTRACT.

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS.
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Bid no:	HP24/013GS		
Advertising date:	24 JANUARY 2025	Closing date:	18 FEBRUARY 2025
Closing time:	11:00 am	Validity period:	120 days

1. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria: ¹	Weighting factor:
<p>1. Managing full maintenance lease contract</p> <p>Bidders must indicate the managing of full maintenance lease contracts of 373 or more fleet vehicles. Bidders must provide proof of contracts, present and past, of similar size and nature as per Annexure B1 Schedule of capability to deliver (over the past 10 years) (Must be signed and completed in full and attach Reference letters by the clients not older than 2 years with appointment letters</p> <p>451 - 500 vehicles or more = 5 points 401 - 450 vehicles = 4 points 373 - 400 vehicles = 3 points Less than 373 vehicles = 0 points</p>	20
<p>2. Company experience in full maintenance lease contract.</p> <p>Bidders must indicate the number of years of experience in managing full maintenance contracts for current and previous years. Bidders must provide proof of contracts, present and past, of similar size and nature as per Annexure B2 Schedule for company experience (Must be signed and completed in full and attach Reference letters by the clients not older than 2 years with appointment letters).</p> <p>9 years and more experience = 5 points 8 years experience = 4 points 7 years experience = 3 points 6 years experience = 2 points 5 years experience = 1 Less than 5years experience = 0 points</p> <p>Non submission of letters = 0 points</p>	20



¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

<p>3. Accident Management</p> <p>Bidders to demonstrate capacity to handle accident management and reporting system as per Annexure C.</p> <p>Documented insurance management process, from reporting of incident/accidents, submission of claim, obtaining of quotes, conducting repairs, road side assistance to driver involved in an accident = 5 points.</p> <p>Incomplete set of documents, i.e. documented insurance management process from reporting of incident/accidents submission of claim, obtaining of quotes, conducting repairs, road side assistance to driver involved in an accident = 0 points</p> <p>No documented insurance management process, from reporting of incident/accidents submission of claim, obtaining of quotes, conducting repairs, road side assistance to driver involved in an accident = 0 points</p>	<p>15</p>
<p>4. Fuel Card Management</p> <p>Bidders to demonstrate the process to manage fuel card administration and delivery of fuel cards nationally, replacements of lost or stolen cards and delivery of replacement fuel cards before expiry of old cards.</p> <p>Ability to distribute fuel cards nationally with own courier services, put real time controls in place to prevent abuse and fraudulent use, provide exceptions reports = 5 points</p> <p>None of the above = 0 points</p>	<p>15</p>
<p>5. Delivery of new lease vehicles with full maintenance and service plan</p> <p>Bidders must submit an implementation plan, with confirmed delivery dates, times and description of vehicles from the dealerships within a 12 month period from contract date. (Attach letters from the vehicle dealerships confirming the delivery of vehicles within the specified period).</p> <p>Detailed pre and post Implementation plan with timelines for vehicle ordering, installation of tracker, delivery date of vehicles nationwide, maintenance and service and renewal of licences within a 6 month period from contract date = 5 points.</p> <p>Detailed pre and post Implementation plan with timelines for vehicle ordering, installation of tracker, delivery date of vehicles nationwide, maintenance and service and renewal of licences within a 12 month period from contract date = 3 points</p> <p>No detailed pre and post Implementation plan with timelines for vehicle ordering, installation of tracker, delivery date of vehicles nationwide, maintenance and service and renewal of licences within a 12 month period from contract date = 0 points.</p>	<p>15</p>

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<p>6. Resource experience:</p> <p>Bidders must submit detailed CV's of each resource showing years of experience in fleet management and skills held. Each requested manager must possess a minimum of 5 years relevant working experience in their respective fields. Any requested manager possessing less than 5 years' experience will not be considered.</p> <ol style="list-style-type: none"> 1. Key Account Manager, 2. Operations Manager, 3. Financial Manager, 4. Call Centre Manager and 5. Client Relations Manager in off-site office <p>25 years or more combined experience = 5 points Less than 25 years combined experience = 0 points Note: Each requested Managers' 5 or more years' experience will be added together for the combined</p>	<p>15</p>
<p>Total</p>	<p>100 Points</p>

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

<p>Minimum functionality score to qualify for further evaluation:</p>	<p>70</p>
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(Total minimum qualifying score for functionality is 50 percent, any deviation below or above the 50 percent, provide motivation below).

2. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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2.1. Indicate which preference points scoring system is applicable for this bid:

<input type="checkbox"/> 80/20 Preference points scoring system	<input checked="" type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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3. RESPONSIVENESS CRITERIA

3.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
4	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
5	<input type="checkbox"/>	Submission of PA-32: Invitation to Bid
6	<input type="checkbox"/>	Submission of record of attending compulsory briefing session.
7	<input checked="" type="checkbox"/>	Should the bidder be found on tender defaulters/ restricted list by National Treasury, they will be disqualified
8	<input checked="" type="checkbox"/>	Submission of the the full completed and signed bid pricing structure hardcopy (annexure A)
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	

3.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	<input checked="" type="checkbox"/>	Submission of PA -32 (Invitation to bid). Bidders are required to also complete Total bid price section of PA-32 even though they have submitted the pricing structure.
8	<input checked="" type="checkbox"/>	Submission of fully completed annexure B1 (Company experience)
9	<input checked="" type="checkbox"/>	Submission of fully completed annexure B2 (Company capability to deliver)
10	<input checked="" type="checkbox"/>	Submission of fully completed Annexure C (Accident Management).
11	<input checked="" type="checkbox"/>	Submission of fully completed Annexure D (Vehicle tracking).
12	<input checked="" type="checkbox"/>	Submission of pricing schedule electronically in a form of memory stick/ USB in addition to the hard copy.

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3.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals:

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

4. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

☐ **4.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p>



			<ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



4.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

5. COLLECTION OF BID DOCUMENTS:

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address 256 Madiba Street. . A non-refundable bid deposit of R 300 is payable, (Cash only) is required on collection of the bid documents.
- ☒ A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at CGO Building on 04/02/2025 starting at 11:00. Venue National Department of Public Works, 256 Madiba Street, CGO Building, Pretoria Central, 0001. (if applicable)

6. ENQUIRIES

6.1. Technical enquiries may be addressed to:

DPWI Project Manager	Ms Letty Mahlangu	Telephone no:	012 406 1451
Cellular phone no		Fax no:	
E-mail	Letty.Mahlangu@dpw.gov.za		

6.2. SCM enquiries may be addressed to:

SCM Official	Ms Khayakazi Zaki	Telephone no:	0124922112
Cellular phone no		Fax no:	
E-mail	Khayakazi.Zaki@dpw.gov.za		

7. DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms

BID DOCUMENTS MAY BE POSTED TO:		DEPOSITED IN THE TENDER BOX AT:
<p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65 Pretoria Central 0001 ATTENTION: PROCUREMENT SECTION: ROOM A 219</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p>	OR	<p>256 Madiba Street CGO Building Madiba Street Pretoria Room 121</p>





PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS.		
Project Leader:	Letty Mahlangu	Bid / Quote no:	HP24/013GS

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Cover page	1 Page	<input type="checkbox"/>
Content page	1 Page	<input type="checkbox"/>
Map of closing address	1 Page	<input type="checkbox"/>
Bid Form (PA-32)	2 Pages	<input type="checkbox"/>
PA-04(GS): Notice and invitation to tender	7 Pages	<input type="checkbox"/>
PA-09 (GS): List of returnable documents	1 Page	<input type="checkbox"/>
PA-10: General Conditions of contract (GCC)	10 Pages	<input type="checkbox"/>
PA-11: Bidder's disclosure	3 Pages	<input type="checkbox"/>
PA-15.1 Resolution of Board of Directors	2 Pages	<input type="checkbox"/>
PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages	<input type="checkbox"/>
PA-15.3: Special Resolution of Consortia or Joint Venture	3 Pages	<input type="checkbox"/>
PA-16 Preference claim form in terms of PPR 2022	11 Pages	<input type="checkbox"/>
PA-40: Declaration of designated groups for preferential procurement	2 Pages	<input type="checkbox"/>
Terms of reference	42 Pages	<input type="checkbox"/>
Annexure B1 (Capability to deliver)	1 Pages	<input type="checkbox"/>
Annexure B2 (Company experience)	1 Pages	<input type="checkbox"/>
Annexure C (Schedule for accident repair and management)	1 Pages	<input type="checkbox"/>
Annexure D (Schedule for vehicle tracking system)	1 Pages	<input type="checkbox"/>
Submission of a fully completed Annexure A (Pricing Schedule)	42 Pages	<input type="checkbox"/>

Name of Bidder	Signature	Date



PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

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
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be



made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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



- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and



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

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

14. Spare parts

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

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

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

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

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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.



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 the 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 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 12 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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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



- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

For External Use

Effective date 5 July 2022

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Version: 2022/03

PA-15.1: 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 Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (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.

	Name	Capacity	Signature
1			
2			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. 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



PA-15.2: 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:

1. 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 Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (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 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.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment 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.
4. 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: _____

Fax number: _____

	Name	Capacity	Signature
1			
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. 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

PA-15.3: 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)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

B. *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.

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

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment 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.

E. 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 severally liable to the Department for the due fulfilment 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)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

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 tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

- ☐ The applicable preference point system for this tender is the **80/20** preference point system.
- ☒ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input type="checkbox"/> 80/20	<input checked="" type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

- ☐ 1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

			<ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<p>Official Municipal Rates Statement which is in the name of the bidder.</p> <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder.

			<p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

☒ **NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

5. <input checked="" type="checkbox"/>	OR			<ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
		An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal

- of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



public works
& infrastructure

Department:

Public Works and Infrastructure

REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL
MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
FOR A PERIOD OF 60 MONTHS

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS

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APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS

1. Introduction

The Department of Public Works and Infrastructure is uniquely placed to promote the government's objectives of economic development, good governance and rising living standards and prosperity by providing and managing the accommodation, infrastructure needs of national departments, by leading the National Expanded Public Works Programme and transformation of the construction and property industries.

The Department of Public Works and Infrastructure's mandate as the custodian and managing of all national governments' fixed assets, this includes the determination of accommodation requirements, rendering expert built environment services to client departments, the acquisition, maintenance and disposal of such assets. The Department of Public Works and Infrastructure operates from its Head Office based in Pretoria and is supported by 11 Regional Offices.

2. Purpose of this request for proposal (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential and accredited bidder(s) for the provision of fleet vehicles on a full maintenance lease contract to the National Department of Public Works and Infrastructure (DPWI) for a period of 60 months.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidders required by the DPWI for the provision of fleet vehicles on a full maintenance lease contract.

This RFP does not constitute an offer to do business with the DPWI, but merely services as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. Definitions

After-hours service refers to an enquiry or fleet vehicle request that is actioned after normal working hours, i.e. 17h00 to 07h30 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

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Delegated Official means the employee who has been delegated to authorize fleet vehicles in respect of fleet vehicle requests and expenses, e.g. line manager of the driver/passenger.

Department means the Department of Public Works and Infrastructure and the Ministry of Public Works and Infrastructure that requires a fleet vehicle services.

Emergency service means the booking of a fleet vehicle when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.

G-Commerce refers to the Government's buy-site for transversal contracts.

Ministry refers to the Office of the Minister and the Deputy Minister inclusive of their support staff.

Regional travel means travel across the border of South Africa to any of the SADC Countries, namely; Angola, Botswana, Democratic Republic of Congo (DRC), Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, United Republic of Tanzania, Zambia and Zimbabwe.

Service Level Agreement (SLA) is a contract between the service provider and the Department that defines the level of service expected from the service provider.

Third party fees are fees payable to third party service providers that provides fleet vehicle related services on an ad hoc basis that is not directly provided by the bidder.

Driver / passenger refers to a Departmental official, consultant or contractor travelling on official business on behalf of the National Department of Public Works and Infrastructure, Property Management Trading Entity (PMTE) and the Ministry of Public Works and Infrastructure.

Trip Authorisation is the official Transport Booking Form utilised by the Department reflecting the detail and trip number of the trip that is approved by the relevant delegated official.

VAT means Value Added Tax.

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS

4. Legislative Framework

4.1. Tax Legislation

- 4.1.1. Bidder(s) must be compliant when submitting a proposal to the Department of Public Works and Infrastructure and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 4.1.2. It is a condition of this bid that the tax matters of the successful bidders are in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.
- 4.1.3. The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 4.1.4. It is a requirement that the bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidders tax compliance status and by submitting this bid such information is deemed to have been granted.
- 4.1.5. Bidders are required to be registered on the Central Supplier Database and DPWI shall verify the bidder's tax compliance status through the Central Supplier Database.
- 4.1.6. Where Consortia / Joint Ventures / Sub – contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2. Procurement Legislation

The Department of Public Works and Infrastructure has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999) and the Preferential Procurement Regulations 2022.

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS

4.3. Technical Legislation and/or Standards

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

5. Compulsory Briefing Session

A compulsory briefing and clarification session will be held at the CGO Building, Room 161, 256 Madiba Street, Pretoria.

Non-attendance of the briefing and clarification session will lead to disqualification.

6. Timeline of the Bid Process

6.1. Bid closure

The bidder accepts that, if the Department extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6.2. Validity

The period of validity of the tender and the withdrawal of offers, after the closing date and time is 120 days.

7. Contact and Communication

- a. A nominated official of the bidder(s) can make enquiries in writing, to, **Ms Letty Mahlangu**, via email letty.mahlangu@dpw.gov.za and/or **(012) 406 1451**. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- b. The delegated SCM practitioner **Ms. Khayakazi Zaki** may communicate with Bidder(s) where clarity is sought on the bid proposal. Her contact details are khayakazi.zaki@dpw.gov.za and/or **(012) 492 2112**.
- c. Any communication to an official or a person acting in an advisory capacity for the Department of Public Works and Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is not permitted.

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- d. All communication between the Bidder(s) and the Department must be done in writing.
- e. Whilst all due care has been taken in connection with the preparation of this bid, the Department of Public Works and Infrastructure makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The Department of Public Works and Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- f. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder(s) must notify the Department, within 12 hours, in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).
- g. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Department of Public Works and Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- h. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. Late Bids

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

9. Counter Conditions

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

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10. Supplier Due Diligence

The Department of Public Works and Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requesting of additional information.

11. Submission of Proposals

11.1. Bidders to submit proposal in a form of a Two envelope system:

- a. First envelope should contain technical proposal response
- b. Second envelope should contain the price and the PA32 form of offer. (Price to be transferred to PA32)

Bidders to also submit the pricing schedule electronically in a form of memory stick/USB in addition to the hard copy.

11.2. *The bidder(s) are required to clearly mark the proposals.* Bidders must submit two (2) sets of each file (one (1) original and one (1) duplicate) by the closing date. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.

11.3. Bidders are requested to **initial each page** of the tender document.

12. Presentation / Demonstration

The Department of Public Works and Infrastructure reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

13. Duration of the Contract

The successful bidder will be appointed for a period of 60 (sixty) months upon the date of signing the Contract with the DPWI.

14. Scope of Work

14.1. Background

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS

- a. The Department of Public Works and Infrastructure participated in the Public Private Partnership Contract that was managed by the Department of Transport and National Treasury.
- b. The DPWI's primary objective in issuing this RFP is to enter into agreement with successful bidder(s) who will achieve the following:
 - i. Provide the DPWI with fleet management services that are consistent and reliable and will maintain a high level of driver/passenger satisfaction in line with the service levels.
 - ii. Significant cost savings for the DPWI without any degradation in the services.
 - iii. Appropriately contain the DPWI's risk and the drivers/passengers risk.
 - iv. Advise the DPWI on all fleet related matters that may affect the Department.

14.2. Number of Fleet Vehicles Required

- a. In conducting its business, the DPWI use a fleet of 373 vehicles, however, fleet management is not the DPWI's core function; DPWI will outsource the whole fleet management process.

Groups	HO	PTA	JHB	MMB	NEL	POL	KIM	UMT	BLOEM	PE	DBN	CPT	Total
Light sedan – manual 1400cc	30	61	15	8	8	7	8	5	11	12	9	30	204
Light sedan – automatic 1400cc	1	2	3	1					1			2	10
Light LDV Single Cab 4x2 with rubberizing and steel canopy 2000cc						4			2				6

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE
LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60
MONTHS**

Groups	HO	PTA	JHB	MMB	NEL	POL	KIM	UMT	BLOEM	PE	DBN	CPT	Total
Light LDV Single Cab 4x2 with rubberizing and tow bar 2000cc						1							1
Light LDV Single Cab 4x2 with rubberizing 2000cc				1									1
Light LDV Double Cab 4x2 with rubberizing and tow bar 2000cc						2							2
Light LDV Double Cab 4x2 with rubberizing ,towbar and steel canopy 2000cc										8			8
Light LDV Double Cab 4x2 with rubberizing, bulbar, winch and Armadillo 2000cc		3											3
Light LDV Double Cab 4x4 with rubberizing, roof rack, tow bar and steel canopy 2500cc		2									2		4

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE
LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60
MONTHS**

Groups	HO	PTA	JHB	MMB	NEL	POL	KIM	UMT	BLOEM	PE	DBN	CPT	Total
Light LDV Double Cab 4x4 with rubberizing and canopy 2500cc									4		8	2	14
Light LDV Double Cab 4x2 with rubberizing and canopy 2000cc												8	8
Light LDV Double Cab 4x4 with rubberizing and towbar 2500cc		3											3
Light LDV One Tonner Bakkies with rubberizing and roof rack 2000cc– 2500cc		2											2
Light LDV Two Tonner Bakkies with rubberizing and roof rack 2500cc - 3000cc		2											2
Light LDV Half Ton Bakkies 1600cc		3											3
Light LDV Half Ton Bakkies with rubberizing and steel canopy 1600cc		3											3

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS

Groups	HO	PTA	JHB	MMB	NEL	POL	KIM	UMT	BLOEM	PE	DBN	CPT	Total
Light LDV Double Cab 4x2 including a canopy and towbar 2000cc		3		2									5
Light LDV Single Cab 4x2 with canopy Long wheel base 2500cc												4	4
Light LDV Single Cab 4x2 with canopy 2000cc	1		1	4							2		8
Light LDV Single Cab 4x2 with canopy and towbar 2000cc		3			1		4						8
Light LDV Single Cab 4x2 without canopy 2000cc		2		2									4
Light LDV Single Cab 4x4 without a canopy 2500cc		1											1
Light LDV Single Cab 4x4 including a canopy 2500cc		2						2					4
Light LDV Single Cab 4x4 including a canopy and towbar 2500cc		2											2

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LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60
MONTHS**

Groups	HO	PTA	JHB	MMB	NEL	POL	KIM	UMT	BLOEM	PE	DBN	CPT	Total
Light LDV Double Cab 4x4 without a canopy 2500cc		4											4
Light LDV Double Cab 4x4 including a canopy 2500cc	2	2	2				3	3					12
Light LDV Double Cab 4x4 including a canopy, towbar and difflock 2500cc					1								1
Light LDV Double Cab 4x4 including rubberizing, and steel canopy 2500cc	2												2
Light LDV Single Cab 4x4 including towbar, roof rack and winch 2500cc		1											1
8 Seater Mini Bus 2000cc – 2500cc	1											5	6
9 Seater Mini bus 2000cc- 2500cc											1	5	6
10 Seater Mini bus 2000cc-2400cc		1	2						1				4
14 Seater Mini bus 2000cc- 2500cc	1	2		1									4
Panel Van 2000cc- 2500cc		1										3	4

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE
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MONTHS**

Groups	HO	PTA	JHB	MMB	NEL	POL	KIM	UMT	BLOEM	PE	DBN	CPT	Total
Panel Van with roof rack with shelves inside canopy, engine capacity 2000cc-2500cc		2											2
Panel Van with 3 Seats and closed off back section 2000cc-2500cc		2										1	3
300 Series 915 LWB including tipper side, tie hooks (or similar) 4000cc		1											1
300 Series 915 LWB including tipper side (or Similar) 4000cc		1											1
300 Series 915 LWB including tipper body (or similar) 4000cc		1											1
5 Ton Truck: 300 Series 915 LWB Cherry Picker (or similar) 5000cc		1										1	2
3 Ton Truck: 300 Series 714 SWB including Van body (or similar) 4000cc												1	1

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Groups	HO	PTA	JHB	MMB	NEL	POL	KIM	UMT	BLOEM	PE	DBN	CPT	Total
3 Ton Truck: 300 Series 714 SWB (AX3) including drop side tipper (or similar) 4000cc												4	4
NPR 400 F/C C/C including drop side (or similar) 4 Ton Truck 6000cc		1											1
NPR 400 Crew CAB AMT including van body, tail lift (or similar) 4 Ton Truck 6000cc			1										1
NPR 400 Crew CAB AMT including van body, (or similar) 4 Ton Truck 6000cc			1										1
300 Series 915 LWB including aerial platform, drop side tipper, crane fail safe (or similar) 4000cc		1											1
Total	38	115	25	19	10	14	15	10	19	20	22	66	373

****The above quantities are based on the current utilization however may increase or decrease during the duration of the contract.***

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET VEHICLES ON A FULL MAINTENANCE LEASE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF 60 MONTHS

b. Estimated monthly utilization per vehicle:

- i. The Department of Public Works and Infrastructure would prefer a standardized fleet, which reflect white in color and a decal (50cm x 25cm) on each front door.
- ii. The estimated kilometers to be travelled per fleet vehicle is 3 000 km/month. There will however be over and underutilization of vehicles each month.
- iii. There should also be car wash facilities available twice (2) a month, for each fleet vehicle.
- iv. The Fleet Management Service Provider is obliged to deliver all fleet vehicles within a 12 month period from the contract date. If the Service Provider is not capable of delivering all fleet vehicles within the required time, the Department may cancel the contract with immediate effect.

Please note:

- The number of vehicles can increase or decrease at any point and will be communicated with the approved service provider.
- The actual travelling distance per month will vary from month to month.
- The information on the decals will be provided to the approved service provider.

14.3 Service Requirements

14.3.1. General

The successful service provider will be required to provide fleet management services. Deliverables under this section include without limitation the following:

- a. Provide the proposed Account Management structure / organogram reflecting the position and names that will be responsible for the DPWI account.
- b. The fleet services will be provided to all officials travelling on behalf of the DPWI. This will include the Ministry, employees and contractors, consultants and clients where the agreement is that the DPWI is responsible for the arrangement and cost of fleet services.
- c. Provide fleet management services to DPWI during normal office hours (Monday to Friday 07h30 -17h00) and provide after hours and emergency services as required.
- d. 24 hour Call Centre to deal with queries if required.
- e. Vehicle tracking system to be installed in each vehicle.

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- f. Accident Repair and Management system to be rolled out to all DPWI offices.
- g. Provide Fleet Management reports on a monthly, quarterly and annual basis.
- h. Provide financial reports on a monthly, quarterly and annual basis.
- i. Respond to Audit related queries within 24 hours as raised by the Auditor-General.
- j. Familiarization with current DPWI transport business processes.
- k. Familiarization with the current DPWI Fleet Services Policy and implementations of controls to ensure compliance.
- l. Manage the third party service providers by addressing service failures and complaints against these service providers from the current vehicle utilization to the replacement vehicle utilization.
- m. The Fleet Management Service Provider must provide a detailed transition plan for implementing the service without interruptions and ensure a smooth transition.
- n. The Fleet Management Service Provider must provide the testimonials/reference company letterheads with appointment letters from at least (5) existing/recent contracts with contactable details (over the past 10 years) reflecting the contract start and end date and the value of contracts of a similar size.
- o. Reference checks will be conducted with the each referee submitted.
- p. Penalties incurred as a result of the inefficiency or fault of the Fleet Management Company will be for their own account, subject to the outcome of a formal dispute process.
- q. Bidders should clearly stipulate that **all areas in the country** will be serviced as per **Annexure A**. Vehicle to be maintained and serviced in the area which it operates in. A vehicle based in Umtata must be serviced in Umtata. **Also to note addresses below of DPWI offices where dealerships must service the fleet vehicles within 30km radius from the DPWI offices. Bidders to provider Dealership letters of accredited dealerships to demonstrate that vehicles can be maintained and serviced within the stipulated areas.**

Delivery addresses:

- **Head Office** - 256 Madiba Street
Pretoria
- **Pretoria R/O** - 251 Nana Sita Street
Pretoria
- **Johannesburg R/O** - 78 Cnr De Beer & De Korte Street
Braamfontein
- **Nelspruit R/O** - 31 Brown Street

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		Nelspruit
• Mmabatho R/O	-	810 Albert Luthuli House Mmabatho
• Polokwane R/O	-	78 Hans van Rensburg Street Polokwane
• Kimberley R/O	-	Cnr Knight & Stead Streets Kimberley
• Bloemfontein R/O	-	18 President Brand Street Bloemfontein
• Port Elizabeth R/O	-	Hancock Street, North End Port Elizabeth
• Mthatha R/O	-	29 Sutherland Street Mthatha
• Durban R/O	-	Cnr West and Aliwal Street Durban
• Cape Town R/O	-	Heerengracht Foreshore Cape Town

14.3.2 General Business and Administrative Requirements

The appointed service provider will be required to provide Fleet Management Services to DPWI.

The services are as follows:

- To provide a total number, type and categories of vehicles as requested.
- Vehicles fitted with an intermediate and advance tracking devices to enable monitoring of vehicles. All of the above offices and Transport Officers within DPWI should have access to this system.
- Management of traffic offences in line with the applicable legislation.
- A detailed fleet management system (FMS) to accurately record and report all expenditure/transaction-related events and associated amounts.
- Proof of capability to provide three (3) quotes for all accident and damage-related claims. Attach examples as per current contracts.
- Petrol cards to be provided for each vehicle.
- Tollgate fees to be linked to each petrol card.

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- h. Detailed vehicle hand-over report and return protocols plan.
- i. Comprehensive insurance of vehicles and costs included in the quoted rates.
- j. Provide 24 hours help desk support and roadside assistance
- k. DPWI will provide the service provider with a list of all regional offices and head office.
- l. Monthly rates indicating all costs involved with inclusions and exclusions.
- m. Proof of capability to provide replacement vehicles as agreed (major engine repairs, accidents, incidents etc.)
- n. The dealership / service centers should not be more than 30 kms from the DPWI Offices for the vehicles to be delivered and serviced.
- o. On site or off site car wash facilities, not more than 20 kms from the DPWI Offices are required.

14.3.3. Fully established off-site office

- a. The Fleet Management Service Provider is responsible for providing a fully operational off-site office in **Gauteng**.
- b. The Fleet Management Service Provider must provide the addresses and contact details of the off-site office.
- c. The Fleet Management Service Provider must provide proof of the existence of the fully operational off-site office.
- d. The contact details of the Key Account Manager, Operations Manager and Financial Manager must be provided.
- e. The fully established and operational off-site office must have a minimum of 5 staff, availability of functional communication tools and proof of a live vehicle management system.

14.3.4. After hours and Emergency Services

- a. The Fleet Management Service Provider is responsible for providing a fully operational after hours and Emergency Services.
- b. The Fleet Management Service Provider is responsible for providing suitable competent and professional resources for all of the requirements.
- c. The Fleet Management Service Provider must have a national foot print in all provinces for all after hours and emergency services.

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- d. The Fleet Management Service Provider must provide proof of the existence of a 24/7 call centre, i.e. pictures or footprint of office building.
- b. The contact details of the Lead Client Service Manager and assistance must be provided.
- c. After hours services (17h00 to 07h30) must be provided from Monday to Friday outside the official hours (07h30 to 17h00) and twenty-four (24) hours on weekends and Public Holidays.
- d. An emergency after-hour support system must be available, seven (7) days a week, 365 days a year.
- e. The Fleet Management Service Provider should submit the after-hours information the following day after a fleet vehicle was utilized.

14.3.5. Account Management

- a. An Account Management structure should be put in place to respond to the needs and requirements of the DPWI and act as liaison for handling all matters with regard to delivery of services in terms of the contract.
- b. The Fleet Management Service Provider must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the DPWI account.
- c. The necessary processes should be implemented to ensure good quality management and ensuring client satisfaction at all times.
- d. A complaint handling procedure must be implemented to manage and record the compliments and complaints of the Fleet Management Service Provider and other third party service providers.
- e. The Fleet Management Service Provider must ensure that the DPWI's Fleet Management Policy is enforced and must be conversant with National Treasury and the Department of Transport's policies and circulars.
- f. The Fleet Management Service Provider is obliged to ensure that training is provided to departmental officials at Head Office and 11 Regional Offices on inception of the contract and follow up training on a bi-annual basis or when the need arises. This might include processes i.e. accident, damages, tracking system and afterhour system.
- g. During quarterly reviews, comprehensive reports on the expenditure and the performance in terms of the SLA must be presented.

14.3.6. Quarterly and Annual Transport Reviews

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- a. Quarterly reviews are required to be presented by the Fleet Management Service Provider on the Department's transport activities in the required period. These reviews are comprehensive and must be presented to the Department's SCM team as part of the performance management reviews based on the service levels.
- b. These Transport Reviews should be presented and be available in a report form:
 - i. Transport Management Report
 - ii. Exception Reports
 - iii. Accident / Incident Reports
 - iv. Fuel / Tollgate Reports
 - v. Service / missed service Reports
 - vi. Any other reports required.

14.3.7. Supply of vehicles and equipment

- a. The Fleet Management Service Provider is obliged to provide the Department with an implementation plan with clear timelines on the delivery of vehicles taking into account the contract date. This will be monitored with the Service Level Agreement and during the quarterly reviews.
- b. Fixed Leasing costs on schedules over the specified Leasing period. If the Leasing period is terminated before the time no end of term penalties will apply.
- c. Guaranteed maintenance costs over the specified Leasing period. If the Leasing period is terminated before the time no end of term penalties will apply.
- d. Replacement of vehicles that travelled 150 000km in the contract period with no penalties.
- e. Delivery and collection of vehicles should take place without any cost to the DPWI.
- f. Where the service providers deviate from the original specifications, the Department will not be held liable for the rental fees during the period at which the vehicle is not in use unless a replacement vehicle is issued upon receipt of a report on the vehicle that require maintenance.

14.3.8. Leasing of vehicles and equipment

- a. Leasing vehicles and equipment should include all requirements, administrative fees, registration fees, equipment and ad-hoc rentals as indicated / requested by the Department of Public Works and Infrastructure.

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- b. Prices tendered for vehicles should include the costs of standard fitted items.
- c. The DPWI should not be charged for the cost of replacement and relieve vehicles.
- d. The service provider will be responsible to provide the following services as a minimum in respect of medium to long term / ad-hoc rentals:
 - i. Provision should be made for medium to long term (more than a month) / ad hoc Rentals.
 - ii. Replacement and relieve vehicles (faulty, break downs, incidents on vehicles) should be of equivalent nature. This would apply when the need arises to replace an incident-damaged or faulty vehicle until it's repaired or replaced.
 - iii. Replacement and relieve vehicles (accidents, write off) may not be older than three (3) years and in a road worthy condition. This would apply when the need arises to replace an accident-damaged or faulty vehicle until it's repaired or replaced.
 - iv. Vehicles must at all times be fully licensed and road worthy with the appropriate licensing authorities. The display of the license disk once supplied will be the responsibility of the DPWI.

14.3.9. Full service and maintenance plan

- a. DPWI requires that all services that include comprehensive motor plans to cover service and maintain lease vehicles, cashless services for drivers; replacement of vehicles that are in for mechanical repairs and emergency after-hours provision.
- b. The service provider must ensure that a motor plan is purchased for each vehicle prior to delivery. All vehicles have to be in good working order at all times and shall be serviced or repaired as per the manufacture's guideline and specification (Original Equipment Manufacturer).
- c. The service provider must keep invoices in respect of services and shall retain it. It should be produced on demand of DPWI.
- d. On return the DPWI shall inspect a vehicle and shall within 2 working days of return of the vehicle sign-off its satisfaction with the service, maintenance or repairs affected.
- e. In the event that the service does not produce the required results (recurring problems) the service provider shall provide at its cost a replacement / relief vehicle of equivalent nature until the original vehicle is available.

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- f. The service provider is responsible to provide all services required in the event of a breakdown, i.e. vehicle towing and recovery, provision of alternative accommodation, collection of stranded officials and replacement vehicles at no cost to the Department.
- g. The following services will not be allowed without prior authorization:
 - i. Excess kilometer charges (where applicable)
 - ii. Fuel card replacement
 - iii. Fuel card provision for ad-hoc vehicles and top-up fuel for said vehicles
 - iv. Duplicate licenses

14.3.10. Comprehensive Insurance

- a. The service provider must ensure that all vehicles are fully and comprehensively insured at all times. The price tendered should include comprehensive insurance for the entire leasing period and a list of all services should be provided.
- b. Excess amounts on the Comprehensive Insurance should be reflected per vehicle.
- c. In respect of accidents and breakdowns it is expected of the service provider to submit the process on how the vehicle, drivers and official passengers will be handled would it / they be stranded.
- d. The DPWI will provide the departmental process to the successful bidder for any charges raised during an accident or breakdown before invoices can be raised.

14.3.11. Fuel and tollgates

- a. The service provider needs to establish and manage a fuel system or similar facility allowing a cashless mechanism to drivers to purchase fuel, oil and cover all toll and e-toll charges.
- b. A proposal on the management of fuel cards process clearly stipulating the risks and losses.

14.3.12. Vehicle tracking (must have and non-negotiable)

Bidders must complete Annexure D for vehicle tracking system requirements:

- a. Vehicles must be fitted with an intermediate (specialized vehicles) and advance (sedan vehicles) tracking devices to enable monitoring of vehicles. Transport Officers within DPWI should have access to this system.
- b. Availability to access the Tracking system on a daily basis for all vehicles.

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- c. The bidder must confirm the system that will be installed as per Annexure D on all the vehicles and ensure that trackers are installed, before delivering to DPWI.

14.3.13. Utilization management

- a. This would require the service provider to monitor and report monthly kilometer usage of vehicles (highlight over and underutilization of vehicle) and relocation/swapping/returning of vehicles to provide balance utilization.
- b. Service Providers must clearly indicate what their role will be in this respect and how they would add value.
- c. Provide example of notification on possibility of fleet vehicle abuse e.g. “over speeding”

14.3.14 Traffic fine management

- a. The service provider is responsible for ensuring that all fines are redirected in the name of the offender and all costs will be for the offenders account.
- b. The service provider will be responsible to redirect all traffic fines without any cost to DPWI.

14.3.15. A management information system accessible by the DPWI

The service provider is responsible for providing a management information system to enable and facilitate the efficient provision of services in a manner that supports the following goals:

- a. All fleet information is accurate, complete and valid.
- b. The system must be Web based, real time and available 24/7.
- c. Queries can be customized to allow management access to information in a format that is relevant, useful and supports decision making thereby allowing effective utilization of resources.
- d. Audit trails will be retained for use as may be required.
- e. Identified DPWI employees must have access with unique identification to the management information system and must be able to download all data into Excel.

14.3.16. Customization and consolidation of management reports by cost center

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DPWI requires monthly, quarterly and annual management reports for the DPWI per cost center on separate reports not later than the 5th working day of the month or Financial Quarter ending.

14.3.16.1. Monthly reports required

- i. Billing
- ii. Vehicle asset register
- iii. Amortization Table Report
- iv. Vehicle termination
- v. Vehicle services
- vi. Fleet health
- vii. Notice for vehicle due to term in 4 months
- viii. Vehicles over term
- ix. Licenses disc renewals
- x. Licenses disc due
- xi. Traffic fine Infringements
- xii. Utilization report
- xiii. Accidents report
- xiv. Call Centre Reports 24/7
- xv. Consumption summary
- xvi. Petrol fuel station usage
- xvii. Diesel fuel station usage
- xviii. Incident Register (Complaints / Compliments)
- xix. Fuel and related expenditure reconciliation
- xx. Traffic Fines Report
- xxi. Tracker reports

14.3.16.2. Weekly reports required

- i. Consolidated afterhours and weekend usage
- ii. Speeding and driver behavior
- iii. Utilization report
- iv. Request per cost center

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Please note: All the data collected and compiled by the service provider is and will remain the property of the DPWI and must be handled and kept according to the confidentiality guidelines. It should not be accessible by any unauthorized parties.

14.4 Administration of invoices

The Fleet Management Service Provider is responsible for the consolidation of invoices and supporting documentation to be provided to the DPWI 7 working days after month end. This includes all supporting documentation attached to the invoices.

14.4.1. Fuel Invoices:

- i. Reflect the Name "Tax Invoice"
- ii. Name of the Supplier
- iii. Supplier banking Details
- iv. Name of the Department (DPWI)
- v. Full address of the Department
- vi. Date of the Invoice
- vii. Invoice Number
- viii. Name of the person the invoice is addressed to
- ix. Vehicle Registration number
- x. Reflect the date and the transactions charged
- xi. Reflect the oil transaction/s
- xii. Reflect the toll and e-toll transaction
- xiii. Card administration fees etc.
- xiv. VAT (VAT Vendor)
- xv. Total amount Due
- xvi. Fuel, oil and toll charges detailed statement must be attached

14.4.2. Monthly Rental Invoices:

- i. Reflect the Name "Tax Invoice"
- ii. Name of the Supplier
- iii. Supplier banking Details

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- iv. Name of the Department (DPWI)
- v. Full address of the Department
- vi. Date of the Invoice
- vii. Invoice Number
- viii. Name of the person the invoice is addressed to
- ix. Vehicle Registration number
- x. Reflect the KM travelled for the month
- xi. Reflect the monthly rental amount
- xii. Reflect the dates of the rental period
- xiii. Reflect the over utilization charge if any/ underutilization credit
- xiv. VAT (VAT Vendor)
- xv. Total Amount Due

14.4.3. Damage / Accident Invoices:

- i. Reflect the Name "Tax Invoice"
- ii. Name of the Supplier
- iii. Supplier banking Details
- iv. Name of the Department (DPWI)
- v. Full address of the Department
- vi. Date of the Invoice
- vii. Invoice Number
- viii. Name of the person the invoice is addressed to
- ix. Vehicle Registration number
- x. Reflect the damage/excess amount
- xi. Reflect the dates of the accident/damage
- xii. Assessors fees to be included on damage/accident invoice (where applicable)
- xiii. VAT (VAT Vendor)
- xiv. Total Amount Due

Attachments:

- a. Damage / Accident report
- b. Assessors report (where applicable)
- c. 3 quotations from different repairers
- d. Driver's ID and license

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- e. Drivers statement
- f. SAPS report / Affidavit

14.4.4. Re-prints of invoices:

- a. All invoices may be requested after the original was delivered to the Department at no cost to DPWI.

14.4.5. Monthly invoice pack:

- a. An invoice pack must be submitted to each Transport Office at Head Office and Regional Offices on a monthly basis.
- b. All invoices must include VAT at the prescribed rate.

14.4.6. Payment:

- a. The DPWI shall reconcile the invoices and settle the account via electronic fund transfer within 30 days from date of receipt of the compliant invoice.

14.4.7. Maintenance / Service Risks

The table below presents a summary of the risks, their description and proposed allocation.

Risk	Description	Allocation
Unexpected repairs	<ul style="list-style-type: none"> • All repairs are managed under either the full motor plan purchased with the vehicle, or when due to proven negligence/driver abuse then repaired under managed maintenance after authorization from appropriate delegated official. • Definition of Full Motor plan is as follows: <ul style="list-style-type: none"> ○ Scheduled servicing ○ Non-scheduled maintenance, and ○ Commencing from the expiry of the warranty of the vehicle, where applicable, mechanical failure repairs. ○ Definition of Managed Maintenance is as follows: <ul style="list-style-type: none"> ○ Method and process of paying for costs outside of the scope of the Full Maintenance plan. 	To be managed by service provider
Defective	<ul style="list-style-type: none"> • Managed under the "Managed Maintenance" controlled by 	To be managed by

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repairs	the appointed service provider and revert to dealer/manufacture in the event of long-term problems.	service provider
	<ul style="list-style-type: none"> It would be incumbent on the Transport Officer to communicate any problems, in a timeous manner, to enable the service provider, to act on such defective repairs. 	DPWI
Delays in repairs and maintenance	<ul style="list-style-type: none"> The service provider must monitor that all vehicles are repaired in a timeously manner. Any delays must be reported to the DPWI Fleet Section immediately. 	Appointed service provider once informed
Fuel fraud/theft	<ul style="list-style-type: none"> Fuel card usage monitored through daily reports for exceptions against vehicle norms and collecting all evidence such as video evidence and copies of signed slips from the filling stations. Reports supplied to Transport Officer concerned 	<p>Responsibility of providing reports is with appointed service provider. Any follow-ups and action in respect of misuse by officials is with the DPWI.</p> <p>Suspected fraud on the side of the service station is the responsibility of the appointed service provider.</p>
Driver abuse & negligence	<ul style="list-style-type: none"> Positive driver identification substantiated by reports supplied daily by the appointed service provider to the DPWI. 	Appointed service provider
	<ul style="list-style-type: none"> There should be a mechanism in place for recourse in the event of proven abuse, against either the driver or DPWI, which may impact on the residual values taken by the appointed service provider. 	DPWI
	<ul style="list-style-type: none"> Fines to be managed by appointed Service Provider and redirected to the driver responsible for the fine. Where the fine is in any way connected to non-performance by the appointed Service Provider it would remain 100% 	Appointed service provider

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	their responsibility.	
Unauthorized use of vehicles	<ul style="list-style-type: none"> Positive driver identification substantiated by reports must be supplied. No-go zones and areas can be defined accordingly so that notification can be sent to nominated people when vehicle enters defined zones. 	To be managed by the appointed service provider but the final responsibility is with the DPWI
Vehicles not available when required	<ul style="list-style-type: none"> In the event of either late repairs or replacement vehicles a relief vehicle must be provided to the DPWI 	To be managed by the appointed service provider
Short payments due to Damages / losses	<ul style="list-style-type: none"> In the case of accident, theft, losses, mechanical breakdown and force majeure, it is the appointed Service Provider's responsibility to replace/repair the vehicle items at no extra cost to DPWI. Proof of negligence in case of accident, it is the appointed Service Provider's responsibility to provide sufficient evidence to substantiate the claim at no extra cost to DPWI. 	<p>To be managed by the appointed service provider</p> <p>To be managed by the appointed service provider but the final responsibility is with the DPWI</p>

15. Evaluation and Selection Criteria

The Department of Public Works and Infrastructure has set minimum standards (Gates) that bidders need to meet in order to be evaluated and selected as the successful bidders. The minimum standards consist of the following:

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Responsiveness (Standard / Gate 0)	Technical Evaluation Criteria (Standard / Gate 1)	Price and Preference Evaluation (Standard / Gate 2)
<p>Bidders must submit all SCM documents, Annexures A – D and the PA-09.</p> <p>Only bidders that comply with ALL these criteria will proceed to Gate 1.</p>	<p>Bidder(s) are required to achieve scoring <u>a minimum combined score of 70 points out of 100 points</u> for the technical criteria to proceed to Gate 2.</p>	<p>All bids received will be evaluated in accordance with the 90/10 preference point.</p> <p>Points scored for specific goals will be added to the points scored for Price.</p>
Risk Analysis		
<p><i>Bidder(s) are required to submit a <u>Bank Credit Rating Letter issued by reputable banking institution</u> and a complete set of annual financial statements (Statement of Comprehensive income, Statement of financial position, Statement of cash flows and accompanying notes) in the name of the bidding entity for the <u>past three (3) years</u>.</i></p> <p>A Risk Analysis will only be conducted on the qualifying bidders.</p> <p>Entities trading for less than 3 (three) financial periods, should provide reasons in a letter signed by a duly authorized individual of the entity. All documentation to support the reasons of the entity trading for less than three financial periods should accompany this submission.</p> <p>In the case of a Joint Venture (JV), the separate annual financial statements of all the entities forming part of the JV should be submitted. A copy of the JV legal agreement detailing the percentage ownership of each entity should also be included in the submission.</p>		

15.1. Gate 0: Responsiveness Criteria

Without limiting the generality of the Department of Public Works and Infrastructure other critical requirements for this Bid, bidder(s) must submit the documents as per the PA-04GS notice and invitation to tender and PA-09 list of returnable documents. All documents must be completed in full and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

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15.2. Gate 1: Technical Evaluation Criteria = 100 points

Only Bidders that have met the Responsiveness Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- a. Desktop Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points.

The overall combined score must be equal or above 70 points or more in order to proceed to Gate 3 for Price and specific goals evaluation.

15.3 Gate 2: Price and Specific goals Evaluation

All bids received will be evaluated in accordance with the **90/10** preference point system as prescribed in the Preferential Procurement Regulation of 2022.

- a. Points scored for specific goals will be added to the points scored for Price.

The Bidder's information will be scored according to the following points:

Only bidders that have qualified on the responsiveness evaluation process shall be evaluated for functionality. At this phase, the evaluation process shall be based on the bidder's response in respect of the bid proposal. Prospective bidders who score a minimum qualifying score of 70 points or more out of 100 points on functionality will qualify for Price and specific goals evaluation.

Functionality criteria:	Weighting factor (Points):
Managing full maintenance lease contract Bidders must indicate the managing of full maintenance lease contracts of 373 or more fleet vehicles. Bidders must provide proof of contracts, present and past, of similar size and nature as per Annexure B1 Schedule of capability to deliver (over the past 10 years) <i>(Must be signed and completed in full and attach Reference letters by the clients not older than 2 years with appointment letters.)</i>	20

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<p>451 - 500 vehicles or more = 5 points</p> <p>401 - 450 vehicles = 4 points</p> <p>373 - 400 vehicles = 3 points</p> <p>Less than 373 vehicles = 0 points</p>	
<p>Company experience in full maintenance lease contract</p> <p>Bidders must indicate the number of years of experience in managing full maintenance contracts for current and previous years. Bidders must provide proof of contracts, present and past, of similar size and nature as per Annexure B2 Schedule for company experience (<i>Must be signed and completed in full and attach Reference letters by the clients not older than 2 years with appointment letters</i>)</p> <p>9 years and more experience = 5 points</p> <p>8 years experience = 4 points</p> <p>7 years experience = 3 points</p> <p>6 years experience = 2 points</p> <p>5 years experience = 1 point</p> <p>Less than 5 years experience = 0 points</p> <p>Non submission of letters = 0 points</p>	20
<p>Accident Management</p> <p>Bidders to demonstrate capacity to handle accident management and reporting system as per Annexure C.</p> <p>Documented insurance management process, from reporting of incident/accidents, submission</p>	15

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<p>of claim, obtaining of quotes, conducting repairs, road side assistance to driver involved in an accident = 5 points</p> <p>Incomplete set of documents, i.e. documented insurance management process from reporting of incident/accidents submission of claim, obtaining of quotes, conducting repairs, road side assistance to driver involved in an accident = 0 points</p> <p>No documented insurance management process, from reporting of incident/accidents submission of claim, obtaining of quotes, conducting repairs, road side assistance to driver involved in an accident = 0 points</p>	
<p>Fuel Card Management</p> <p>Bidders to demonstrate the process to manage fuel card administration and delivery of fuel cards nationally, replacements of lost or stolen cards and delivery of replacement fuel cards before expiry of old cards</p> <p>Ability to distribute fuel cards nationally with own courier services, put real time controls in place to prevent abuse and fraudulent use, provide exceptions reports = 5 points</p> <p>None of the above = 0 points</p>	15
<p>Delivery of new lease vehicles with full maintenance and service plan</p> <p>Bidders must submit an implementation plan, with confirmed delivery dates, times and description of vehicles from the dealerships within a 12 month period from contract date.</p>	15

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<p><i>(Attach letters from the vehicle dealerships confirming the delivery of vehicles within the specified period)</i></p> <p>Detailed pre and post Implementation plan with timelines for vehicle ordering, installation of tracker, delivery date of vehicles nationwide, maintenance and service and renewal of licences within a 6 month period from contract date = 5 points</p> <p>Detailed pre and post Implementation plan with timelines for vehicle ordering, installation of tracker, delivery date of vehicles nationwide, maintenance and service and renewal of licences within a 12 month period from contract date = 3 points</p> <p>No detailed pre and post Implementation plan with timelines for vehicle ordering, installation of tracker, delivery date of vehicles nationwide, maintenance and service and renewal of licences within a 12 month period from contract date = 0 points.</p>	
<p>Resource experience:</p> <p>Bidders must submit detailed CV's of each resource showing years of experience in fleet management and skills held. Each requested manager must possess a minimum of 5 years relevant working experience in their respective fields. Any requested manager possessing less than 5 years' experience will not be considered.</p> <ol style="list-style-type: none"> 1. Key Account Manager, 2. Operations Manager, 3. Financial Manager, 4. Call Centre Manager and 	<p>15</p>

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<p>5. Client Relations Manager in off-site office</p> <p>25 years or more combined experience = 5 points</p> <p>Less than 25 years combined experience = 0 points</p> <p><i>Note: Each requested Managers' 5 or more years' experience will be added together for the combined experience.</i></p>	
OVERALL COMBINED POINTS:	100

15.4 Gate 2: Price and Preferential Procurement Points Allocation

Gate 2: Price and Preferential Procurement Points Allocation.

Only Bidders that have met the minimum functionality point threshold of 70 in Gate 1 will be evaluated in Gate 2 for price and Preferential Procurement points. Price and Preferential Procurement points will be evaluated as per PA16:

Joint Ventures and Consortiums

A trust consortium or joint venture (including the unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by SANAS accredited service provider. Zero (0) points will be awarded if separate B-BBEE certificates or a sworn affidavit are submitted.

Bidders must submit concrete proof of the existence of joint venture and /or consortium arrangements. The Department of Public Works and Infrastructure will accept signed agreements as acceptable proof of the existence of a joint venture and /or consortium arrangement.

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

Bids received for the Department will be evaluated on the 90/10 preference point system.

15.4.1. Pricing

15.4.1.1. Structure of the pricing schedule

These spreadsheets contain the financial response template for the bid. The bid pricing submission instructions in these documents must be read in conjunction with instructions or notes in the Terms of Reference.

15.4.1.2. General instructions for completing the pricing schedule templates

- a) Bidders must submit 2 paper copies and an electronic copy of the Pricing Schedule in the event of a discrepancy, the paper will prevail.
- b) Bidders must sign all paper copies of their Pricing Schedule.
- c) Bidders must complete the attached Annexure A, B1, B2, C and D templates in full. In instances where a service is free of charge or cannot be provided, it must be clearly indicated.
- d) Bidders must note the number of vehicles reflected are based on projections and for comparative and evaluation purposes only. Final number of vehicles will be determined after the award of the Bid.

15.4.1.3. Currency and VAT

All bidders' pricing must be quoted in South African Rand (ZAR) inclusive of VAT.

15.4.1.4. Inclusions on monthly rental rates

- a) Value added Tax (VAT)
- b) Carbon Emission Tax
- c) 2 X Car Washes p/m, p/v
- d) Free delivery and collection
- e) Windscreen cover
- f) Tyre cover
- g) Weekly reports
- h) Monthly reports

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- i) Full comprehensive insurance cover
- j) Maintenance plan
- k) Tracking rates

15.4.1.5. Exclusions on monthly rental rates

- a) Fuel cost / Toll fees / E-Toll fees
- b) Insurance excess amounts (If applicable)
- c) Excess kilometres fee

16. Contract Price Adjustment

Contract price adjustments will be done **annually** on the anniversary of the contract start date as approved by the National Bid Adjudication Committee. The prices submitted by the bidder must be fixed for the duration of the contract.

Pricing Schedule/Structure should be fixed with an annual Consumer Price Index (CPI) adjustment as published by the STATS SA.

17. Service Level Agreement

17.1. Upon award the Department of Public Works and Infrastructure and the successful bidders will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the Department of Public Works and Infrastructure.

17.2. The Department of Public Works and Infrastructure reserves the right to vary the proposed terms and conditions of the draft Service Level Standards during the course of negotiations with a bidder by amending or adding thereto.

18. Special Conditions of the Bid

18.1. The Department of Public Works and Infrastructure reserves the right:

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

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- b. To negotiate with two or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c. To accept part of a tender rather than the whole tender.
- d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g. To conduct a Risk Analysis inclusive of background check on the recommended bidders after completion of the pricing and specific goals evaluation stage. In this regard bidders are referred to Section 15 (RISK AND EVALUATION CRITERIA) in terms of which bidders are required to submit complete sets of annual financial statements for 3 (three) years, in the name of the bidding entity.
- h. To award a tender based on which bidders are offering the best value for money, even if such Tender is not the lowest priced tender.
- i. Not to award the tender to the bidder whose financial statements are not in order.
- j. No award to multiple bidders.
- k. To require a successful security clearance for the recommended bidders and consultants, the Department will request the needed clearance and if any information is needed, it will be requested extra from the bidder.

19. Responsibility for Sub-Contractors and Bidder's personnel

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the Department of Public Works and Infrastructure allows a bidder to make use of sub-contractors,

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such sub-contractors will at all times remain the responsibility of the bidder and the Department of Public Works and Infrastructure will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

20. General Compliance

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

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

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of The Department of Public Works and Infrastructure;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat the Department fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the Department of Public Works and Infrastructure;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the Department of Public Works and Infrastructure as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the Department of Public Works and Infrastructure will not be used or disclosed unless the written consent of the client has been obtained to do so.

21. Conflict of interest, corruption and fraud

21.1. The Department of Public Works and Infrastructure reserves its right to disqualify any bidder who, either itself or any of whose members:

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- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department of Public Works and Infrastructure officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; has in the past engaged in any matter referred to above; or has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22. Misrepresentation during the lifecycle of the contract

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

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

23. Preparation Costs

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

24. Indemnity

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

oo0oo

A handwritten signature in black ink, appearing to read 'M. K. A. S.', is written over a circular stamp or seal.

PART 2: Bid number HP24/013GS

Annexures

1. Annexure B1 (Capability to deliver vehicles)
2. Annexure B2 (Company Experience)
3. Annexure C (Schedule for accident repair and management)
4. Annexure D (Schedule for vehicle tracking system)

NOTE: ANNEXURE A (PRICING SCHEDULE) IS ATTACHED TO PART 2 OF BID DOCUMENT.



ANNEXURE B1

Schedule of call

INDICATE ALL CONTRACTS IN THE TABLE BELOW FOR PRESENT AND PAST CONTRACTS OF SIMILAR SIZE EXECUTED BY THE FLEET MANAGEMENT COMPANY

[illegible]

(MUST BE COMPLETED IN FULL)

BIDDER'S SIGNATURE:

DOCUMENTS MAY NOT BE COPIED OR USED FOR ANYTHING OTHER THAN THE FLEET MANAGEMENT CONTRACT

DOCUMENTS MAY NOT BE COPIED OR USED FOR ANYTHING OTHER THAN THE FLEET MANAGEMENT CONTRACT



Schedule for company experience

[illegible]

DOCUMENTS MAY NOT BE COPIED OR USED FOR ANYTHING OTHER THAN THE FLEET MANAGEMENT CONTRACT



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ANNEXURE C

SCHEDULE FOR ACCIDENT REPAIR AND MANAGEMENT

FULL COMPREHENSIVE INSURANCE COVER

[illegible]

(MUST BE COMPLETED IN FULL)

BIDDER'S SIGNATURE: _____ DATE: _____

DOCUMENTS MAY NOT BE COPIED OR USED FOR ANYTHING OTHER THAN THE FLEET MANAGEMENT CONTRACT

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ANNEXURE D

SCHEDULE FOR VEHICLE TRACKING SYSTEM

VEHICLES	ESTIMATED NUMBERS	TRACKING DEVICE	UNIT PRICE PER VEHICLE (INCL VAT)	UNIT PRICE PER MONTH (INCL VAT)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL PRICE FOR 60 MONTH PERIOD (INCL VAT)
VARIOUS VEHICLES (SEDANS, LDV'S, PANEL VANS, MINIBUSSES)	359									
SPECIALISED VEHICLES	14									

(MUST BE COMPLETED IN FULL)

BIDDER'S SIGNATURE: _____ DATE: _____

DOCUMENTS MAY NOT BE COPIED OR USED FOR ANYTHING OTHER THAN THE FLEET MANAGEMENT CONTRACT