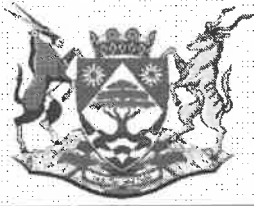


Provision of car wash services for DTSL fleet for a period of 3 years



Transport, Safety and Liaison
NORTHERN CAPE PROVINCE

FORMAL PRICE QUOTATION UP R 30 000-00 TO R 1000 000-00

NB: Use ink, preferably black, to fill in the information applicable to the specific required price quotation

Issued by:

Supply Chain Management Unit
Department of Transport, Safety and Liaison
Ocean Echo Building
Cnr Sydney & Lennox Street
Kimberley
8300

NAME OF A BIDDER: _____

CSD NUMBER: _____

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Invitation to Bid: RFQ/DTSL 24/25/02

Provision of car wash services for DTSL fleet for a period of 3 years

BID ADVERTISEMENT FORM

Bid description	Provision of car wash services for DTSL fleet for a period of 3 years	
Bid number	RFQ/DTSL 24/25/02	
Name of institution	Department of Transport, Safety and Liaison	
The place where goods, works, or services are required	Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley	
Closing date and time	Date	20 May 2024
	Time	11:00
Contact details	Postal address	Department of Transport, Safety and Liaison Private Bag X1368 Kimberley 8300
	Physical address	Department of Transport, Safety and Liaison Ocean Echo Building Cnr Sydney & Lennox Street Kimberley 8300
	Tel. no.	053 839 1700
	Fax no.	N/A
	E-mail address	dmqhum@ncpg.gov.za
	Contact person	Mr Desmond Mqhum Deputy Director - Supply Chain Management
Where bids can be collected	<ul style="list-style-type: none"> - DTSL provincial office - www.dtsl.gov.za 	
Where bids should be delivered	Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley	
Category (refer to annexure A)	N/A	
Sector	Other	
Region	Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley	
Compulsory briefing session/site visit	Date	N/A
	Time	N/A
	Venue	N/A

1. INTRODUCTION

The Department of Transport, Safety and Liaison (DTSL) was established in terms of section 17(1) of the Public Finance Management Act, 1999 (Act, No.1 of 1999). DTSL seeks to appoint a service provider for provision of car wash services for DTSL fleet for a period of 3 years.

2. PURPOSE OF THIS REQUEST FOR QUOTATION (RFQ)

The purpose of this Request for Quotation (RFQ) is to solicit quotations from potential bidder(s) for provision of car wash services for DTSL fleet for a period of 3 years.

This RFQ document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by DTSL for provision of car wash services for DTSL fleet for a period of 3 years.

3. LEGISLATIVE FRAMEWORK OF THE BID

This RFQ has been prepared in accordance with Public Finance Management Act, 1999 (Act, No.1 of 1999) and its Regulations, and all relevant procurement legislation. If there is contradiction with this legislation, the ACT will prevail.

3.1 Tax Legislation

- 3.1.1 Bidder(s) must be tax compliant at the time of awarding of the bid. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.3 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 3.1.4 Bidders are required to be registered on the Central Supplier Database (CSD) and the DTSL shall verify the bidder's tax compliance status through the Central Supplier Database.

3.2 Procurement Legislation

- 3.2.1 DTSL has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and Preferential Procurement Regulation of 2022, the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003) and the Reconstruction and Development Programme (RDP) as published in Government Gazette No. 16085 dated 23 November 1994.

Provision of car wash services for DTSL fleet for a period of 3 years

3.2.2 In line with the Preferential Procurement Regulation of 2022, DTSL will hereby use specific goals determined by the department to advance the objectives of the department. All tenders will be evaluated in accordance with specific goals.

3.3 Technical Legislation and/or Standards

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

4. BRIEFING SESSION

No briefing session will be held for this tender as the specification as set out are very detailed and does not require a briefing session. The bid documents may be obtained from the SCM office of DTSL provincial office or downloaded from www.dtsl.gov.za. **Clarity seeking questions relating to the bid can be sent in writing to dmqhum@ncpg.gov.za.**

5. TIMELINE OF THE BID PROCESS

The period of validity of the RFQ and the withdrawal of offers, after the closing date and time is 30 days. The bidder accepts that, if DTSL extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. CONTACT AND COMMUNICATION

6.1 A nominated official of the bidder(s) can make enquiries in writing to dmqhum@ncpg.gov.za. The delegated office of DTSL may communicate with Bidder(s) where clarity is sought in the bid proposal.

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

6.3 All communication between the Bidder(s) and DTSL must be done in writing.

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

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

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

6.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

7. LATE BIDS

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

8. COUNTER CONDITIONS

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

9. FRONTING

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

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

10. SUPPLIER DUE DILIGENCE

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DTSL will conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11. SUBMISSION OF QUOTATION

11.1 Bid documents may either be posted or hand delivered to Department of Transport, Safety and Liaison, Ocean Echo Building, Cnr Sydney & Lennox Street, Kimberley, 8300. Bidder(s) who wish to make use of speed services must mark "delivery to counter" and not to private bag / box. Bidder(s) must also contact the SCM office through the above-mentioned email stating the tracking number of the bid document. **It is the bidder's responsibility to ensure that the courier service delivers their document on time.**

11.2 Bid documents will only be considered if received by DTSL before the closing date and time, regardless of the method used to send or deliver such documents to DTSL. Bidders are required to initial each page of the tender document on the bottom right hand corner.

12. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of three (3) years.

13. SCOPE OF WORK

Wash; dry and Polish DTSL vehicles / Full valet of vehicles / Deep cleaning / Supply equipment and material i.e. Vacuum Cleaner, High Pressure Cleaner, Buckets, Brushes, Cloths, Water drip/Portable Side Trays, Supply chemicals i.e. Soap, Body Polish, Dashboard Polish, Tyre Polish, Tar Remover.

14. SPECIFIC REQUIREMENTS AND RESPONSIBILITIES

Service provider:

- Preference is to be given to the Departmental fleet between Monday & Thursday
- A monthly register must be in place to ensure that payment reconciliation is maintained at all material times
- To ensure vehicles are inspected before and after wash
- Each vehicle will be washed to a minimum of four (4) times in a month unless otherwise communicated in writing by the Department
- To wash vehicles at the wash bays of the appointed service provider unless communicated in writing to the Department
- To operate between 7:30am and 16:00 during normal working hours
- To have ability to pay rental (office space, water and electricity) or own the place
- To ensure their staff who move cars around the wash bay are qualified and licensed driver/s
- To have accessible manager on site at all times (for reporting of incidents)
- To have functional communication tools i.e. cell phones, e-mails, etc
- Departmental officials will do a site visit before finalising the appointment with the successful service provider.

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- Valet / deep cleaning to be done once every three (3) months. Only the MEC's vehicle will be valet/deep cleaned when the need arises.

COMPLIANCE WITH THE SPECIFICATIONS (tick applicable box)

ITEM	Wash & dry + vacuum & wipe inside + interior + polish + tyre treatment & body polish	Valet - (wash & dry + vacuum & wipe inside + interior polish + tyre treatment & body polish + wash seat + wash door panel + wash carpet + wash roof lining (excluding engine wash and undercarriage)
Toyota Corolla - Sedan		
VW Polo – Sedan		
Toyota Etios – Sedan		
Toyota Kombi - Minibus		
Isuzu Truck		
Toyota Hilux – Single Cab		
Toyota Hilux – Double Cab		
Q7 – Executive car (MEC)		

List of departmental fleets

1. TSL 0030 NC / Polo Sedan
2. TSL 0036 NC / Toyota Hilux (Single cab)
3. TSL 0041 NC / Toyota Corolla (Sedan)
4. TSL 0043 NC / Toyota (Sedan)
5. TSL 0044 NC / Toyota (Double cab)
6. TSL 0048 NC / Polo (Sedan)
7. TSL 0049 NC / Polo (Sedan)
8. TSL 0050 NC / Polo (Sedan)
9. TSL 0051 NC / Polo (Sedan)
10. TSL 0052 NC / Toyota Hilux (Double cab)
11. TSL 0055 NC / Toyota Hilux (Double cab)
12. TSL 0056 NC / Toyota Hilux (Double cab)
13. 107 RTI NC / Toyota Etios (Sedan)
14. 108 RTI NC / Toyota Etios (Sedan)

- 15. 116 RTI NC / Polo Sedan
- 16. 118 RTI NC / Polo Sedan
- 17. 128 RTI NC / Polo Sedan
- 18. 132 RTI NC / Polo GTI
- 19. 140 RTI NC / Isuzu Double Cab
- 20. 149 RTI NC / Polo GTI
- 21. 163 RTI NC / Toyota Hilux Double Cab
- 22. 174 RTI NC / Polo Sedan
- 23. 175 RTI NC / Polo Sedan
- 24. CBW 748 NC / Q7
- 25. CZG 748 NC / Polo Sedan
- 26. 009 PTI NC / Isuzu Truck
- 27. PRE-02 NC / Isuzu Truck
- 28. 103 RTI NC / Faw Truck
- 29. 105 RTI NC Faw Truck

15. INDEMNITY

The Department of Transport, Safety and Liaison shall not be liable for any injury and/or loss life for security guards or employees representing the preferred bidder or damage to assets and property belonging to the preferred bidder or affiliates whilst on the premises during the contract period.

16. TRANSFER AND CESSION

The preferred bidder shall render the service as required which is the supply and delivery of law enforcement uniform. The use of subcontractors will not be allowed after awarding of tender, without prior written permission by the Department. The successful bidder shall not cede, transfer, sell or alienate in any way this contract awarded in terms of RFQ/DTSL 24/25/02 or any part thereof to any person or company.

17. PRICE SCHEDULE (SEE ATTACHED ANNEXURE A)

This section of the specification must be completed by all bidder(s) as failure to comply shall lead to disqualification.

- All offers must include VAT, if the bidder is eligible for VAT verifiable by a unique VAT number. All prices must be in South African Currency (Rand).

18. EVALUATION AND SELECTION CRITERIA

In line with the PPF Regulations of 2022, DTSL will hereby be applying price and specific goal as a criteria to advance the objectives of the department. The DTSL has set minimum standards (Gates) that a prospective bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Mandatory requirements

Price and Specification

Provision of car wash services for DTSL fleet for a period of 3 years

(Gate 1)	(Gate 2)
<p>Bidder(s) must submit all documents as outlined in the table below.</p> <p>Only Bidder(s) that comply with mandatory requirements will proceed to Gate 2.</p>	<p>Bidder(s) will be assessed on price and Specific goals.</p>

18.1 Gate 1: Mandatory Requirements

Without limiting the generality of the DTSL's other critical requirements for this bid, prospective bidder(s) must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase, bidder(s) responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Document that must be submitted	Non-submission will result in disqualification
Invitation to Bid- SBD 1	YES Complete and sign the supplied pro forma document.
Tax Status Tax Clearance Certificate	NO In the event where the Bidder submits a hard copy of the Tax Clearance Certificate or SARS PIN, the CSD verification as well as SARS e-filing verification outcome will take precedence. At award, the successful bidder must be tax compliant on CSD and/ or SARS e filing.
Declaration of Interest - SBD 4	YES Complete and sign the supplied pro forma document.
Preference points claim form - SBD 6.1	NO Bidder(s) are required to prove the specific goal by providing the department with required documents.
Contract Form - Rendering of services - SBD 7.2	NO Bidder undertake to render services described in the attached bidding documents.
Registration on Central Supplier Database (CSD)	YES Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration and CSD

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		Master Registration Number (MAAA number).
Pricing Schedule	YES	Submit full details of the pricing proposal as per Annexure A in a separate envelope
Proof of address in the Northern Cape (company and director/s)	YES	Bidders must provide proof of address (Lease Agreement/Ownership/Rates and taxes).

18.2 Gate 2: Evaluation of price (80) points and Specific Goal (20)

Price and Specific goal will be evaluated as follows:

SPECIFIC GOAL	PERCENTAGE	SCORE		
RACE	100 %BLACK OWNED COMPANY	5		
	76%-99% BLACK OWNED COMPANY	3		
	50%-75% BLACK OWNED COMPANY	2		
	LESS THAN 50% BLACK OWNED COMPANY	0		
GENDER	100 % FEMALE OWNED COMPANY	5		
	76%-99% FEMALE OWNED COMPANY	3		
	50%-75% FEMALE OWNED COMPANY	2		
	LESS THAN 50% FEMALE OWNED COMPANY	0		
YOUTH (18-35 years)	100 % YOUTH OWNED COMPANY	5		
	76%-99% YOUTH OWNED COMPANY	3		
	50%-75% YOUTH OWNED COMPANY	2		
	LESS THAN 50% YOUTH OWNED COMPANY	1		
DISABILITY	100 % DISABILITY OWNED COMPANY	2		
	76%-99% DISABILITY OWNED COMPANY	1		
	50%-75% DISABILITY OWNED COMPANY	0		
LOCALITY	FRANCIS BAARD DISTRICT	3		

Stage 1 - Price Evaluation (80 Points)

Criteria	Specific Goal Allocation
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	20

The following formula will be used to calculate the points for price:

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

Stage 2 - Specific Goal (20 Points)

Specific Goal Points allocation

Specific goals points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1);
- Originally certified Identification Document of stakeholders/trustees and
- Certified Copy of CIPC Report.
- A copy of B-BBEE certificate / Sworn Affidavit

19. GENERAL CONDITIONS OF CONTRACT

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

- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which DTSL is prepared to enter into a contract with the successful Bidder.
- The bidder submitting the General Conditions of Contract to DTSL together with its bid, duly signed by an authorised representative of the bidder.

20. SPECIAL CONDITIONS OF THIS BID

DTSL reserves the right:

- Upon submission of the bid document the bidder will be required to fill in and sign the submission register to be placed at the tender box.
- RFQ documents deposited anywhere else except the tender box will be regarded and treated as late.
- It is the responsibility of the bidders to ensure that the bid document is placed inside the tender box.
- To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

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- e. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- f. To accept part of a tender rather than the whole tender.
- g. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- h. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- i. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- j. Award to multiple bidders based either on size or geographic considerations.

21. DTSL REQUIRES BIDDER(S) TO DECLARE

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

Confirm that the bidder(s) is to: -

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

22. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

DTSL reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of DTSL or any other government organ or

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entity and whether from the Republic of South Africa or otherwise ("Government Entity")

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

23. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

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

24. PREPARATION COSTS

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

25. INDEMNITY

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

26. PRECEDENCE

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

27. LIMITATION OF LIABILITY

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

28. TAX COMPLIANCE

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

29. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. DTSL reserves the right to withdraw an award, or cancel a contract

concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

30. GOVERNING LAW

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

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

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

32. CONFIDENTIALITY

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

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

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

33. DTSL PROPRIETARY INFORMATION

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

34. AVAILABILITY OF FUNDS

Provision of car wash services for DTSL fleet for a period of 3 years

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFQ/DTSL 24/25/02) the DTSL may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall there upon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension

ANNEXURE A - PRICING SCHEDULE

Invitation to Bid: RFQ/DTSL 24/25/02

Provision of car wash services for DTSL fleet for a period of 3 years

CLOSING DATE & TIME: ON 20 MAY 2024 AT 11H00

RFQ NUMBER: RFQ/DTSL 24/25/02 - PROVISION OF CAR WASH SERVICES FOR DTSL FLEET FOR A PERIOD OF 3 YEARS

BIDDER NAME:

ITEM	Description of vehicle	Wash (Without Valet) - Price Per Unit	Wash (including Valet) - Price Per Unit
1	Toyota Corolla - Sedan	R	R
2	VW Polo - Sedan	R	R
3	Toyota Etios - Sedan	R	R
4	Toyota Kombi - Minibus	R	R
5	Isuzu Truck	R	R
6	Toyota Hilux – Single Cab	R	R
7	Toyota Hilux – Double Cab	R	R
8	Q7 – Executive car (MEC)	R	R

NB: Each vehicle will be washed four (4) times in a month unless directed otherwise by the Department in writing.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudging authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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 bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

SPECIFIC GOAL	PERCENTAGE	SCORE	PROVIDER	DTSL
RACE	100 %BLACK OWNED COMPANY	5		
	76%-99% BLACK OWNED COMPANY	3		
	50%-75% BLACK OWNED COMPANY	2		
	LESS THAN 50% BLACK OWNED COMPANY	0		
GENDER	100 % FEMALE OWNED COMPANY	5		
	76%-99% FEMALE OWNED COMPANY	3		
	50%-75% FEMALE OWNED COMPANY	2		
	LESS THAN 50% FEMALE OWNED COMPANY	0		
YOUTH (18-35 years)	100 % YOUTH OWNED COMPANY	5		
	76%-99% YOUTH OWNED COMPANY	3		
	50%-75% YOUTH OWNED COMPANY	2		
	LESS THAN 50% YOUTH OWNED COMPANY	1		
DISABILITY	100 % DISABILITY OWNED COMPANY	2		
	76%-99% DISABILITY OWNED COMPANY	1		
	50%-75% DISABILITY OWNED COMPANY	0		
LOCALITY	NORTHERN CAPE PROVINCE	3		

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer
 Supplier
 Professional service provider
 Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.

2.

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE: