



**stats sa**

Department:  
Statistics South Africa  
REPUBLIC OF SOUTH AFRICA

**Stats SA 002/22**

**CLOSING DATE: 11:00 AM on 15 SEPTEMBER 2022**

## **BID DESCRIPTION**

THE APPOINTMENT OF A PANEL OF FLEET SERVICE PROVIDERS FOR THE PROVISION OF HIRED VEHICLES FOR A PERIOD OF 36 MONTHS FROM DATE OF APPOINTMENT.

ONE (1) SEALED ENVELOPE WITH ALL BID DOCUMENTS, i.e. (SBD 1, SBD 3.3, SBD 4, SBD 5, SBD 6.1, SBD 7.2, GENERAL CONDITIONS OF CONTRACT AND THE SPECIFICATION).

**NB:** BIDDERS ARE ALSO REQUESTED TO SUBMIT ONE (1) ORIGINAL PLUS ONE (1) COPY, ELECTRONIC COPY (USB) OF BID PROPOSALS AND RESPONSES.

**FAILURE TO SUBMIT BIDS AS REQUESTED WILL  
INVALIDATE YOUR BID**



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Statistics South Africa  
REPUBLIC OF SOUTH AFRICA

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

**PLEASE TAKE NOTE**

**BID NUMBER: STATS SA 002/22**

**CLOSING TIME: 11:00 AM**

**CLOSING DATE: 15 SEPTEMBER 2022**

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

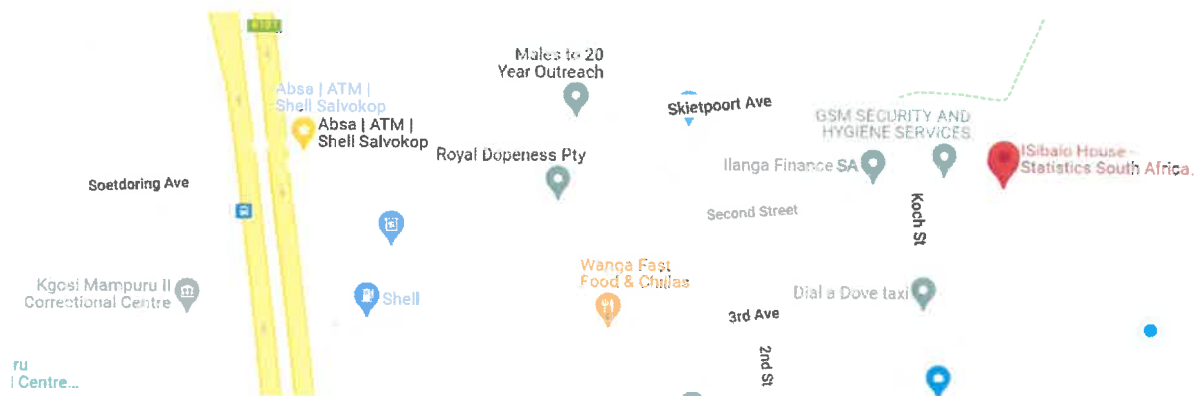
The SBD 1 - form must be signed in the original that is in ink - forms with photocopied signatures or other such reproduction of signatures may be rejected.

The SBD 4 - declaration must be completed and signed. **NB: THIS DOCUMENT IS NOT FOR SALE**

**BID DOCUMENTS MAY BE POSTED TO:**

**Bid Section  
Statistics South Africa  
Private Bag x44  
Pretoria**

The bid documents may be deposited in the bid box which is Isibalo House , Koch Street, Salvokop, Pretoria, 0002



Bid documents that are posted must reach Statistics South Africa before the closing date of the bid

The bid box of Statistics South Africa is generally open between 06h00 to 16h00, 7 days a week. The bid box will be closed on the closing time of bids.

**Call 012- 310 8940/6978/2114/2946**

**012-406 3154**

*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*

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## 1. SUBMISSION OF DOCUMENTS

- 1.1 One (1) original bid proposal/response plus one (1) copy and electronic copy (USB) which must include all the SBD forms i.e. (SBD 1, SBD 2, SBD 3.3, SBD 4, SBD 5, SBD 6.1, SBD 7.2, general conditions of contract and terms of reference).
- 1.2 The original copy must be signed in ink by an authorized employee, agent or representative of the Bidder and initialized in each and every page of the bid.
- 1.3 Bids must be deposited into Statistics South Africa bid box on or before **15 September 2022** not later than **11h00 am South African Time**. The Bid box is situated at the reception area of Statistics South Africa Head Office, Koch Street, Salvokop, Pretoria, 0002. All bids in this regard shall only be accepted if they have been placed in the bid box before or on the closing date as stipulated time.
- 1.4 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date to be deposited into the bid Box. Failure to comply with this requirement will result in your Bid being treated as a “late bid” and will not be entertained. Such bids will be returned to the respective bidders.
- 1.5 No bid shall be accepted by Statistics South Africa if submitted in any manner other than as prescribed above.
- 1.6 All bidders should submit together with their bids, the Board Resolution confirming that the person signing the bid document is duly authorised to do so and to conclude any legal document on behalf of the company. Upon the award of the bid, the successful bidder shall enter into an agreement with the Department. The said agreement shall be in the Format of the Department.

## 2. REASONS FOR DISQUALIFICATION

Statistics South Africa reserve the right to disqualify any service provider which does any one or more of the following, and such disqualification may take place without prior notice to the offending service provider.

- Service provider that submitted incomplete documentation and/or Information as per the requirements of this bid
- Service provider which submitted information that is fraudulent, factually untrue or inaccurate, for example, membership that do not exist, BBBEE credentials, experience, etc.
- Service provider that receive information not available to the other service providers that may result in such service provider having unfair advantage over other service providers.
- Service provider that does not comply with mandatory requirements as stipulated in this bid specification.

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REPUBLIC OF SOUTH AFRICA

**SBD 1**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE STATISTICS SOUTH AFRICA</b>					
BID NUMBER:	STATS SA 002/22	CLOSING DATE:	15 SEPTEMBER 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	THE APPOINTMENT OF A PANEL OF FLEET SERVICE PROVIDERS FOR THE PROVISION OF HIRED VEHICLES FOR A PERIOD OF 36 MONTHS FROM DATE OF APPOINTMENT.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>					
<b>Isibalo House, Koch Street, Salvokop, Pretoria, 0002</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL	
[TICK APPLICABLE BOX]		<input type="checkbox"/> No		SWORN AFFIDAVIT	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

Dipalopato tsa Aforikaborwa • Dipalopato tsa Aforika Borwa • Ezazibalo zaseNingizimu Afrika • Tshitatistika Afrika Tshpembe • Tshilayo Afrika-Ozonga

Statistieke Suid-Afrika • Dipalopato tsa Aforika Borwa • Telubalo zaseNingizimu Afrika • EzeNkcukacha maNani zoMzantsi Afrika • Imbalobalo zeSewula Afrika

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**SBD 1**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
DEPARTMENT/ PUBLIC ENTITY	Statistics South Africa	CONTACT PERSON
CONTACT PERSON	Bid Office	TELEPHONE NUMBER
TELEPHONE NUMBER	012-310 8940 / 6978 / 2946 / 2114 012-406 3154	FACSIMILE NUMBER
FACSIMILE NUMBER		E-MAIL ADDRESS
E-MAIL ADDRESS	<a href="mailto:Bidoffice@statssa.gov.za">Bidoffice@statssa.gov.za</a>	





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**SBD 1**

### 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). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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**SBD 3.3**

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....  
BID NO.: **STATS SA 002/22**

**CLOSING TIME 11:00**

**CLOSING DATE: 15 SEPTEMBER 2022**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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No	Description	Engine capacity	Vehicle Type	Daily tariff	Excess KM Rate
<b>1</b>	<b>Hatchback</b>	<b>1.1 - 1.6</b>			
	1-6 days				
	7-14 days				
	15-30				
	31+ days				
<b>2</b>	<b>Sedan</b>	<b>1.1 - 2.0</b>			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
<b>3</b>	<b>Luxury Sedan (or similar)</b>	<b>1.8 - 3.0</b>			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
<b>4</b>	<b>VW Kombi 8 seater (or similar)</b>	<b>2.2 - 2.6</b>			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				

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Bid No.: .....

Name of Bidder: .....

5	Kombi 10 seater (or similar)	2.2 – 2.7			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
6	Kombi 14 seater (or similar)	2.2 – 2.7			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
7	Bakkie Half Ton (or similar)	2.0 - 2.5			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
8	Bakkie Single Cab (4x2) ( or similar)	2.0 - 2.5			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
9	Bakkie Single Cab (4x4) (or similar)	2.0 - 2.5			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
10	Bakkie Double Cab (4x2) (or similar)	2.0 - 2.7			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				





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Bid No.: .....

Name of Bidder: .....

11	One Ton Closed Truck (or similar)	N/A			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
12	Two Ton Closed Truck (or similar)	N/A			
	1-6 days				
	7-14 days				
	15-30 days and				
	31 + days				
13	Four Ton Closed Truck (or similar)	N/A			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
14	Panel Van (or similar)	N/A			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
15	22 Seater Mini Bus (or similar)	N/A			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
16	48 Seater Semi Luxury bus (or similar)	N/A			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				



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Bid No.: .....

Name of Bidder:

.....

17	<b>48 Seater Luxury bus (or similar)</b>	N/A			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
18	<b>65 Seater Semi Luxury bus (or similar)</b>	N/A			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				
19	<b>65 Seater Luxury bus (or similar)</b>	N/A			
	1-6 days				
	7-14 days				
	15-30 days				
	31 + days				



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Bid No.: .....

Name of Bidder:

.....

**Required by: Statistics South Africa**

**Please Note:**

Is the offer to specification \_\_\_\_\_ YES/NO

If not to specification, state deviation(s)

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

\*Price: Firm/ not firm \_\_\_\_\_

If not firm state reason: \_\_\_\_\_

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

**Any enquiries regarding bidding procedures may be directed to the:**

**STATISTICS SOUTH AFRICA**

**BID OFFICE**

**TEL: 012 310 8940 / 2114 / 6978 / 2946  
012 406 3154**

**E-MAIL ADDRESS: [bidoffice@statssa.gov.za](mailto:bidoffice@statssa.gov.za)**



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**SBD 4**

## **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<sup>1</sup> 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

<sup>1</sup> 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.



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**SBD 4**

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 consortium<sup>2</sup> 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.

<sup>2</sup> 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.

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**SBD 4**

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



Failure to submit this document with your bid  
may result in the invalidation of your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The principle of Industrial Participation (IP) became obligatory with effect from 1 September 1996. The IP policy and guidelines was fully endorsed by Cabinet on 30 April 1997. In essence this means that all state and parastatal purchases / lease contracts (goods, works and services) entered into after this date are subject to an IP obligation. **No contract will be awarded to a bidder if the latter has not satisfied the Industrial Participation requirement.**

#### 1. PILLARS OF THE PROGRAMME

1.1 The IP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have an IP obligation. This threshold can be reached as follows:

- (i) Any single contract exceeding US \$10 million; or
- (ii) multiple contracts for the same products or services each exceeding US \$3 million awarded to one seller over a 2 year period which in total exceeds US \$10 million; or
- (iii) a contract with a renewable option clause, where should the option be exercised the total value will exceed US \$10 million.

1.2. The obligation will amount to 30 % of the imported content. That is, if the imported content is \$10 million, the obligation will amount to \$3 million. IP arrangements to satisfy the obligation include investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and Research and Development (R&D) collaboration, that can be negotiated with partners or suppliers.

1.3. A period of seven years has been identified as the time frame in which to discharge the obligation.

1.4. IP is obligatory and therefore must be addressed.

#### 2. Requirements of the Department of Trade and Industry

2.1 To enable the Department of Trade and Industry to determine whether the total amount of various contracts awarded by the relevant organs of State to a specific contractor, exceeds the prescribed threshold of US \$ 10 million, the accounting officer / authority must obtain clearance from the Department of Trade and Industry regarding the National Industrial Participation Programme prior to the award of any bid in excess of R10 million (**ten million rands**).



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**SBD 5**

## HOW TO SATISFY THE IP REQUIREMENTS

1. Bidders are advised to initiate discussions with the Department of Trade and Industry (Industrial Participation Secretariat) regarding business proposals.
2. Business proposals must reflect new or incremental economic activity that is to be to the mutual benefit of both the South African economy and to the bidder. Projects must be submitted to the Industrial Participation Secretariat for approval before implementation.
3. Conditional contracts, subject to winning the bid, are signed with all potential bidders. An agreement only becomes effective upon winning the bid. Only one contract will therefore become effective. This agreement is between the Industrial Participation Secretariat and the bidder and therefore does not involve the purchasing entity.

### For further details about the programme, contact -

The Department of Trade and Industry (DTI)  
Private Bag X84  
PRETORIA  
0001

Telephone numbers: (012) 310-9667  
0861 843384  
Fax number: (012) 322-4523

### A conditional agreement for the purpose of this bid has been reached between the bidder and the Industrial Participation Secretariat.

<p>.....</p> <p><i>Signed on behalf of DTI</i></p> <p>Name (in print): .....</p> <p>Date: .....</p>	<p>Name of company / bidder: .....</p> <p>.....</p> <p><i>Signature: Bidder</i></p> <p>Name (in print): .....</p> <p>Telephone number: .....</p> <p>Fax number: .....</p> <p>Postal Address: .....</p> <p>.....</p> <p>Date: .....</p>
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## **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

### **1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10**. Preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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



- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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





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### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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



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**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

YES		NO	
-----	--	----	--

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

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

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**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm.....

8.2 VAT registration number.....

8.3 Company registration number.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

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contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....
2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....



## **CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.





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4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....



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**SBD 7.2**

## CONTRACT FORM - RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I..... in my capacity as ..... accept your bid under reference number ..... dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)



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**SBD 7.2**

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

SIGNED AT

..... ON.....  
NAME (PRINT)

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

## **TABLE OF CLAUSES**

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



## **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.

- |  |  |
|--|--|
| <b>2. Application</b>  | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>   |
| <b>3. General</b>  | <p>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.</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>  |
| <b>4. Standards</b>  | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>  |
| <b>5. Use of contract documents and information; inspection.</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>6. Patent rights</b>  | <p>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.</p>   |
| <b>7. Performance security</b>                                   | <p>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.</p>   |

- 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.

<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Contract amendments</b>	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>19. Assignment</b>	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
<b>20. Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
<b>21. Delays in the supplier's performance</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 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.</p>



21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

**25. Force  
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
liability**

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

		(b) the aggregate liability of the supplier <sup>3</sup> 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation Programme</b>	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.



## **BID SPECIFICATION FOR THE APPOINTMENT OF A PANEL OF FLEET SERVICE PROVIDERS FOR THE PROVISION OF HIRED VEHICLES FOR A PERIOD OF 36 MONTHS FROM DATE OF APPOINTMENT.**

### **1. AIM**

- 1.1 To invite a panel of fleet service providers to provide Statistics South Africa (Stats SA) with hired vehicles and related services for a period of 36 months from date of appointment.

### **1.2 Background and motivation**

The current panel of eight (8) service providers that Stats SA appointed on 1 August 2019 for 36 months is ending on 31 July 2022, and Stats SA wishes to go out on tender to appoint a panel of fleet service providers for a period of 36 months from the date of appointment.

Stats SA is responsible for the collection and dissemination of data, used for decision-making and planning processes. The demand for statistical data continues to increase as policymakers, civil society, business and citizens increasingly use statistics to inform their decisions. With this growth in demand, the work of Stats SA becomes increasingly huge and complex, requiring continuous sharpening of skills and deliberately improving the tools of trade to meet the ever-changing requirements.

Various surveys are conducted to collect data in order to provide users with required statistical information. These surveys cover the whole of South Africa (SA), and thus require a large number of vehicles of various types. Stats SA therefore requires car rental services that will be effective, efficient and cost effective, whilst identifying and exploiting economies of scale.



## **2. SCOPE OF WORK**

### **2.1 Duties of the bidders:**

The bidders must adhere to the following on receipt of an official order for car hire and also provide documented evidence when submitting their bid.

- 2.1.1 Indicate the total number, type and categories of vehicles available per rental location.
- 2.1.2 All vehicles must be fitted with vehicle tracking devices with geo-fencing capabilities, a 24-hour monitoring service, with web link, username and password as well as web API (application programming interface) link.
- 2.1.3 Management of traffic offences and reporting.
- 2.1.4 Management Information System to accurately record and report on all expenditure and other reports as and when requested.
- 2.1.5 For all accident and damage-related claims, proof of capability to provide three (3) assessors quotes.
- 2.1.6 Fuel cards which have the facility for fuel, toll, oil and car wash services for all vehicles hired for the duration of the contract. All vehicles supplied must have a full tank of fuel.
- 2.1.7 Vehicle insurance offered and the costs that must be included in the quoted rates as well as the limited liability amounts (excess amount).
- 2.1.8 List of branches the bidder operates.
- 2.1.9 Rental rates indicating all costs with inclusions and exclusions.
- 2.1.10 Invoices to be consolidated per order number for each month as per Stats SA specifications.
- 2.1.11 Submission of monthly statements in PDF and MS Excel format by the 7<sup>th</sup> of the following month.
- 2.1.12 Provision of e-tags if the petrol cards cannot load tollgate fees.



### **3. MINIMUM REQUIREMENTS**

Bidders must comply with the following minimum requirements:

3.1 Bidders must clearly indicate their service centres/branches.

3.2 Bidders must provide details of at least one contact person or project co-ordinator who should also be able to provide the required reports, and have the necessary authority to implement or act on requests within the required timeframes.

3.3 A list confirming current and previous clients that the bidder have or had contract(s) with must be provided indicating contact name, address, contact number, e-mail address and a short description of the contract.

3.4 Stats SA reserves the right to contact or visit the current and previous clients the bidders have or had contracts with to ascertain information regarding the quality of services provided by the bidder.

3.5 Bidders must submit a full company profile.

### **4. VEHICLES AVAILABLE ON RENTAL**

#### **4.1 Vehicle types and categories**

The bidder(s) must provide and indicate on the rate sheet the various types and categories of vehicles available for rental as per the attached requirements

#### **4.2 Condition and requirements of vehicles**

4.2.1 Vehicles supplied by the bidder must be roadworthy and must not have travelled more than:

- 50 000 kilometres for sedans/hatchbacks.
- 150 000 kilometres for commercial vehicles (bakkies, kombi's, buses, etc.).
- The licence disk must still be valid for least a period of six months from the date of rental.
- All vehicles supplied must have a full service history.
- All tyres must be in an excellent condition and roadworthy.

4.2.2 As a minimum requirement, all vehicles must be fitted with air-conditioning, power steering, radio, immobiliser and vehicle tracker device.





#### 4.3. Roadside assistance

- Bidders must provide a full range of roadside assistance in cases of emergencies like a vehicle breakdown, theft, damages, accident and hi-jacking.
- The roadside assistance offered must be on 24-hour call.

#### 5. QUALIFYING CRITERIA

YES

NO

COMMENTS

**Bidders must indicate compliance or non-compliance with all qualifying criteria included in this document by marking “Yes” or “No” where indicated.**

5.1 Compliance to the bid specification.

☐
☐

#### 5.2 Expected experience for a period of two years and more

5.2.1 Knowledge and experience in the car rental industry.

☐
☐

5.2.2 Experience in providing high-level technical and detailed monthly management reports.

☐
☐

5.2.3 Experience in account management and control measures.

☐
☐

5.2.4 Experience on fuel management and provision of daily exception reports.

☐
☐

5.2.5 Experience in customer support and provision of 24-hour service, roadside assistance and recovery.

☐
☐

5.2.6 Knowledge and understanding of insurance matters and replacement of vehicles.

☐
☐

#### 6. GENERAL CONDITIONS

The following conditions must be read in conjunction with the General Conditions of Contract (GCC).

##### 6.1 Compliance

6.1.1 Bidder(s) must comply with all specifications of this bid. Where additional information is required, bidders must respond in full and attach an addendum to the bid response, clearly indicating the corresponding relevant section or paragraph they are referring to.

6.1.2 It is imperative that bidder(s) indicate their compliance with all the conditions as outlined in the GCC. Failure to indicate compliance/non-compliance will result in Stats SA disqualifying the bid.



6.1.3 Bidders must indicate the type(s) of vehicle(s) they are bidding for from the vehicle categories listed below.

**CATEGORY: A**

**VEHICLE SPECIFICATIONS.**

**SEDANS.**

**Daily tariff to include 100 KM free per day, comprehensive insurance and vehicle tracker.**

No	Description	Engine capacity	Daily tariff	Insurance Excess	Excess KM Rate	Comply	
<b>1</b>	<b>Hatchback</b>	1.1 - 1.6				<b>Yes</b>	<b>No</b>
	1-6 days						
	7-14 days						
	15-30						
	31+ days						
<b>2</b>	<b>Sedan</b>	1.1 - 2.0				<b>Yes</b>	<b>No</b>
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						
<b>3</b>	<b>Luxury Sedan (or similar)</b>	1.8 - 3.0				<b>Yes</b>	<b>No</b>
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						



**CATEGORY: B**

**VEHICLE SPECIFICATIONS.**

**KOMBIES.**

**Daily tariff to include 100 KM free per day, comprehensive insurance and vehicle tracker.**

No	Description	Engine capacity	Daily tariff	Insurance Excess	Excess KM Rate	Comply	
<b>1</b>	<b>Kombi 8 seater (or similar)</b>	2.2 - 2.6				Yes	No
	1-6 days						
	7-14 days						
	15-30						
	31+ days						
<b>2</b>	<b>Kombi 10 seater (or similar)</b>	2.2 - 2.7				Yes	No
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						
<b>3</b>	<b>Kombi 14 seater (or similar)</b>	2.2 - 2.7				Yes	No
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						



**CATEGORY: C**

**VEHICLE SPECIFICATIONS.**

**BAKKIES.**

**Daily tariff to include 100 KM free per day, comprehensive insurance and vehicle tracker.**

No	Description	Engine capacity	Daily tariff	Insurance Excess	Excess KM Rate	Comply	
<b>1</b>	<b>Bakkie Half Ton ( or similar)</b>	2.0 - 2.5				<b>Yes</b>	<b>No</b>
	1-6 days						
	7-14 days						
	15-30						
	31+ days						
<b>2</b>	<b>Bakkie Single Cab (4x2) (or similar)</b>	2.0 - 2.5				<b>Yes</b>	<b>No</b>
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						
<b>3</b>	<b>Bakkie Single Cab (4x4) (or similar)</b>	2.0 - 2.5				<b>Yes</b>	<b>No</b>
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						
<b>4</b>	<b>Bakkie Double Cab (4x2) (or similar)</b>	2.0 - 2.7				<b>Yes</b>	<b>No</b>
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						



**CATEGORY: D**

**VEHICLE SPECIFICATION**

**TRUCKS: CLOSED.**

**Daily tariff to include 100 KM free per day, comprehensive insurance and vehicle tracker.**

No	Description	Engine capacity	Daily tariff	Insurance Excess	Excess KM Rate	Comply	
1	One Ton Closed Truck (or similar)	N/A				Yes	No
	1-6 days						
	7-14 days						
	15-30						
	31+ days						
2	Two Ton Closed Truck (or similar)	N/A				Yes	No
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						
3	Four Ton Closed Truck (or similar)	N/A				Yes	No
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						

**CATEGORY: E****VEHICLE SPECIFICATIONS.****PANEL VAN.****Daily tariff to include 100 KM free per day, comprehensive insurance and vehicle tracker.**

No	Description	Engine capacity	Daily tariff	Insurance Excess	Excess KM Rate	Comply	
1	Panel Van (or similar)	N/A				Yes	No
	1-6 days						
	7-14 days						
	15-30						
	31+ days						

**CATEGORY: F****VEHICLE SPECIFICATIONS.****BUS.****Daily tariff to include 100 KM free per day, comprehensive insurance and vehicle tracker.**

No	Description	Engine capacity	Daily tariff	Insurance Excess	Excess KM Rate	Comply	
1	22 Seater Mini Bus (or similar)	N/A				Yes	No
	1-6 days						
	7-14 days						
	15-30						
		31+ days					
2	48 Seater Semi Luxury bus (or similar)	N/A				Yes	No
	1-6 days						
	7-14 days						
	15-30 days						
		31 + days					



3	48 Seater Luxury bus (or similar)	N/A				Yes	No
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						
4	65 Seater Semi Luxury bus (or similar)	N/A				Yes	No
	1-6 days						
	7-14 days						
	15-30 days						
	31 + days						

5	65 Seater Luxury bus (or similar)	N/A				Yes	No
	1-6 days						
	7-14 days						
	15-30 days						

6.1.4 This bid shall be valid for a period of ninety (90) days after the closing date.

## 7 MANAGEMENT INFORMATION REPORTS

### 7.1 Reporting requirements

Bidders are expected to provide the below listed reports within 14 days after month end of the rental period.

7.1.1 Monthly vehicle utilisation reports.

7.1.2 Monthly vehicle accident and traffic fines reports.

7.1.3 Daily vehicle tracking reports.

7.1.4 Monthly detailed expenditure reports.

7.1.5 A final closure report submitted within 60 days after the closure of the project.





<b>8. SPECIAL CONDITIONS</b>
8.1 Bidders must submit, together with their proposals, the Board Resolution confirming that the person signing the bid document is duly authorised to do so and to conclude any legal documents on behalf of the company.
8.2 Upon award of the bid, the successful bidder(s) shall enter into a Service Level Agreement with Stats SA. The said agreement shall be in a format prescribed by Stats SA.
8.3 The contract with the successful bidders will commence after signing the Service Level Agreement unless agreed otherwise by both parties.
8.4 Stats SA's intention is to award the contracts to service providers who have scored as per the evaluation criteria in line with PPPFA requirements.
8.5 All prices quoted must be in South African rand, and inclusive of VAT (if the bidder is VAT registered). The rate sheet must include a detailed breakdown of the fees structure and any other disbursements.
8.6 Bidders must provide a minimum of 100 km free per day, which must be indicated on the rate sheet that is a standard requirement in the car rental industry.
8.7 Stats SA reserves the right to contact or visit the current and previous clients the bidder have or had contracts with to ascertain information regarding the quality of services provided by the bidder
8.8 Stats SA reserves the right to appoint a panel of all successful bidders that have passed all the stages of the evaluation criteria for the services required.
8.9 Should the bidders' designated personnel resign or become unavailable, the preferred bidder must replace him/her with a person who has the knowledge and experience in the car rental industry and inform Stats SA immediately.
8.10 The successful bidder(s) will be required to provide hired vehicles before and during the project upon receipt of an official order.
8.11 This bid is subject to Preferential Procurement Policy Framework Act (PPPFA) 2000 and Preferential Procurement Regulations (PPR), 2017, where objective criteria will be used. A



maximum of 10 suppliers will be appointed to be in the panel on the basis of price and preference points from highest to lowest.

## 9. EVALUATION CRITERIA

The bid will be evaluated in three stages.

### 9.1 The first stage of evaluation is based on functionality of the bidder.

Functionality	Points
The first-stage evaluation is based on functionality, which will be evaluated using the following criteria and points:	
<b>Technical proposal</b>	<b>60</b>
<b>Knowledge and experience in the car rental industry</b> The bidder must list the number of current and previous fleet contracts they have/had. Indicating contact name, address, contact number, e-mail address and a short description of the contract. <ul style="list-style-type: none"> <li>No contracts. 0</li> <li>Between 1 and 4 contracts. 5</li> <li>Five and more contracts. 10</li> </ul> The bidder must indicate in the bid document its experience in the number of years the business is in operation in the car rental industry. <ul style="list-style-type: none"> <li>No years of experience. 0</li> <li>2 years and less. 5</li> <li>3 years and more. 10</li> </ul>	<b>20</b>
<b>Management Information System Reports for account management and control measures</b> Bidders must indicate their capability and provide documented proof in the form of sample copies of the following: <ul style="list-style-type: none"> <li>Monthly vehicle traffic fines reports. 4</li> <li>Daily vehicle tracker reports. 4</li> </ul>	<b>20</b>



<ul style="list-style-type: none"> <li>Monthly fuel utilisation reports. 4</li> <li>Monthly vehicle accident and incident reports. 4</li> <li>Monthly expenditure reports. 4</li> </ul>	
<p><b>Vehicle management</b></p> <p>Bidders must indicate their capability and provide documented proof of the following:</p> <p>1. <b>Insurance:</b> The rate sheet must indicate which option is available: <b>(6)</b></p> <ul style="list-style-type: none"> <li>a. Standard cover (daily rate is cheap but the excess is higher). 2</li> <li>b. Super cover (daily rate is high but the excess is low). 2</li> <li>c. Excess amount indicated per cover. 2</li> </ul> <p>2. <b>Vehicle tracking device</b> – the bidder must indicate whether vehicle tracking device will be provided or not as a minimum requirement when the vehicle is supplied and which features will be provided: <b>(9)</b></p> <ul style="list-style-type: none"> <li>a. Geo-fencing capability. 3</li> <li>b. 24-hour live monitoring. 3</li> <li>c. Notifications via mobile sms and e-mails on excessive speeding. 3</li> </ul> <p>3. <b>24-hour roadside assistance</b>, recovery, replacement of vehicles, assisting with petrol when it runs out and the provision of a contact number operating on a 24-hour basis. <b>5</b></p>	<b>20</b>
<p><b>NB: Bidders that score less than a total of 45 points out of 60 points for functionality will be considered as submitting a non-responsive bid and will not be considered for further evaluation.</b></p>	



**9.2** The second stage of evaluation is based on a physical site visit to determine the actual daily operations of the business and the actual operating site from where the bidder operates, which will be evaluated using the following criteria.

<b>SITE VISIT AND EVIDENCE OF THE ACTUAL DAILY OPERATIONS OF THE BUSINESS.</b>	<b>POINTS</b>
Verify and demonstrate the following:	<b>15</b>
<ul style="list-style-type: none"> <li>• Availability and presence of operational staff on site. 5</li> <li>• Availability and presence of functional and operating working tools such as landline, cellular phone, laptop, desktop, printer, office furniture and assigned working area, etc.). 5</li> <li>• Fully established physical office or working site from where the bidder operates the business. 5</li> </ul>	

**NB:** Bidders that score less than a total of 10 points out of 15 points will be considered as submitting a non-responsive bid and will not be considered for further evaluation.

### **9.3. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL**

The third stage of evaluation is based on price and B-BBEE status level, which will be evaluated using the 90/10 preference points system:

**Price: 90 points**

**B-BBEE status level: 10**

<b>B-BBEE status level of contributor</b>	<b>Number of points (90/10 system)</b>
<b>1</b>	<b>10</b>
<b>2</b>	<b>9</b>
<b>3</b>	<b>6</b>
<b>4</b>	<b>5</b>
<b>5</b>	<b>4</b>
<b>6</b>	<b>3</b>
<b>7</b>	<b>2</b>
<b>8</b>	<b>1</b>
<b>Non-compliant contributor</b>	<b>0</b>



**Submission of bids:**

1. Bidders are required to submit **one (1) original plus one (1) copy, electronic copy (USB)** of the bid document.
2. Statistics South Africa may request clarification or further information regarding any aspect of the bid.
3. The bidder must supply the requested information **within 48 hours** after the request has been made, otherwise the bid will be disqualified.
4. Bids received after the closing date and time will be disqualified.

**Enquiries:**

**For more information, please contact:**

**Bid Office**

**Tel: 012 310 8940/6978/2114/4768    Email address: [bidoffice@statssa.gov.za](mailto:bidoffice@statssa.gov.za)**