



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

REQUEST FOR BID

REQUEST FOR BID NUMBER: W11447

DESCRIPTION

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET MANAGEMENT SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF FIVE YEARS

ISSUE DATE:

11 AUGUST 2023

CLOSING DATE:

14 SEPTEMBER 2023

TIME: 11:00

**SUBMIT TENDER DOCUMENT
TO**

**POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 313
PRETORIA,0001**

OR

**BE DEPOSIT IN:
THE TENDER BOX AT THE ENTRANCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
(FORMERLY SCHOEMAN STREET)
PRETORIA,0002**

TENDERER: (Company address and stamp)

DEPARTMENT OF WATER AND SANITATION

Please be aware that the Department representatives at SCM will never call you and demand bribes in exchange for a tender. If this happens, please notify the Department.



DIRECTIVE TO BIDDERS ON COMPLETION OF SBD FORMS AND PACKAGING OF BID PROPOSAL

The purpose of this document is to guide bidders on the completion of SBD forms and packaging of a Bid

Proposals with each document being placed under the correct Annexure. The last column of the table below (this column must be ticked as an indication that each document and its requirements have been complied with by the bidder)

The dates on this all-SBD forms must be a date which is within the bid advert period

TABLE OF CONTENTS FOR BID PROPOSALS

DOCUMENT	ANNEXURE	DIRECTIVE	COMPLIED/NOT COMPLIED
SBD 1	A	Bidders are required to complete this document in full and be signed off. The date on this form must be a date which is within the bid advert period	
ANNEXURE A3 PRICING SUBMISSION.	B	Bidders are required to complete the applicable form in full and ensure that the amounts in the document are properly calculated. The total amount (inclusive of VAT) as reflected herein will be regarded as the Total Bid Price. Bidders who are not VAT Vendors are not allowed to charge VAT Bidders are required to constantly verify their TAX Status on CSD to ensure that their task matters are in order	
SBD 4	C	This document must be completed in full. Bidders attention is drawn particularly to paragraph 2.3 which requires the bidder to disclose if the company or any of its directors have interest in other companies whether they have bid or not. Bidders are required to provide all information. Should a bidder have more companies to declare, such information can be provided on a separate sheet in the format prescribed in the form and be attached to the SBD 4. Information captured must be inline with what is captured in the CSD report	
SBD 6.1	D	This document must be completed in full. Bidders are advised to ensure that information captured in this this form is aligned to information contained in the CSD Reports.	
BBBEE Certificate/Sworn affidavit	E	Bidders are required to submit a valid BBBEE Certificate or sworn affidavit.	
CSD Report	F	Bidders are requested to provide copies of reg CSD Report.	
Bid Proposal	G	A detailed bid proposal in line with the Specifications must be attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	W11447	CLOSING DATE:	14 SEPTEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
ZWAMADAKA BUILDING ENTRANCE					
157 SCHOEMAN STREET					
PRETORIA					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Zelda Phiri		CONTACT PERSON	Ms Esther Mahamba	
TELEPHONE NUMBER	012 336 7954		TELEPHONE NUMBER	012 336 7983	
CELLPHONE			CELLPHONE		
E-MAIL ADDRESS	phiriz@dws.gov.za		E-MAIL ADDRESS	mahambae2@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

PRICING SUBMISSION

DWS TENDER NUMBER

W11447

TENDER NAME

Provision of Fleet Management Services

BIDDER NAME

TENDER NUMBER	
TENDER NAME	Provision of DWS Fleet Management Services
BIDDER NAME	

Notes:

1. The Supplier must complete "ALL GREEN" cells in full for all sheets provided.
2. The Supplier must not make any changes to the spreadsheet other than by filling in the Green cells.
3. All prices provided by the Supplier must be **INCLUSIVE OF VAT**. The spreadsheet will calculate the total price (including VAT) for the volume indicated. The Supplier must check the total price and confirm that the calculations are correct.
4. The prices must be given in South African Rand and must be inclusive of all related costs; no additional cost will be considered post award.
5. The Supplier must enter the Supplier's name in the "Green" cell in the Cover Sheet.
6. Monthly cost of tracking device *

** Refer to requirement to provide a pricing model to proof economies of scale. This price must be supported by the proposed pricing model whether it is to:*

- a. *Outright purchase the units; or*
- b. *Renting of units; or*
- c. *Bidders are to indicate to DWS where applicable the different pricing proposal for different types of fleet*

7. Bidders must take note the fleet maybe increase or decrease during the contract term

8. DWS reserves the right to negotiate with a recommend Bidder.

9. The pricing schedule is to be completed in full; failure to do so may render the bidder's submission as non-responsive.

10. All costs relating to solutions covered in the tender must be detailed explicitly in the response. Any costs not reflected will be considered post award and such costs will be for the Service Provider's account.

11. Annual price increases will be negotiated between the Service Provider/s and DWS; and

14. Other costs, depending on use will be charged as straight-through costs and no margin will be allowed on

- Fuel
- Oil
- eToll
- Toll fees
- Fuel card interest
- Maintenance and scheduled servicing
- Towing and other breakdown assistance costs (not included in 24-hour roadside assist service)

<u>Company Representative Name</u>	<u>Role in Company</u>	<u>Signature</u>	<u>Date</u>
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TENDER NUMBER	Provision of DWS Fleet Management Services				
TENDER NAME					
BIDDER NAME					

Table 1: Fleet Management Fee

Item no	Description	Classification of vehicles	Quantity	Unit Cost per month per Vehicle (incl VAT)	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	Total - 5 Years Fixed Management Fee
1	Management fee per vehicle : - Fleet administration, maintenance and Booking - Management system - Vehicle telematics – tracking devices and biometric systems to support contract administration of vehicles, sms notifications to DWS management and Fleet Management - Day to Day managed maintenance - Managed maintenance and authorised, scheduled vehicle services - Traffic Fine Management - Licence renewal - Liasing and administration of insurance and claims - Monthly and quarterly reporting - Billing supporting information and reports	Light 1800cc sedan Light LDV Double Cab 4x2 Ordinary – Long Wheelbase Light LDV Double Cab 4x4 Single Cab 4x2 Single Cab 4x4 Seven seaters Nine-seater Ten-seater Fourteen seaters Fifteen seaters Eighteen seaters Twenty-two seaters Twenty-five seaters Thirty-five seaters Forty seaters Sixty-five seaters Truck double cab 3 ton Truck 4 ton Truck 5 ton Truck 7 ton with droppers on the side Truck 8 ton able to tip Truck 10 ton Forklift Crane truck Panel Van 7-seater Crew Cab 4 ton for 4 passengers Truck F Series FVR 900 Hino 300 (Medium Commercial Vehicle) Quad bikes	75 56 8 253 47 33 4 1 5 13 9 1 3 1 1 1 1 1 3 3 1 1 1 1 1 2 2 6 5							
Total Management Fee			542							

Table 2: Dedicated Resource

Item no	Description	Quantity	Unit Cost per month (incl VAT)	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	Total - 5 Years
1	Onsite Consultant	1							

Table 3: Card Management Fee

Item no	Description	Quantity	Unit Cost per month (incl VAT)	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	Total - 5 Years Fixed Management Fee
1	Fuel card fee per vehicle - Diesel/Petrol card fees - E-Tag - Lost E-Tag								
Total Card Management Fee									

Table 4: Maintenance of VMS units

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Item no	Description	Quantity	Unit Cost per month (incl VAT)	Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5	Total Value 5 Years
1	Maintenance fee of VMS units								
Annual Escalation fee: Annual Percentage Increase									
				Total Year 2	Total Year 3	Total Year 4	Total Year 5		

Table 5: Once-Off Cost at Start and Termination of Contract

Item no	Description	Quantity	Unit Cost per vehicle/ asset (incl VAT)	Total Fee (incl VAT)
1	Once off fee per installation of new tracking device (start of contract)	542		

Table 6: Tracking Device Management Service

Monthly Lease/Rental Fee					Outright Purchase				
Item no	Description	Quantity	Monthly Rental per vehicle/ asset (incl VAT)	Total monthly fee (incl VAT)	Description	Quantity	Unit Cost (incl VAT) per vehicle/ asset	Total Purchase Price (incl VAT)	
1	Monthly Rental fee of tracking device - Service should include as a minimum the following : - Tracking Service fee - 24-hour Roadside assist - Guarantee (if required) - Licence, Support and Maintenance of devices - Training	542			Outright purchase of tracking device * - Guarantee - Manufacturer's warranty - Free replacement of faulty / defective devices. - Licences and software updates, - Support, Repairs and Maintenance of devices - Training	542			

Table 7: Ad-Hoc Service Requests

Item no	Description	Quantity	Service fee (incl VAT) per vehicle/ asset/
1	Incident fee per incident (High Jacked/ Accident/ Stolen)	1	
2	Miscellaneous claims per incident i.e. windscreen repairs	1	
3	Lost and stolen replacement fuel cards	1	
4	Lost and replace E-Tag cost	1	
4	Lost/Stolen replacement of Driver's Tag (if Applicable)	1	
5	Vehicle disposals** ** Refer to requirement to provide a pricing model for different options to assist DWS and facilitate the disposal process	1	
6	Fuel management: Quad bikes	1	
7	Re-direct traffic fine to traffic authority (per fine) BRN(Business Registration Number) clean-up Pay and rebill fine cost (per fine)	1 1 1	
8	Duplicate registration certificate cost Duplicate License Disk cost	1 2	
9	Annual vehicle inspection	1	

	Gross border support:		
10	- Vehicle recovery	1	
	- Transportation cost	1	
	- Evacuation in case of Emergency	1	
11	Installation fee per unit (excluding mass change at start and termination of contract)	1	
12	Salvage of vehicles - Administration fee	1	

Company Representative Name

Role in Company

Signature

Date

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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:

.....

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.

- 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:

Name of company related to	CSD Registration number of the company related to

3 DECLARATION

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

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

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.

- 3.5 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

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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Women	2	
People with disability	2	
Youth (35 and below)	2	
Location of enterprise (Province)	1	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

company/ firm for the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 90/10 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 90/10 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	10
PRICE	90
Total	100

Price

A maximum of 90 points are allocated for price on the following basis:

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	2
People with disability	2
Youth (35 and below)	2
Location of enterprise (Province)	1
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	10

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Required Proof Documents

Women

Full CSD Report

Disability

Full CSD Report

Youth

Full CSD Report

Location

Full CSD Report

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Valid BBBEE certificate/sworn affidavit
Consolidated BEE certificate in cases of Joint Venture
Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything 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 organization acting on behalf of the Department.
- 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 contract 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 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 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 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery

of the contracted goods to the purchaser.

- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 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.

GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2 and SCC**)
- 35.5. All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6. If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za
- 35.7. Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.

35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.

35.10 All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.

35.11 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF FLEET MANAGEMENT SERVICES FOR THE DEPARTMENT OF WATER AND SANITATION FOR A PERIOD OF FIVE YEARS

OVERVIEW OF THE PROJECT

1. Introduction

- 1.1 In conducting its business, Department of Water and Sanitation (DWS) use a fleet of plus or minus 542 vehicles; however fleet management is not Department of Water and Sanitation core function. The DWS will outsource the whole fleet management system to a single service provider for a period of five years. The DWS would like to ensure the following:
 - 1.1.1 The official transport needs of the department are captured, understood and met.
 - 1.1.2 The cost of providing the transport needs of the department is minimized;
 - 1.1.3 The DWS is relieved of capital expenditure requirements for future investment in fleet operations;
 - 1.1.4 The principles of black economic empowerment (BEE) are recognised and advanced;
 - 1.1.5 Transfer the risks and responsibilities relating to maintaining the vehicle fleet to the private party;
 - 1.1.6 The department receive fleet services from fleet experts that will introduce efficiency savings and identify and exploit economies of scale for the benefit of the department;
 - 1.1.7 Opportunities are maximised for DWS staff to develop and acquire more skills.
- 1.2 The project is primarily defined as the provisioning of both fleet and fleet management services to the department. This entails providing the department with a reliable vehicle best suited to the intended application, as well as peripheral services – fuelling, maintenance, asset security and insurance and administration of the overall service.

2. Services Required

- 2.1 The DWS requires an end-to-end Fleet Solution service and reporting to DWS on fleet management. The project will involve the provision of fleet management services, over a period of sixty (60) months / 5 years. The fleet management services to be provided include the following:
 - 2.1.1 Leasing of the fleet.
 - 2.1.2 Maintenance of the fleet;
 - 2.1.3 Contract execution / management – operations, administrative, financial, human resources;
 - 2.1.4 Risk management – insurance and claims management;
 - 2.1.5 Provisions of an Information Technology System that will enable the department plan and manage the fleet usage;
 - 2.1.6 Roadside assistance for covering incidences inter alia, breakdowns, hijackings or theft;
 - 2.1.7 Value added services such as car washes, valet services, management of fines, toll fees;
 - 2.1.8 Management of running costs – fuel and the provision of facilities for fuelling;
 - 2.1.9 The provision of the required number and types of vehicle and related services;

2.1.10 Training of DWS personnel as fleet officers; and

NOTE: The National Department of Water and Sanitation (DWS) personnel will remain responsible for the driving of vehicles.

3. Project Background

- 3.1 One of the fundamental reasons that the DWS is dependent on fleet services is the nature of our service delivery dealing with construction / clusters / maintenance of dams and related infrastructure which often requires specialised motor vehicles. Currently the DWS does not have fleet management services to support the end users in executing their business. In line with the business requirements of department, the bidder's proposals must comply with the minimum requirements contained in this section. The DWS will require an estimate ±542 vehicles as follows:

Table 1: Types of vehicles required.

TYPE OF VEHICLE	DESCRIPTION	QUANTITY
Light 1600cc sedan –	Manual Four seater sedan 4 door or hatch 3-5 doors ,piston displacement up to 1250 cm	75
Light LDV Double Cab 4x2	LCV SWB/LWB 4x2, 2000cm ³ , payload not less than 1000kg	56
Ordinary – Long Wheelbase	LCV LWB 2000cm ³ , payload not less than 1000kg	8
Light LDV Double Cab 4x4	LCV 4x4, 2400cm ³ , payload not less than 750kg	253
Single Cab 4x2	2400cm ³ , payload not less than 750kg	47
Single Cab 4x4	LCV Single Cab/Extended cab, 4x4, 3200cm ³ to 3500cm ³ , payload not less than 500kg	33
Seven seater-	SUV/MPV 4x2 or 4x4, 5/7/9-seater- piston displacement up to 1900cm ³ , Hybrid	4
Nine-seater-	SUV/MPV 4x2 or 4x4, 5/7/9-seater- piston displacement up to 1900cm ³ , Hybrid	1
Ten-seater	Minibus, 8–10-seater, Piston displacement 2000cm ³ to 2500cm ³	5
Fourteen seater-	Minibus, 10–16-seater, Piston displacement 2000cm ³ to 2100cm ³	13
Fifteen seater-	Minibus, 10-16 seater, Piston displacement 2000cm ³ to 2100cm ³	9
Eighteen seater	Minibus, 18–22-seater, (Diesel), 77kW Minimum	1
Twenty-two seater	Minibus, 18-22 seater, (Diesel), 77kW Minimum	3
Twenty-five seater	Bus, 32 - 35-seater, (Diesel), 110KW Minimum	1

Thirty-five seaters	Bus, 32 - 35-seater, (Diesel), 110KW Minimum	1
Fourth seaters	Bus, 48 - 50-seater, (Diesel) 170KW Minimum	1
Sixty-five seaters	Bus, 61–65-seater, (Diesel) 180kW minimum	1
Truck double cab 3 ton	3 Ton payload Riot Truck with dual rear wheels. Fitted with a diesel engine capacity of 3800cm ³ and developing not less than 77kW (DIN) and 285Nm @ 1900 rpm. Steel body manufactured to specification 803/00 and drawing number 1/008/91	1
Truck 4 ton	4 Ton payload Platform Truck with dual rear wheels. Fitted with a diesel engine, capacity of 4000cm ³ and developing not less than 90kW (DIN). Drop side steel load body with four corner posts to specification SMV/90/HCV/002, (4,800mm x 2,000mm x 380mm) With the option of a crew cab or with cherry pick up or flatbed with cherry pick up.	3
Truck 5 ton	5 Ton payload Platform Truck with dual rear wheels. Fitted with a diesel engine, capacity of 5000cm ³ and developing not less than 110kW (DIN). Drop side steel load body with four corner posts to specification SMV/90/HCV/003, (4,800mm x 2,300mm x 380mm) With the option of a crew cab or canopy	3
Truck 7 ton with droppers on the side	7 Ton payload Platform Truck with dual rear wheels. Fitted with a diesel engine, capacity of 5600cm ³ and developing not less than 130kW (DIN). Drop side steel load body with four corner posts to specification SMV/90/HCV/004, (6,400mm x 2,300mm x 460mm) With the option of a crew cab and/or Hydraulic Crane to be supplied by manufacturer	1
Truck 8 ton able to tip	8 Ton payload, 5.0m ³ capacity Tipper Truck with dual rear wheels. Fitted with a diesel engine, capacity of 7900cm ³ and developing not less than 170kW (DIN). 4,000m Long Steel Tipper load body to specification	3

	SMV/90/HCV/006. With optional electric hydraulic system to be supplied by manufacturer. With the option of a canopy or tipper	
Truck 10 ton	10 Ton payload Platform Truck with dual rear wheels on tandem axles. Fitted with a diesel engine, capacity of 11000cm ³ and developing not less than 200kW (DIN). Drop side steel load body with four corner posts to specification SMV/90/HCV/005, (7,200mm x 2,300mm x 460mm) With option of a crew cab and/or Hydraulic Crane to be supplied by manufacturer	1
Forklift	A 3-ton lifting capacity forklift truck with operating mass of not less than 4 000 kg and with a two-stage mast, and minimum of 3 meter lifting height, is required. Fitted with a diesel engine, developing not less than 45kW power.	1
Crane truck		1
Panel Van	Panel Van, 2-seater, 2800cm ³ to 3000cm ³ , Payload from 1000kg, HIGH ROOF (Petrol/Diesel)	1
7-seater Crew Cab 4 ton for 4 passengers	4 Ton payload Platform Truck with dual rear wheels. Fitted with a diesel engine, capacity of 4000cm ³ and developing not less than 90kW (DIN). Drop side steel load body with four corner posts to specification SMV/90/HCV/002, (4,800mm x 2,000mm x 380mm) With the option of a crew cab.	2
Truck F Series FVR 900	10 Ton payload Platform Truck with dual rear wheels on tandem axles. Fitted with a diesel engine, capacity of 11000cm ³ and developing not less than 200kW (DIN). Drop side steel load body with four corner posts to specification SMV/90/HCV/005, (7,200mm x 2,300mm x 460mm) With option of a crew cab and/or Hydraulic Crane to be supplied by manufacturer	2
Hino 300 (Medium Commercial Vehicle)	2 Ton payload Platform Truck with dual rear wheels. Fitted	6

	with a diesel engine, capacity of 3000cm ³ and developing not less than 60kW (DIN). Drop side steel load body at least 3800 mm long.	
Quad bikes	Motorcycle 4x4 (Quad) 300/400cm ³ , petrol engine, 4 stroke, 5 speed gearbox and reverse complete with all lights and speedometer (Petrol)	5
Total		542

Please note: The number of vehicles required may change and the final number will be determined in conjunction with the appointed service provider.

- 3.2 The required fleet comprises of different types of vehicles, with different specifications. The fleet comprise the standard passenger vehicles, vans, trucks as well as specialised units within the department. The table above reflects the fleet composition of the different types. It should be noted that the information above is based on historical.
- 3.3 Due to the geographical scattered location of the DWS offices the vehicles will be spread throughout all the provinces. The table below is an estimate on how the vehicles will be spread per province:

Table 2: Provincial distribution

PROVINCE	VEHICLES PER PROVINCE
EASTERN CAPE	42
FREE STATE	23
GAUTENG	241
KWAZULU-NATAL	43
LIMPOPO	77
MPUMALANGA	30
NORTH WEST	8
NORTHERN CAPE	26
WESTERN CAPE	52

4. Vehicle Leases distribution

- 4.1. Bidders are advised to note that while vehicles might be ordinarily stationed in a specific location, it is possible that vehicles might be reallocated according to operational requirements from time to time.
- 4.2 Provincial distribution has been indicated in Table 2: Provincial distribution. It follows that this provincial distribution might change from time to time. This analysis should be considered more indicative and not absolute as departmental needs might change over time.
- 4.3 The department cannot make any guarantees or warranties of any kind, expressed, or implied about future transaction volumes, utilisation nor breakdown nor regional distribution.
- 4.4 Bidders are required to analyse departmental needs and consider the current fleet composition on a model-by-model basis. Bidder will apply their own unique insights and recommendations

based on their industry experience as well as fleet management best practise and new industry developments to recommend suitable future replacement models which will optimise over-all:

a. Fleet availability,

b. Fleet reliability,

c. Fleet durability,

d. Fleet operational cost efficiency, including but not limited to fuel efficiency, tyre durability and overall fleet maintenance and service quality.

4.5 On appointment, but before finalising final fleet numbers for ordering, the appointed bidder will commence with a fleet optimisation process. This is an on-going process that will be guided by a study and deeper understanding of the departments' actual needs and application for each vehicle. This study will consider operational requirements, gathered based on site visits, interviews and understanding the terrain and operating conditions. Specific attention is required to finalise and select suitable vehicle accessories, modifications, and fittings for installation prior to delivery. It follows that final fleet and model distribution might vary somewhat from what has been indicated.

4.6 The department may have requirements not currently addressed, and or may in specific instances need to re-allocate vehicles internally. Situations might exist e.g where users currently have to make do with a 4x2 LCV with regular suspension, where a diff-lock equipped model with raised suspension or possible even a 4x4 model would have been justified. Similarly, other changes are also plausible. Due to continuous development in the motor industry, new models might be available that better address requirements or offer more value-for-money or technological improvements or quality / performance enhancements.

4.7 Generic Vehicle specifications

a) Only brand-new vehicles may be provided.

b) Colour – any colour with decals unless specified.

c) Make – not specified.

d) Air conditioner,

e) Radio/CD with USB and Bluetooth – factory fitted.

f) Vehicle Security per requirements,

g) Vehicles to be provided with a unique and fully functional fuel payment mechanism (card / token) as well as mechanism to pay tolls and e-tolls respectively.

h) The above denotes the generic specifications expected on each vehicle, however it must be noted that some operations have their own operational business demands in regard to the specifications.

5. Specialised / Customised Vehicles

5.1 The department installs and monitors boreholes in remote areas. The positioning of boreholes / monitoring points are determined by the underground water reservoir patterns. A borehole position might be at inaccessible or very remote locations where there simply are no existing roads of any description. This could arguably be in mountainous terrain or impenetrable bush, sandy, rocky, heavily wooded or even in marshy or coastal areas. The department has a requirement for specialised vehicles. The type of specialisation that will be required differs for each assignment. The discussion on specialisation below is not conclusive.

- 5.2 Generic vehicle fittings, modifications and accessories, as indicated, the requirements may vary. Bidders are advised to ensure that recommended accessories. Fittings and or modifications are of a commercial-use grade and suitable high standard of manufacture to withstand harsh terrain and potentially very heavy usage.
- 5.3 Any modifications, fittings or accessories will have to be specified and agreed to, at the time of ordering.
- 5.4 These fittings, modifications or accessories may include, but not necessarily be limited to, the following:

Table 3: Fittings, modifications and accessories

Ref	To be specified
1.	Additional diff-locks
2.	Additional/specialist hi-lift jacks
3.	Lock boxes or fixed tool boxes
4.	After-market bumpers
5.	Nose cones
6.	Arial Platforms
7.	PTO and fail safes for crane applications
8.	Bin linings or Rubberising or additional Rubber mats or general rust protection
9.	Recovery equipment
10.	Bull bars
11.	Roll bars or roll cages
12.	Commercial grade
13.	Canopies, whether partial or complete, lockable or open
14.	Satellite Navigation
15.	Cattle racks, or other modifications
16.	Side steps or ladders
17.	Emergency lights or sirens
18.	Signage or decals or reflective equipment
19.	Fire extinguishers
20.	Smash-and-grab protection or tinting
21.	First aid kits
22.	Specialist or non-standard tyres or rims
23.	Fog lamps
24.	Staff Benches
25.	Frames and racks
26.	Tachographs
27.	Gear locks
28.	Tarpaulins
29.	Hands free or Blue tooth kits
30.	Tow bars
31.	Hydraulic cranes
32.	Two-way radios
33.	Internal or work lighting
34.	Winches

- 5.5 It is envisaged that a proper assessment of this utilisation and related capital costs for specialisation, will be undertaken as part of the proposed optimisation process. Some of these vehicles may therefore require specific modification in order to be useable and sufficiently

robust for the specific application. Such modifications may include, but not necessarily be limited to, the following:

- a) After-market off-road bumpers that contribute to improving vehicle approach and departure angles, and which do not scratch or show damage,
- b) Bull bars and/or roll cages,
- c) Heavy duty off-road graded tyres with appropriate high levels of side wall protection,
- d) Sufficient and appropriate undercarriage protection such as rock sliders, or skids plates offering protection for diffs, sump, transmission, or other key components,
- e) Winch with sufficient torque capacity to exceed vehicle loaded mass,
- f) High Lift Jack with jacking points fitted to bumpers and or additional recovery points, and
- g) Suspension modifications increasing ground clearance, improving off-road handling and break-over angles.

6. Staff Transport

- 6.1 The department transport staffs to work locations. Some of the work locations are in areas with minimal road infrastructure. This requires specific investigation to determine if specialised / modified vehicles are more suited to the needs of these department.

7. Customisation in General

- 7.1 Over and above the specialisations discussed above, the service provider should cater customisation to certain vehicles. The bulk of the vehicles will be standard. However, there are instance when a vehicle and / or the terms and conditions of a service need to be customised. In light of this, the bidder should propose solutions for these exceptional challenges. Possible considerations include:

- a) Robust vehicle selection in general,
- b) Use of commercial grade accessories fittings and modifications able to withstand harsh terrain and constant heavy usage,
- c) Use of higher technical specification 4x4 vehicles uniquely designed and equipped for specific commercial- or off-road application in rough terrains and not 4x4s or soft roaders with a leisure / lifestyle / luxury bias,
- d) Use of specialised rough terrain people transportation vehicles,

- 7.2 The service provider pricing needs to cater for these exceptions in order to avoid ambiguity in claims and improve service delivery.

8. Critical Service Levels

- 8.1 The department has defined critical service level requirements as follows:

Table 4: Critical Service Levels

Service Level Standards	Performance Threshold
1. New vehicles delivery time (days)	30
2. Waiting time for routine maintenance	8 hours (one working day)
3. Requirement for breakdown assistance (availability of service)	Yes
4. Breakdown response time –In town (hrs)	2 hours
5. Breakdown response time –Out of town (hrs)	3 hours

6. Vehicle replacement time- Accident; hijacking; theft (hrs)	4 hours (in the case of theft, 30 days)
7. Vehicle replacement time- Write-off (days)	One working day for a similar temporary replacement/ courtesy vehicle which shall be available at no additional costs until the full time vehicle is available.

9. Specialised / Customised Vehicles

- 9.1 Specifically in the case of commercial vehicles (LCVs, Trucks, Panel Vans) it is possible that vehicles of a specific specification may be requested which are highly specialised, and or not generally available across the country. It is important to provide the department with details on the specification of available fleet from time to time, in order to manage expectations and prevent misunderstandings.
- 9.2 Where the Service Provider endeavours to provide a specific vehicle specification which is not generally available or highly specialised, care should be taken to inform the department of this fact as well as possible alternatives. The Service Provider should still ensure that Service Level requirements are complied with.
- 9.3 Service Providers are requested to pay specific attention and ensure that the correct specification of vehicles is provided under all circumstances, to prevent excessive costs where e.g., a heavy-duty 4x4 is issued while a basic entry level LCV would have sufficed.

10. Bus Transport Services

- 10.1 Bus transport services for staff, meetings.
- 10.2 This would include a bus of specific capacity typically being rented on a per month basis, inclusive of driver and fuel.
- 10.3 This service may be required on certain regions.

11. Estimated monthly utilization

- 11.1 Estimated monthly utilization per vehicle per month to be:

Table 5: Vehicle utilisation

Vehicle category	Estimated kilometres per month
BUS	1500
MINIBUSSES	1500
SEDANS	1500
LCV'S	1500
TRUCKS	1500
TRUCKS-SPECIALISED	1500

12. Replacement criteria

- 12.1 Vehicles shall be replaced at the earlier of the following criteria:

Table 6: Vehicle replacement

CATEGORY	REPLACEMENT CRITERIA-EARLIER OF REACHING
• Bus	• Contract period years or 150 000km
• LCV	• 5 years or 120 000km
• Minibus/ Panel van	• 5 years or 120 000km
• Passenger vehicle or SUV	• 5 years or 120 000km
• Trucks and Specialised Trucks	• Contract period years or 150 000km

12.2 It should be noted that fittings, accessories and or modifications might not necessarily have the exact same useful life expectancy as vehicles. Some items might break frequently, become unreliable under heavy use and harsh working conditions, or as a result of damage, abuse, theft or other reasons cease to function in accordance with manufacturer specifications.

12.3 Replacement criteria for such items should be considered and agreed upfront on a case-by-case basis, with due consideration to manufacturer specifications, OHS and legal requirements (e.g. replacement after X hours), etc.

13. Financing

13.1 The service provider will raise its own finances to procure and render the services required.

14. Asset Ownership

14.1 The service provider will own the assets (vehicles and administration infrastructure) for the duration of the contract.

14.2 Cost / Pricing Drivers

14.2.1 The following key parameters need to be taken into consideration during the determination of the Cost Drivers. The bidders will need to determine / set and define the relationships across these parameters in their Proposals in order to determine the Unitary Payment. The list below is only indicative of the qualitative and quantitative considerations used in the cost driver calculations.

Table 7: Cost driver calculations

PARAMETER	KEY CONSIDERATIONS
Asset cost parameters	<ul style="list-style-type: none"> • Vehicles purchase prices per model. • Finance/Interest rate • Residual • Loan Period • Inflation rate • Exchange rates • Fleet Discounts • Fleet rotation vs Mileage (KM actually travelled) • Vehicle market value taking into account mileage covered and the age of the vehicle.

	<ul style="list-style-type: none"> • Fleet discounts • Accessories and fittings costs • Non-standard fitting: Modification costs
Running costs parameters	<ul style="list-style-type: none"> • Robust vehicle selection process • Overall vehicle reliability and durability • Inflation rate • Exchange rates • Fuel consumption per km • Fuel costs • Administration costs • Toll road fees
Maintenance parameters	<ul style="list-style-type: none"> • Inflation rates • Maintenance cost per km • Tyre costs per km • Service maintenance frequencies • Coverage of service/ maintenance plan/warranty
Value added services parameters	<ul style="list-style-type: none"> • Roadside assistance • Vehicle security and tracking • Vehicle licensing costs • Fines administration • Other value-added services
Insurance rates	
Administration cost parameters	<ul style="list-style-type: none"> • Management Information Systems • General administration costs and special purpose vehicles overheads
Risk	
Profit margin	

14.2.2 Key Assumptions are:

- (a) Average utilisation of vehicles per month 1 500 km;
- (b) Vehicles are rotated once target mileage or age is reached, and
- (c) Vehicle market value – vehicles still have positive market value once mileage and age is reached (at the point of rotation).

15. Contract Period

15.1 The Department of Water and Sanitation proposes sixty months agreement term having taken into consideration the following factors:

15.1.1 Allow time for the Special Purpose Vehicle to consolidate processes and the relationship with both the department and its service provider. The new permanent fleet must be phased-in over the following parameters 120 000 Km or 3 years for standard vehicles and 150 000 Km or contract period for heavy vehicle. At the end of the period the permanent fleet vehicles must be fully operational and available;

15.1.2 Reduce operations disruptions; and

15.1.3 Create a conducive environment with the department.

16. Comprehensive Insurance

- 16.1 The service provider must ensure that all vehicles are fully and comprehensively insured at all times. The price quoted should include comprehensive insurance for the entire rental period with no excess payments.
- 16.2 The service should include:
 - 16.2.1 Accident Management
 - 16.2.2 Substitute vehicles in the event of accidents (write-offs) or repairs taking longer than forty-eight (48) hours to complete
 - 16.2.3 In the event of the write-off, the replacement vehicle should finish off the term of the write off vehicle
 - 16.2.4 Emergency after hour's provision
 - 16.2.5 Locksmith service
 - 16.2.6 Out of fuel service
 - 16.2.7 Jump start service
- 16.3 In respect of accident and breakdown it is expected of the service provider to provide a proposal on how to deal with the drivers and official passengers that would be stranded.
- 16.4 In the unfortunate circumstance that an accident occurs, the service provider should provide the following:
 - 16.4.1 Vehicle towing and recovery within a defined service levels;
 - 16.4.2 The collection of stranded drivers and return to home or office as may be requested;
 - 16.4.3 Provide replacement vehicle to the driver for continuation of the business;
 - 16.4.4 Arrange and manage vehicle repairs/ replacements;
 - 16.4.5 Arrange and manage the insurance claim process;
 - 16.4.6 Manage claim recovery, where applicable;
 - 16.4.7 Provide rental vehicles together with a fuel card should the repair work or replacement take longer than 48 hours.
 - 16.4.8 Report the accident or events requiring medical emergency services to the relevant institutions.
- 16.5 For each risk indicated, bidders are required to indicate their unequivocal and unambiguous acceptance (or not) for that specific risk. If bidders elect not to accept a specific risk, they are required to indicate their reasons for refusing to accept that risk in writing. For each risk accepted, Bidders are required to provide an overview of the key risk mitigation steps they propose to undertake to manage and alleviate that risk

17. Payment Mechanism

- 17.1 The payment mechanism for this contract has been specifically designed with emphasis on the importance of availability and compliance with operational availability requirements. The payment mechanism will operate on the following basis:

17.2 Monthly Invoicing and Payments

- 17.2.1 The department shall pay in arrears on a monthly basis, to the private party, an all-inclusive Unitary Payment based on the Rate Card in South African Rand. Notwithstanding this broad principle, it should be noted that simply providing a department with a single page invoice indicating a single lump sum due, will be rejected.
- 17.2.3 The Unitary Payment/ Rate Card, as indicated above, is the lump sum payment for provision of all goods and services (made up of individual Usage charges for each of the vehicles in the fleet as per the applicable Rate Card costs for each of the vehicles) included in the contract in compliance with agreed Service Level specifications.
- 17.2.4 Invoicing shall take place as follows - The invoice shall contain full details on a per vehicle basis for each item in the fleet and detail the invoice breakdown as per the Rate card and indicate Total Costs for each vehicle for the month. The invoice will be paid within thirty days of receipt of accurate invoices. This invoice shall include as a minimum (but not necessarily be limited to):
- a) Unique individual Fleet Number,
 - b) Date each vehicle joined the fleet,
 - c) Individual Vehicle Registration Number,
 - d) Cost centre to which that specific vehicle is located,
 - e) Location from where vehicle is ordinarily administered,
 - f) Local Area Office / Project to which vehicle is allocated or utilised,
 - g) Driver Name and Surname,
 - h) Vehicle Make, Model, and Model derivative,
 - i) Monthly costs per Rate Card for that category and model of vehicle based on standard 1500 km utilisation,
 - j) Monthly cost for approved modifications, fittings and accessories for each vehicle,
 - k) Actual utilisation in km for the month,
- 17.2.5 Costs per the all-inclusive Rate Card rate are to be adjusted for Excess rates where the actual km exceeded the contractually agreed 1500km per month /Refund rates where the actual km travelled did not exceed the contractually agreed 1500km per month.
- 17.2.6 The total costs to be invoiced shall be determined on a per-vehicle basis, full details of which shall be made available to the department. This shall include supplying all of the following:
- a) Hard-copy invoice compliant with SARS invoicing requirements in all material aspects as applicable from time to time,
 - b) Electronic PDF copy of original invoices, as well as
 - c) Supporting working sheets and calculations in workable electronic format such as Excel to facilitate the reconciliation process for the department. The provision of full working sheets with visibility on all calculations to the department will be at the exact same time as the provision of the consolidated invoice and electronic copies.

17.2.7 The service provider shall invoice monthly in arrears. In accordance with good accounting practise, completeness and transparency as may apply from time to time, a monthly Statement will be produced (in similar format to invoices) clearly reflecting a reconciliation on a Per Vehicle and overall basis (which shall include, but not necessarily be limited to) the following:

- a) Fleet Costs invoiced this month,
- b) Prior month Fleet Costs paid vs invoiced,
- c) Prior month Fleet Costs still outstanding (if applicable),
- d) Prior month Fleet Costs previously disputed (if applicable),
- e) Prior month Disputes resolved or remaining / Escalation steps (if applicable),
- f) Where applicable, the department will indicate disputes for this month in writing
- g) Payment shall be affected through an Electronic Transfer;
- h) The Private Party Information Technology System shall enable and ensure that the User Departments have access to the fleet management information and system utilised on this project.

17.2.8 The Service Provider is responsible for compiling complete, accurate and valid invoices. Any incorrect invoices shall be rectified during with following month with no additional penalty for the portion incorrectly calculated in the preceding month.

18. DETAILED ASSET AND SERVICE OUTPUT

18.1 Introduction

18.1.1 The Asset Output Specifications section below contains details of the assets required for the provision of fleet solutions generally to allow Bidders the opportunity to develop and propose innovative solutions. In certain instances, however, the special operating requirements make certain elements mandatory.

18.1.2 In line with the business requirements of DWS, Bidders' proposals must comply with the minimum requirements contained in this section,

18.2 Overall Fleet Management

18.2.1 The fleet management services cover all aspects of the vehicle life cycle from selection and procurement, through maintenance and ensuring operation availability, to disposal and de-fleeting / vehicle rotation. An important departure point is therefore managing the selection and ordering process of vehicle models to optimise:

- a. Fleet availability,
- b. Fleet reliability,
- c. Fleet durability,
- d. Fleet operational cost efficiency, including but not limited to fuel efficiency, tyre durability and overall fleet maintenance and service quality.

18.2.2 A further requirement is providing robust and durable fittings and after-market modifications including but not necessarily limited to canopies, working or cabin lights, hydraulic cranes, tow bars, bull bars, and other specialised equipment requirements (if required to do so). The Service Provider is also responsible for managing the installation, required servicing and maintenance of such modifications, accessories, or fittings in compliance with applicable

original equipment manufacturer or legislative requirements such as the annual certification of booms and cranes and OHS compliance.

18.2.3 Provision of professional and comprehensive fleet management and administration services:

- a) Accurate and complete invoicing of services provided, thereby ensuring that all invoices comply with all contractual terms, all legislative and PFMA requirements, and are timeously received to allow for reconciliation and payment by user departments. The service provider is required to ensure that all invoices are valid, accurate and complete, and that all the charges are necessary, reasonable, market-related and have been duly scrutinised and authorised by the service provider's management and passed all internal controls;
- b) Provision of relevant and timeous Management Information reports and hands-on advice to assist the department in the optimization of the fleet and management of day-to-day fleet expenses; and
- c) Managing, administering, and maintaining accurate and complete records of:
 - i. All Assets, after-market accessories, modifications & fittings,
 - ii. All maintenance and repair costs and records,
 - iii. All tyre replacement, balancing and wheel alignment,
 - iv. All vehicle or component warranty or guarantee claims and service or maintenance plans,
 - v. All accident repairs,
 - vi. All insurance related claims,
 - vii. All driver abuse and damages,
 - viii. All traffic offences and AARTO fines;
 - ix. All toll fees including e-tolls,
 - x. All fuel and oil costs,
- d) Monitoring and managing the utilisation of vehicles, and providing hands-on assistance with over / under-utilisation of fleet in order to assist optimising the department available budget;
- e) Provision of management information regarding all vehicle expenses and utilisation including but not limited to expense forecasting that allow department to plan, including but not limited to what-if scenario analysis that allow the department to see the effect of swapping vehicles, or upgrading, downgrading between different models and brands or redeploying vehicles for cost planning and budgeting purposes.

18.2.4 Provision of managed maintenance services:

- a) Provision of routine maintenance and preventative maintenance as specified by the leased vehicle's manufacturer in compliance with warranty and or motor plan specifications, and as dictated by the vehicle's operating conditions,

b) Facilitating repairs in response to requests from the department,

c) Provision of all tyre selection and replacement, balancing and wheel alignment per manufacturer specification. Specific attention should be paid to robust selection of durable tyres for off-road applications.

18.2.5 Providing replacement courtesy vehicle where planned maintenance, unplanned repairs or any other reason may lead to the Leased Vehicle's availability service level not being met;

18.2.6 Providing comprehensive insurance cover,

18.2.7 Providing of a fuel payment facility specific to each individual vehicle for long term, medium term as well as courtesy replacement vehicles so that vehicles can be refuelled at any location in South Africa at retail filling stations. The same payment facility should be usable to pay for traditional toll gates country wide as well as purchases of oil top-ups. This facility shall be available on a 24 hour a day, 7 days a week basis;

18.2.8 Providing e-toll tags and a payment facility for other traditional tolls which is acceptable at toll gates across the country. Administration of e-toll as well as traditional toll payments;

18.2.9 Planning and provision of vehicle rotation services to prevent disruptions to user departments

18.2.10 Investigations, Management and Reporting of all instances of:

a. Fuel fraud or theft including but not limited to frequent re-fuelling, fuelling exceeding vehicle capacity, fuelling of other vehicles, etc.

b. Vehicle theft or hi-jack,

c. Suspected Driver abuse, dangerous driving and or damages;

d. Traffic offences and fines;

e. Unexpected or untimely maintenance and repairs where repairs are required outside of the anticipated repair cycle, including but not limited to suspected cases of part-swapping, battery or tyre replacement, etc.

f. Over and under-utilisation.

18.2.11 Registration and licensing of leased vehicles with the local authorities according to legislation and ensuring that vehicles remain in fully road-worthy condition and in compliance with all transport legislation at all times.

18.2.12 Vehicle cleaning;

18.2.13 Providing country-wide breakdown service and roadside assistance on a 24-hours a day, 7-days a week basis throughout the duration of the agreement.

18.2.14. Providing training to the department:

a. Technical training (for fleet optimization purposes),

b. Financial training (for cost management purposes),

c. Driver training.

18.3 Provision of additional resources

18.3.1 Establishing, operating and managing a Call Centre facility to facilitate communication across the services being provided operating 24/7 for user queries, booking or service requests, break-down assistance or other support requests. 24/7/365 Call centre system to facilitate vehicle booking or service requests, road-side assistance or other user requests. Call centre will be expected to provide the following services:

- a) The Service Provider is responsible for providing a dedicated call centre;
- b) The call centre shall be available 24 hours per day x 7 days per week x 365 days per year;
- c) Call centre operators shall be efficient, courteous and professional at all times in their dealings with Users.
- d) Call centre operators shall be able to communicate in a minimum of fluent English but preferably in other South African languages as well;
- e) The call centre operators shall be able to action and resolve issues within suitable turn-around time subject to proper authorisation; and
- f) Audit trails will be retained for use as may be required.

18.3.2 Obtaining and maintaining an in-depth knowledge of the department's business to be in a position to advise the department on vehicle roistering, utilization and, if so elected, route determination. Supplying accurate and relevant management information to the department on a continuous basis to enable the department to manage its fleet efficiently and cost effectively; and

18.3.3 Installing and monitoring Vehicle Management Technology ("VMT") in all vehicles that allows for comprehensive vehicle and driver tracking and monitoring, including vehicle recovery services after a theft or hi-jack.

18.3.4 Providing a secure and reliable, access-controlled web-based Vehicle Management Information System portal to the department where statistical and real-time information as well as financial details, copies of invoices and supporting documents can be electronically obtained, from where the department can place requests or manage bookings and fleet, run or request statistical analysis on their fleet data.

18.3.5 Provision of secondary services – provision of, management and administration of the booking and billing around appropriate non-long term vehicle rentals and transport requirements:

- a) Ad-hoc and medium-term rental vehicles

19.1 Project Governance

19.1.1 The project shall be governed by suitable governance structures for the duration of the contract.

19.1.2 The following parties shall participate in the governance of the contract:

- a) The department;
- b) The Service Provider.

19.1.3 It is envisaged that initially the parties will meet every month during the inception phase of the project and thereafter quarterly.

- 19.1.4 In addition, there will be an Operations Committee in place. The function of the Operations Committee is to investigate the day-to-day running of the project
- 19.1.5 At a regional level there will be regional forum, each called a Client Liaison Forum. The purpose of each forum is to deliberate operational issues and obtain input from the actual users of the service. Each forum will meet quarterly.
- 19.1.6 Suitable mechanisms shall be in place to deal with the following issues within stipulated SLA requirements:
- a) Day to day business issues as these may arise,
 - b) Disputes,
 - c) Administrative and related queries such as invoicing.

20. Project Personnel

- 20.1 The Service provider is responsible for providing suitably competent and professional resources for all of the following requirements (not an exhaustive list):
- a) Contract Client Liaison;
 - b) Financial Management and administration of the fleet;
 - c) Legal and other professional advisory services as may be required from time to time;
 - d) Client Service Managers at each designated user site.
- 20.2 Personnel to oversee various services that are provided including but not limited to the following:
- a) Maintenance & Repairs;
 - b) Scheduling Technical Advisory, Breakdown & Recovery;
 - c) Security;
 - d) The Private Party resources shall be available during normal operating hours as and when required.
- 20.3 An appointed official to act on behalf of the user branch or region on transport related matters. Each branch office shall identify one proxy in respect of each branch of such business.
- 20.4 The nominated bidder to provide Proxies/ Representatives for the registration of the vehicle/s.

21. Demand Optimisation

- 21.1 The service provider is to provide an effective and efficient service in response to the demand. The onus is however on the service provider to optimize utilisation. The services effectiveness and efficiencies can be optimized by carrying out frequent fleet optimisation exercises. The fleet optimization exercises would utilise historical utilisation data as collated by the service provider. The Service Provider is expected to be knowledgeable in interpreting operational statistics with a view of optimising the fleet.

22. Typical optimisation themes include:

- 22.1 Vehicle appropriateness – “Fit for Purpose” or aligning vehicles types to their intended use. Alignment examples include:
- a) Distances travelled – some vehicles are used primarily over short urban distances. Power specifications and comfort levels could be reduced for such vehicles,
 - b) The nature of use – some vehicles are used for ferrying goods over short distances in a closed geography (a golf-cart type of vehicle could be utilised for such purposes);
 - c) Over and underutilization analysis
 - d) The Private Party as an expert in the field will need to provide guidance, strategic advice and suggestions regarding optimisation

23. Service Audits

- 23.1 The service levels will be audited. The audits will cover, inter alia:
- a) Interrogation of performance reports as provided by the Private Party; and
 - b) Monitoring implementation of optimisation initiatives by the participating departments and the Private Party.
 - c) Management Information System (MIS)

24. Scope

- 24.1 The term “Management Information System” broadly encapsulates the following requirements for best-of-breed technology or software systems which include, but are not necessarily limited to, the following:
- 24.2 Financial and Billing System(s) suitable for a business enterprise of this nature,
- 24.3 Fleet Operational Management and asset management system(s) offering all the expected functionality of a system of type, including the ability to always tie each individual vehicle to a unique departmental requirement so that it would be possible to ascertain which specific vehicle replaced which other.

25. General Management Information system (MIS)

- a) Secure webserver where users can log-in with unique usernames and passwords to obtain information, request approvals or initiate service requests
- b) Electronic workflow functionality to automate and record approval and authorisation processes for service requests, rental vehicle bookings, etc.
- c) Data storage and retrieval e.g., copy invoices, historical reports,
- d) Data analytics and the ability to analyse or interpret large volumes of data over-periods, or based on user specified parameters, do scenario planning, etc
- e) Management reporting repository of previous and current Management Information reports, or
- f) Collection point of specific report requests / data analytic requests which are non-standard.
- g) VMS – Vehicle Management System which covers:
 - i. Pre-emptive theft warning system,
 - ii. Real time Satellite tracking / vehicle positioning and movement tracking 24/7/365,
 - iii. Driver verification and tracking,

- iv. Driving conditions monitoring and real-time notifications (including erratic driving behaviour, high speed driving, harsh breaking, fast cornering, long idling, etc.)
 - v. Accident warnings,
 - vi. Geo-fencing warnings,
 - vii. Trip-play back,
- h) Fuel / Toll payment facility for long term, short- and medium-term vehicles. This is likely to be external systems e.g., provided by finance houses. It provides:
- i. Means of payment for fuel transactions,
 - ii. Provides security and control over expenditure and built-in measures to prevent or detect e.g., unauthorised fuelling / over-fuelling, fuelling of different vehicles or general fuel fraud
 - iii. Ability to identify patterns or flag suspicious transactions automatically, issue real-time warnings for over-fuelling, prevent multiple uses, provide general exception management etc.
 - iv. Accurate and timeous management reports

26. MIS Requirements

- 26.1 The Private Party is responsible for providing, at its costs all MIS to enable and facilitate the efficient provision of services in a manner that supports the following goals over the duration of the contract life:
- 26.2 MIS shall be the best available according to current industry standards and all equipment and software shall be updated in line with industry trends and requirements;
- 26.3 All fleet information is available within 24 hours after occurrence (but preferably live (in real time)), and accessible to the department via a web-interface;
- 26.4 All fleet information is secure with redundant off-site / cloud back-up and functionality that facilitates Business Resilience and Disaster Recovery;
- 26.5 Requests for fleet services can, where possible, be initiated through the website and all requests are validated with user passwords, as well as access restricted with reference to user-rights categories;
- 26.6 No requests for services shall be allowed without valid authorisation, and a full and auditable (electronic) paper trail exists for each rental transaction, VIP rental transaction, or other service request;
- 26.7 All fleet information (including billing and management reports) is timeous, accurate, complete and valid;
- 26.8 Queries can be customised to allow management access to information in a format that is relevant and useful. Furthermore, management has access to data analytical tools and standardised reports which support decision making thereby allowing effective utilisation of resources;
- 26.9 All data can be downloaded electronically for ease of use (excel version); and
- 26.10 Audit trails will be retained for use as may be required.

26.11 Ownership of the data compiled during the subsistence of the Agreement will vest with the department.

26.12 The MIS may be further enhanced with use of:

- a) On-Board computers;
- b) Tracking Units; and
- c) Integration into departmental systems.

26.13 Examples of possible queries and functionality required include but are not limited to the following:

- 26.13.1 Detailed Invoices
- 26.13.2 Listing of vehicles to be replaced in next 4 months and confirmation of orders placed orders;
- 26.13.3 Listing of vehicles to be serviced in next month and confirmation of booking dates.
- 26.13.4 Listing of vehicles where the license is to be renewed in the next 30 days with confirmation of license renewal payments made and expected date of receiving license disks;
- 26.13.5 Listing of vehicles terminated (historical) or identification of vehicles to be terminated;
- 26.13.6 Excess kilometre report with option to restructure.
- 26.13.7 Utilization report (km or hours) with option to terminate low km vehicles.
- 26.13.8 Availability reports:
- 26.13.9 Downtime report due to maintenance, breakdowns, accidents, abuse, thefts and hijacks;
- 26.13.10 Other exception reporting,
- 26.13.11 Call centre reports:
- 26.13.12 Calls processed, dropped, open and closed, average waiting time per call by user department,
- 26.13.13 Types of calls processed;
- 26.13.14 General Fleet Management data including:
 - a) Status report on services due and overdue;
 - b) Status report on licenses due and overdue;
 - c) Status report on driver abuse and progress reports on abuse investigations;
 - d) Status report on fines for current period, period to date;
 - e) Status report on insurance claims for current period, period to date
 - f) Review ad hoc rental usage for current period, period to date;
 - g) Review excess fuel consumption for current period, period to date;
 - h) Review schedule of repeat offenders in respect of vehicle abuse for current period, period to date.

26.13.15 Fleet optimisation reports with recommendations / what-if scenarios to assist the department with planning, scheduling and budget planning.

27. The Service Provider is responsible for providing the following services as a minimum in respect of the services

27.1 Operational Availability: The Service Provider must provide fleet services with a guaranteed minimum availability of 95%. Availability will be further defined in the SLA.

27.2 Fleet Technical Advisory Services – The Service Provider must provide pro-active fleet advisory and technical consulting / fleet optimisation services, thereby assisting the department in the:

- a) Selection of suitable vehicles fit for purpose;
- b) Identification of opportunities to improve utilization;
- c) Identification of opportunities to reduce fleet numbers where possible;
- d) Identification of opportunities to reduce fleet costs where possible;
- e) Assistance in determining user needs;
- f) Scheduling & Booking of ad-hoc vehicles;

27.3 The Service Provider has to provide fleet scheduling services to assist users in achieving optimal utilisation and value for money;

27.4 The Service Provider is furthermore responsible for providing suitable ad-hoc vehicles within a minimum 8-hour turn-around time from time of booking;

27.5 Maintenance & Repairs - all vehicles have to be in good working order at all times and shall be serviced or repaired:

- (a) In compliance with Manufacturer's specification.
- (b) As required from time to time;
- (c) Thereby achieving or exceeding the 95% availability requirement; and
- (d) Users shall be informed in advance of services to allow for efficient planning.

27.6 Requirements for servicing or installation of accessories:

27.6.1 All services shall be carried out at Authorized Repair Agents by technical personnel certified by the manufacturer;

27.6.2 Only new manufacturer spare parts or manufacturer approved commercial grade modifications, fittings or accessories may be used (no pirate or second-hand parts) and installed or fitted by manufacturer approved installation agents;

27.6.3 Invoices in respect of services shall be retained and be produced on demand;

27.6.4 On return the user department shall inspect a vehicle and shall within 48 hours of return of the vehicle sign-off satisfaction with the service, maintenance or repairs affected; o In the event that the time required to service a vehicle exceeds 8 hours, the Private Party shall provide at his cost a replacement vehicle of equivalent nature for the remainder of the time until the original vehicle is available;

- 27.6.5 In the event that the service does not produce the required results (re-occurring problems) the Private Party shall provide at his cost a replacement vehicle of equivalent nature until the original vehicle is available; and
- 27.6.6 Any items damaged or lost during service of whatever nature shall be replaced at cost by the Private Party.
- 27.6.7 Provision of Fuel and related services - The Private Party is responsible for:
- i. Providing a facility to procure fuel (e.g. fuel card or tag) which is available to the authorized driver at all times;
 - ii. The accurate recording of kilometres, litters of fuel procured, details of other oils / services procured, etc.;
 - iii. Ensuring that no unauthorized purchased of fuel take place (e.g. filling of private vehicles), which comes with exception reporting and automated transaction flagging abilities;
 - iv. Ensuring that the User department is not invoiced for any mileage incurred for the duration of the time that the Private Party or any of its agents might be using the vehicle and at which time it is not exclusively available to the User department.
 - v. Security and Insurance of Assets:
- 27.6.8 The Private Party is responsible for ensuring that all vehicles are fully and comprehensively insured at all times;
- 27.6.9 The Private Party is furthermore responsible for ensuring that vehicles are fitted with electronic mechanisms such as the following to prevent and or deter theft:
- i. Alarms (level 4 or above);
 - ii. Immobilizers; and
 - iii. Tracking units.
- 27.6.10 Licensing and Roadworthiness of vehicles - The Private Party is responsible for ensuring that all vehicles are at all times:
- (a) Fully licensed with the appropriate licensing authorities;
 - (b) Fully roadworthy; and
 - (c) Only driven or operated by a duly authorized individual with a valid license for that category of vehicle.
- 27.6.11 Breakdown and road-side assistance - The Private Party is responsible for providing all services as may be required in the event of breakdown including:
- (a) Vehicle towing and recovery within defined Service Levels;
 - (b) The collection of stranded drivers and return to home or office as may be requested; and
 - (c) Provision of temporary replacement vehicles for the remainder of the time or until such time as the original vehicle in question is returned to the user in a fully functional and repaired state.

28. Accidents

- 28.1 Accident, Theft and Hijacking assistance - The Private Party is responsible for providing all services as may be required in the event of accidents, theft or hijacking including:
- 28.2 Vehicle towing and recovery within defined Service Levels from time of reporting such accidents or events to the call centre;
- 28.3 The collection of stranded drivers and return to home or office as may be requested;
- 28.4 Ensuring that all accident or theft reports are promptly reported to SAPS and that case numbers are obtained within legal requirements and within a reasonable time;
- 28.5 Ensuring that all accident details are reported to insurers within required time-frames.
- 28.6 Provision of temporary replacement vehicles for the remainder of the time or until such time as the original vehicle in question is returned in a fully functional and repaired state to the user.
- 28.7 Ensure minimal downtime of vehicles in for repairs.
- 28.8 Abuse and Fraud prevention and management - The Department is responsible for ensuring for all vehicles at all times, that:
 - i. Only duly authorized individuals with a valid South African driver's license for that category of vehicle may operate the vehicle;
 - ii. The vehicle is only used for the purpose it was designed for (no overloading or inappropriate use), and that vehicles are only used in compliance with legislation and regulations;
 - iii. No private usage takes place;
 - iv. Each trip is duly authorized and that full record is kept of all authorized users and trips at all times; o Fuel and related purchases are valid and authorized;
 - v. Ad-hoc vehicles are inspected on return for any damage or suspected abuse;
 - vi. Any damage or suspected abuse is detected and reported within a 48-hour period from time of occurrence to the User department (failing which any costs incurred will be for the costs of the Private Party).

29. Traffic fines

- 29.1 Traffic offence and fine management - The Private Party is responsible for ensuring for all vehicles at all times, that:
 - (a) All fines are recorded and diverted in line with the expectations of the AARTO fines management processes.
- 29.2 Training - The Service Provider is responsible for providing the following training:
 - (a) Driver training in compliance with accepted standards for a license of that specific nature;
 - (b) Fleet officer training which will empower the individual to effectively manage the fleet activities in his/ her department; and
 - (c) Own staff training.

30. Value added services

- 30.1 The Service Provider will also provide value added services such as:
- Fleet inspections to physically inspect each vehicle and assess condition of fleet not less than once every 4-6 months;
 - User satisfaction surveys every 12 months for the duration of the contract where the actual service delivery is compared to the SLA requirements, the findings of which to be considered and if agreed with users Departments to be implemented.
 - Trauma counselling in case of accidents or hijacking;
 - Assistance with e.g. booking of driver's license tests;
 - Car wash services thereby ensuring that all vehicles are clean and portray a professional image of the user departments
 - Reporting accidents or events requiring medical emergency services to the relevant institutions

31. ADMINISTRATIVE COMPLIANCE

Please note that all bidders must comply with the following administrative compliance

No.	Name of the document that must be submitted	Requirements
1	Invitation to bid –SBD 1	Please complete and sign the supplied <i>pro forma</i> document.
2	Registration with Central Supplier Database (CSD) as per National Treasury SCM Instruction 4 of 2015/17 par 5.2	Attach proof of print out as proof of registration or supplier number.
3	Pricing Schedule – SBD 3.1	Please submit full details of pricing as per the SBD Pricing Schedule
4	Declaration of Interest – SBD 4	Please complete and sign the supplied <i>pro forma</i> document.
5	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero score on specific goals.

32. Evaluation System

Department of Water and Sanitation will evaluate all proposals in terms of the Preferential Procurement Regulations 2022. In accordance with the Preferential Procurement Regulations 2022, submissions will be adjudicated on 90/10 points system and the evaluation criteria. Three-phase evaluation criteria will be considered in evaluating the bid. On the receipt of the proposals, the evaluation criteria shown below will be used for the selection of the most suitable bidder to undertake the assignment.

Phase 1: Mandatory compliance (if not complied with bidder will be disqualified)

Phase 2: Functional Evaluation

Phase 3: Points awarded for Price and Specific Goals (90/10 Preferential System)

PHASE 1: MANDATORY COMPLIANCE:

Please note that all bidders must comply with the following mandatory requirements-

IF NOT COMPLY OR NOT ATTACHED IN THE BID DOCUMENTS, THE BIDDER WILL BE DISQUALIFIED

NO	Requirements	Document to be attached
1	Registration for Southern African Vehicle Rental and Leasing Association (SAVRALA) N.B Membership of SAVRALA is annual and subject to submission of an annual application for renewal of membership and declaration of fleet	Attach certified copy of certificate which is still valid (the certificates are valid per financial year 01 July to 30 June)
2	Bank guarantee to the value of R51 million from Financial Service Provider (FSP).	Attach copy of the bank guarantee from a Financial Service Provider. The proof of the bank guarantee must state the amount on the FSP's letterhead, stamped and signed by the institution.

PHASE 2: FUNCTIONAL/TECHNICAL EVALUATION

NB: Only bidders who obtain at least 65% under technical evaluation will be considered for further evaluation

Values: 1 Very Poor... 2 Poor.....3 Average.....4 Good.... 5 Excellent

No	Element	Weight						
1.	Company profile and Experience Company profile explicitly indicating the number of years the company has been offering and implementing fleet management strategy or solutions. Previous experience obtained from Institutions where the bidder rendered fleet management services. <table><tr><td>Company profile indicating over ten years proven experience in fleet management.</td><td>5</td></tr><tr><td>Company profile indicating ten years proven experience in fleet management</td><td>4</td></tr><tr><td>Company profile indicating eight to nine years proven experience in fleet management is attached</td><td>3</td></tr></table>	Company profile indicating over ten years proven experience in fleet management.	5	Company profile indicating ten years proven experience in fleet management	4	Company profile indicating eight to nine years proven experience in fleet management is attached	3	20
Company profile indicating over ten years proven experience in fleet management.	5							
Company profile indicating ten years proven experience in fleet management	4							
Company profile indicating eight to nine years proven experience in fleet management is attached	3							

No	Element		Weight										
	Company profile indicating six to seven years proven experience in fleet management is attached	2											
	Company profile indicating five years proven experience in fleet management is attached	1											
2.	Contactable references The bidder must provide evidence that they have previously rendered a similar service successfully. Reference letters must be provided to substantiate such claims. Traceable contactable reference letters reflecting the required scope of works. NB: The reference must show the work where the combination of some or all the aspects of the scope of work were done. The reference letters must have the following details: <ul style="list-style-type: none">• The reference letter must be on an official company letterhead.• One reference letter per entity.• The reference letter must indicate the description of the services, the date when the services were provided, and value of the transaction or contract.• The reference letter must have email address and telephone number.• The reference letter must be dated and signed. <table><tr><td>5 contactable reference letters</td><td>5</td></tr><tr><td>4 contactable reference letters</td><td>4</td></tr><tr><td>3 contactable reference letters</td><td>3</td></tr><tr><td>2 contactable reference letters</td><td>2</td></tr><tr><td>1 contactable reference letters</td><td>1</td></tr></table>		5 contactable reference letters	5	4 contactable reference letters	4	3 contactable reference letters	3	2 contactable reference letters	2	1 contactable reference letters	1	25
5 contactable reference letters	5												
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2 contactable reference letters	2												
1 contactable reference letters	1												

3.	Audited Annual Financial Statement ₂₉ <p>The latest three (3) year's Annual financial statements with signed audit report must include at least the following:</p> <ul style="list-style-type: none"> • Statement of Profit and Loss & Other Comprehensive income • Statement of Financial Position • Statement of Cash Flow • Notes, comprising a summary of significant accounting policies and other explanatory information <p>The latest three (3) year's Annual financial statements with signed audit report and includes all four items above is attached = 5 The latest three (3) year's Annual financial statements with signed audit report and includes any three items above is attached = 4 The latest three (3) year's Annual financial statements with signed audit report and includes any two items above is attached = 3 The latest three (3) year's Annual financial statements with signed audit report and includes any one item above is attached = 2 No annual financial statements included = 1</p>	20
4.	Fleet Management Plan: Methodology and Approach <p>The bidder must demonstrate their understanding of the key requirements and expectations of DWS as outlined in this document. The following should be addressed on the Fleet Management Plan:</p> <ul style="list-style-type: none"> • Responsiveness to the Terms of Reference • A detailed fleet management plan design • A detailed fleet management plan indicating the approach, • Methodology and support mechanisms on how they will assist DWS in providing fleet management service that is specific to DWS nature of business, reliable, efficient, accountable, and cost effective. <p>Fleet Management Plan addressing all aspects above = 5 Fleet Management Plan addressing any three aspects above = 4 Fleet Management Plan addressing any two aspects above = 3 Fleet Management Plan addressing any one aspect above = 2 Fleet Management Plan addressing none of the aspects above = 1</p>	35
TOTAL		100

PHASE 3: POINTS AWARDED FOR PRICE AND SPECIFIC GOALS (90/10 PREFERENTIAL SYSTEM)

The 90/10 Preferential Procurement System will be used in evaluating these bids:

Evaluation element	Weighting (Points)
SPECIFIC GOALS	10
PRICE	90
Total	100

Price

A maximum of 90 points are allocated for price on the following basis:

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Preference point system

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
	90/10
Women	2
People with disability	2
Youth (35 and below)	2
Location of enterprise (Province)	1
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	10

Documents Requirement for verification of Points allocation: -

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBBEE certificate/affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

33. ENQUIRIES

Bidder(s) can make enquiries in writing, to tender office on contact details as stipulated on the tender document. All enquiries must be done at least 5 working days before the closing date.