



**stats sa**

Department:  
Statistics South Africa  
**REPUBLIC OF SOUTH AFRICA**

**STATS SA 003/26**

**CONTRACT**

**BETWEEN**

**STATISTICS SOUTH AFRICA**

**AND**

**NAME OF THE SERVICE PROVIDER  
COMPANY REGISTRATION NUMBER:**

**PREAMBLE**

**WHEREAS,** Statistics South Africa has sourced the services of a Service Provider to provide car hire and related services;

**AND**

**WHEREAS,** Stats SA seeks to ensure the proper management of the relationship with the Service Provider;

**AND**

**WHEREAS,** both parties seek to clarify their legal obligations and rights in respect of the services to be provided.

## IT IS, THEREFORE, AGREED AS FOLLOWS:

### 1. PARTIES

- 1.1 **STATISTICS SOUTH AFRICA** (hereinafter referred to as “Stats SA”) a national department established in terms of section 7 of the Public Service Act, 1994 (Proclamation 103 of 1994) read with section 4(1) of the Statistics Act, 1999 (Act no. 6 of 1999) herein represented by **Mr. Risenga Maluleke** in his capacity as the **Statistician-General**,

**AND**

- 1.2 **SERVICE PROVIDER**, (hereinafter referred to as the “Service Provider” a private Company registered in terms of The Companies Act 2008 (Act no 71 of 2008), duly presented by \_\_\_\_\_ in his capacity as the \_\_\_\_\_, who in terms of the board resolution annexed hereto as **Annexure A** dated \_\_\_\_\_, is authorised to enter into this contract,

### 2. DEFINITIONS & INTERPRETATION

- 2.1 If any provision in a definition is a substantive provision conferring rights or imposing obligations to any party, notwithstanding that it is only a definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;
- 2.2 When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last falls on a Saturday, Sunday or Public Holiday;
- 2.3 When figures and words are in conflict, words shall prevail;
- 2.4 In the event of conflict of clauses between the Service Provider’s rental agreement and this agreement, the Terms and Conditions of the Rental Agreement and the Terms and conditions of the Facility Agreement with Stats SA shall be read together in the determination of course action.
- 2.5 The use of the word “including” followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis rule* (Of the same kind or nature) shall not apply in the interpretation of such general example or specific wording;
- 2.6 Where a term is defined within the context of any particular clause in this agreement, then the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that the term has not been defined in this interpretation clause;
- 2.7 Unless the context clearly indicates a contrary intention, an expression which denotes:
- 2.7.1 any gender includes the other gender;
- 2.7.2 natural person includes a juristic person and vice versa; and
- 2.7.3 the singular includes the plural and vice versa.

- 2.8 The following expressions bear the meaning assigned to them below:
- 2.8.1 **“Agreement”** means the contents of this agreement, the bid documents submitted by the Service Provider in response to bid number Stats SA 002/2026, and all annexures attached thereto;
- 2.8.2 **“Additional driver”** means such a person who, in addition to the authorised driver, is reflected on the request form and/or rental agreement as being duly authorised by both parties to drive the vehicle;
- 2.8.3 **“Application programme interface (API)”** means where two systems integrate with each other to provide the required data as requested.
- 2.8.4 **“Book value”** means the lowest value used in the vehicle rental industry and used by the insurance company.
- 2.8.5 **“Claims Administration Fee”** means an administration fee charged in all instances where a claim needs to be processed in respect of any damages whatsoever, loss of or theft of the vehicle;
- 2.8.6 **“Completion Date”** means a period of twenty-four (24) hours, calculated from the time out as reflected on the rental agreement and/or the extension period thereof;
- 2.8.7 **“Cosmetic damages”** means any damages that effects the vehicle appearance but does not impact its operational performance. It includes damages such as scratches, dents, paint chip and minor bumper damage.
- 2.8.8 **“Contract Fee”** means a charge per rental to cater for, inter alia, storage fees of original documents reflected on the rental agreement;
- 2.8.9 **“CPI”** means Consumer Price Index;
- 2.8.10 **“Damages”** “In relation to Service Provider vehicle and/or third party vehicle damage, means actual expenditure in towing, transporting and storing the vehicle, repairing any damage including tyre and rim damage, replacing parts or accessories, without allowing for depreciation, remunerating an expert at market related price to inspect collision damage and report thereon with an invoice, job card or quotation produced by the Service Provider to be prima facie proof of any other cost incurred related to an accident of whatsoever nature, and includes a total loss when applicable;
- 2.8.11 **“Day”** means a period of twenty-four (24) hours, calculated from the time out as reflected on the rental agreement;
- 2.8.12 **“Director: Financial Accounting and Administration”** means the Director responsible for receiving and processing of invoice(s) at Stats SA;
- 2.8.13 **“Director: Transport Management”** means the Director responsible for fleet management within Stats SA;
- 2.8.14 **“Driver”** means such person who, is reflected on the request form and or rental agreement as being duly authorised by both parties to drive the vehicle;
- 2.8.15 **“Excess amount”** for insurance” means the amount the insurance liability that Stats SA is liable for.
- 2.8.16. **“Excess kilometre”** means kilometres travelled that are over and above the prescribed free km to be travelled.
- 2.8.17 **“Extended period”** means any extension of rental period beyond the agreed return date reflected on the request form and or rental agreement, authorised by Stats SA and agreed upon by both parties;
- 2.8.18 **“Liability”** means and includes the amounts reflected in the rental agreement relating to the amounts due and payable in the event of damage, loss and /or theft;
- 2.8.19 **“Long-term rental”** means the period longer than 12 months and up to 3 years

- 2.8.20 **“Medium term rental”** means the rental of vehicles that covers the period from 31 days up to 12 months.
- 2.8.21 **“Outsourced service providers”** means those from whom the bidders obtain vehicles from to fulfil the contractual obligations when they do not have enough vehicles and which they are subcontracted with.
- 2.8.22 **“Parties”** means Stats SA and Service Provider;
- 2.8.23 **“Self-Insured vehicles”** means where some vehicle rental companies self-insure their vehicles without using the traditional insurance companies thus taking the risk of handling insurance claims directly from Stats SA. They reserve funds within the business operations from which cover insurance claims. Funds which they would have paid to the traditionally used insurance companies is thus placed into a reserve fund.
- 2.8.24 **“Services”** means the car hire and related services provided by the Service Provider to Stats SA;
- 2.8.25 **“Service Provider”** means Service Provider;
- 2.8.26 **“Short-term rental”** means rental of vehicles for a period from 1 day up to 30 days;
- 2.8.27 **“Sub-Contract”** means the primary contractors assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.8.28 **“Stats SA”** means Statistics South Africa.
- 2.8.29 **“SBD”** means Standard Bidding Document;
- 2.8.30 **“Super Waiver”** means the daily rental cost is higher, but the excess applicable in the event of damage, theft and/or loss is lower than that of a standard waiver;
- 2.8.31 **“The official rates brochure”** the Service Provider’s rental rates submitted together with the bid proposal of the Service Provider;
- 2.8.32 **“The rental period”** means the period between the date when the vehicle is rented by Stats SA and the termination date and time as specified on the rental agreement or if such period is extended, the time and date entered on the Service Provider’s records;
- 2.8.33 **“The renter”** means all or those persons whose names appear on the rental agreement, the driver or additional driver who have produced a valid unendorsed driver’s license to the Service Provider’s rental agent and if and where required, their identity /passport document;
- 2.8.34 **“Third party damage”** means any claims made by any other person in respect of damages or loss that the driver has actually or is alleged to have caused to the property or vehicle of a third party;
- 2.8.35 **“The renting branch”** the Service Provider’s branch from which the vehicle is rented by Stats SA;
- 2.8.36 **“The vehicle”** as described in the request form and/or rental agreement form including all keys, tyre(s), tools, equipment, accessories and documents in and on the vehicle when Stats SA takes delivery of the vehicle at the renting branch and includes any replacement for the vehicle which has been officially authorised by both parties;
- 2.8.37 **“Traffic Fine Administration Fee”** an amount levied by the Service Provider from time to time to administer any traffic fines incurred by Stats SA whilst renting the vehicle;
- 2.8.38 **“Total Loss”** in relation to the vehicle, means:
- (a) Damages on vehicle that are beyond economical repair; or

- (b) When the vehicle is stolen or lost, the amount of the total loss, will be the retail value as reflected in the Auto Dealers Guide or if not listed therein, the latest price list supplied by the manufactures as at the date of loss less any salvage;
  - (c) Consequential loss to a maximum of thirty (30) days at the agreed billing rate shall apply to both parties however this shall not apply should Stats SA settle the loss invoice within sixty (60) days;
- 2.8.31 **“Waiver”** means a limitation of liability, at a specified waiver payment, of Stats SA in the event of an accident/ theft and/or loss of the vehicle provided that there was no breach of contract of the Service Provider’s standard terms and condition of rental;
- 2.8.32 **“Vehicle condition report”** the report used when pre- and post - inspection reports cannot be reported clearly on the face of the Service Provider’s rental agreement.
- 2.8.33 **“Pre-inspection report”** the report used for check/inspection of vehicle upon collection to ensure that there are no damages and that the vehicle is in good condition.
- 2.8.34 **“Post-inspection report”** the report used for check/inspection of vehicle at the time of returning the vehicle to asses if there are any damages;

### **3. DURATION OF THE CONTRACT**

- 3.1 Notwithstanding the date of signature hereof, this agreement shall commence from date of appointment for a period of 36 months.

### **4. SERVICES TO BE RENDERED BY THE SERVICE PROVIDER**

- 4.1 The Service Provider shall rent vehicles to Stats SA as and when required subject to the terms and conditions as set out herein and both parties shall be bound by these terms and conditions.

### **5. SERVICE REQUIREMENTS**

#### **5.1 To be provided by the Service Provider**

- 5.1.1 The Service Provider shall ensure that it has representation in all areas where vehicles are being allocated and where no such representation exists, the nearest branch to that area will suffice;
- 5.1.2 The Service Provider shall indicate to Stats SA all areas within the country that will be covered in terms of this agreement and delivery and collection can be arranged for all areas within the borders of South Africa;
- 5.1.3 The Service Provider acknowledges its capacity in terms of vehicle categories as stipulated in **Annexure B** and Stats SA reserves the right not to hire selected vehicle categories as per our operational needs.
- 5.1.4 Service providers must allow for vehicles to be branded by Stats SA by way of door stickers or magnetic stickers.
- 5.1.5 Vehicles wash facilities must be done twice a month per vehicle.
- 5.1.6 Service providers must respond to Audit related queries within 3 working days.

## **5.2 Key personnel aspects**

- 5.2.1 The Service Provider shall allocate designated personnel in each province that will give all necessary support to Stats SA in respect of this agreement,
- 5.2.2 The Service Provider shall ensure that their personnel are adequately supported and equipped. In particular, it shall ensure that there is sufficient transport, administrative and secretarial services to enable them to concentrate on their primary responsibilities.

## **5.3 Vehicle requirements (categories of vehicles)**

- 5.3.1 Refer to **Annexure B**.

## **5.4 Condition of vehicles**

Vehicles supplied by the Service Provider must:

- 5.4.1 Be in a roadworthy condition, and should not have travelled more than the kilometres indicated below, this will also apply to ad-hoc rentals:
  - 5.4.1.1 Sedans/hatchbacks/SUV: 42 000 (forty-two thousand) kilometres, depending on Stats SA's operational requirements.
  - 5.4.1.2 70 000 (seventy thousand) kilometres for commercial vehicles (Bakkies, kombi's, buses and trucks) depending on Stats SA operational requirements.
- 5.4.2 Have air-conditioning, power steering, radio and immobiliser.
- 5.4.3 Be suitable for all terrains, considering that surveys conducted by Stats SA covers all areas within South Africa.
- 5.4.4 Provision of e-tags if the petrol cards cannot load tollgate fees.
- 5.4.5 All vehicles supplied from date of rental must have a full-service history and the next service due must be within six (6) months to a year.
- 5.4.6 All tyres must be in an excellent condition and roadworthy.
- 5.4.7 All vehicles must have a license disk that is valid for a period of six (6) months from the date of rental.
- 5.4.8. All vehicles supplied must not be older than two (2) years from date when the vehicle was first registered.
- 5.4.9 Vehicles hired on long term over 12 months up to three years must be replaced once it reaches 120 000 km
- 5.4.10 All tyres must be in excellent condition and roadworthy
- 5.4.11 All pre and post inspection must be automated, including colour photos and electronic sign off

## 5.5 Help desk and Roadside assistance

- 5.5.1 Service Provider shall provide roadside assistance in case of a vehicle breakdown, theft, damages, accident and hi-jacking, which cost shall relate specifically to the vehicle.
- 5.5.2 In the event of clause 5.5.1 a twenty-four (24) hours roadside assistance, recovery and replacement vehicle shall be provided by the Service Provider.
- 5.5.3 In the event of a mechanical failure and where the Service Provider ascertains in its sole discretion that such damage is attributable to fair wear and tear, the related towing costs will be for the account of the Service Provider.
- 5.5.4 In the event of breakdown the Service Provider will issue out a replacement vehicle of a similar class/group at the same rate /tariff within a major town or city within a maximum of two (2) hours and outside of a major town or city within a maximum of six (6) hours.
- 5.5.5 In exceptional circumstances where a specific group of vehicle cannot be replaced, the Service Provider will make all reasonable efforts to provide the driver with a vehicle at the prevailing rate until replacement vehicle is available.
- 5.5.6 The towing service that is offered during road side assistance are but not limited to , vehicle towing, recovery, collection of stranded officials including the driver and passengers, assist the driver, and replacement vehicles.
- 5.5.7 The towing facility offered must be part of the insurance and not be claimed by Stats SA.
- 5.5.8 The help desk and road side assistance offered must be on a 24 hour call , 7 days a week 365 days a year including public holidays and weekends.
- 5.5.9 The Service Provider must make use of reputable and **reliable Towing Service Providers nationally** accessible to all Stats SA locations
- 5.5.10 The Service Provider shall be responsible for any additional damage to the vehicle during the tow in process.
- 5.5.11 In an **urban area** the Service Provider will have a maximum of **1 hour** to ensure that the tow in or roadside assistance service are on site. In a **rural area a maximum of two** hours to be on site and in a **remote area, 3 hours**.

## 5.6 Equipment

- 5.6.1 The Service Provider shall not purchase any equipment on behalf of Stats SA as part of the contract unless agreed upon in writing by both parties.

## 5.7 Management reports

- 5.7.1 The Service Provider must prepare and submit to Stats SA the following Management Reports in writing:
- (a) monthly utilisation reports for vehicles for each project from commencement to closure;
  - (b) monthly vehicle accident, incident and traffic fines reports;
  - (c) daily vehicle tracking reports;

- (d) monthly detailed expenditure reports; and
- (e) monthly fuel utilisation reports.
- (f) Application programming interface (API) report

- 5.7.2 The Service Provider must submit the listed reports within seven (7) days after month end of the rental and the final closure report must be submitted within thirty (30) days after the project has been completed.
- 5.7.3 The Service Provider must submit such reports to the Director: Transport Management who shall be the link between Stats SA and the Service Provider. Such reports shall be written in English.
- 5.7.4 The Service Provider must keep full and proper record of account showing clearly all transactions performed by Stats SA. Such details must also cover the particulars of the driver/ additional driver and the rental period.
- 5.7.5 The Service Provider must allow any authorised representatives of Stats SA to have access at all reasonable times to the Service Provider's books and records pertaining to services rendered to Stats SA.

## **5.8 Tracking systems**

The Service Provider must:

- 5.8.1 Provide Stats SA with vehicles fitted with tracking devices and must be of the latest satellite tracking system with geo-fencing capabilities, a 24-hour monitoring services, with web link, username and password as well as web API (application programming interface) link.
- 5.8.2 Ensure that timeous reporting and access to the system is given to Stats SA as and when required.
- 5.8.3 Ensure that the cost of the tracking devices be included in the vehicle hire rate.
- 5.8.4 The service provider must provide a tracking solution that will have all functionalities to meet all the requirements
- 5.8.5 The Service Provider must provide vehicle tracking system using GPS (Global Positioning System) type satellite technology utilising the latest available technology device and software

## **5.9 Delivery of vehicle**

- 5.9.1 The delivery of the vehicle shall take place at the time Stats SA and/ or the driver and/ or Stats SA's representative takes possession of the keys and /or vehicle at the renting branch and subject to the signing of taking over documents where a pre rental inspection and check sheet must be completed indicating absence or existence of any damages and must be supported by colour photos
- 5.9.2 It is noted that the vehicle delivery and return shall be at the agreed designated place. Whereupon the vehicle shall be checked jointly by the Stats SA representative on both the delivery and collection of such vehicles. The pre-rental check/inspection and post check/inspection reports shall be signed by both parties.
- 5.9.3 The vehicle shall be deemed to have been delivered in good order and without any damage to inter alia the paint work, upholstery and accessories, unless such damage is recorded in writing and signed

by the Stats SA driver/representative in the rental vehicle condition report and pre-inspection report prior to delivery.

- 5.9.4 The Service Provider shall ensure that the vehicles supplied in terms of this agreement shall be in good condition, free of defects, including but not limited to: worn tyres, dents, rust, and damage to window glass, defective engine and / or other mechanical components, fair wear and tear accepted.
- 5.9.5 Where a vehicle is returned within normal business hours in the absence of signed pre and post vehicle inspection forms signed by Stats SA's driver(s), the Service Provider will nullify any claim submitted to Stats SA and where a vehicle(s) is returned after business hours, it shall be the responsibility of the Service Provider to make contact (either telephonically or otherwise) with Stats SA the following day for the confirmation of post inspection details on a form.
- 5.9.6 In the event that the requested vehicle group/class is not available, the Service Provider may, where possible, provide an upgrade at no additional cost to Stats SA.
- 5.9.7 All vehicles shall be checked against the standard quality check procedure prior to every delivery of vehicle, and proof of such must be provided by the Service Provider.
- 5.9.8 Fuel cards which have the restricted facility only for fuel, toll, oil and car wash services for all vehicles hired for the duration of the contract shall be provided. All vehicles provided must have full tank of fuel when delivered or collected. Monetary value on fuel cards for sedans must be R5000 and bakkies R10 000 per month with an option of top ups during the month.
- 5.9.9 The parties agree that upon delivery of the vehicles at whatever location that the rates provided are exclusive of delivery charges where applicable and agrees that the applicable waivers and cost thereof are to be included in the rates.
- 5.9.10 Where the fuel card cannot be used at toll gates the provision of e tags must be provided.

## **5.10 Use of vehicle(s)**

- 5.10.1 Stats SA warrants that the vehicle shall only be utilised for the rental period or any extended period and in accordance with standard terms and conditions as contained in the services provider's rental agreement.
- 5.10.2 During the rental period, the vehicle shall not be used:
  - 5.10.2.1 as a public transport or conveyance of unauthorised passengers;
  - 5.10.2.2 to propel any vehicle, including any caravan or trailer unless authorised and agreed upon by both parties;
  - 5.10.2.3 to transport goods in violation of any customs laws or in any other illegal manner;
  - 5.10.2.4 in any motor sport or similar high-risk activity;
  - 5.10.2.5 beyond the borders of the Republic of South Africa; and
  - 5.10.2.6 In any area where there is a risk of accidents due to civil unrest, political disturbances or riot or any activity associated with any of the foregoing if it is known to Stats SA. In cases of unknown activities Stats SA must be notified immediately and/or within reasonable time by the Service Provider.
- 5.10.3 Stats SA shall take reasonable steps to safeguard the vehicles in a secured place when the vehicles are not in use.

- 5.10.4 Stats SA shall ensure that the keys are properly kept in a reasonable safe place when the vehicle is not in use.
- 5.10.5 Despite the term of rental and frequency of rental, rented vehicles shall remain the Service Provider's property.
- 5.10.6 Only the authorised driver/additional driver as stipulated in the rental agreement shall drive the vehicle.
- 5.10.7 Stats SA and/or the driver shall always display an absolute duty of care towards the Service Provider in respect of the vehicle and shall ensure that the vehicle is used on suitable roads and conditions as in accordance with the type of the vehicle rented.

### **5.11 Accidents/damages/missing vehicle accessories**

- 5.11.1 Stats SA shall ensure that all its drivers complete the Service Provider's accident/damage form, pre- and post-inspection forms when collecting and returning the vehicle indicating any defects/damages or missing accessories.

### **5.12 Procedures in the event of an incident involving the vehicle**

- 5.12.1 If at any time the vehicle is damaged, stolen or lost, Stats SA and/or the driver shall take every reasonable precaution to safeguard the interest of the Service Provider including but not limited to the following where appropriate:
- (a) notify the Service Provider within a reasonable time of becoming aware of the occurrence and shall within forty-eight hours (48) of the occurrence of the incident complete and furnish the Service Provider with a standard claim form together with a copy of his/her driver's licence and where feasible provide the Service Provider with a South African Police Service case number;
  - (b) obtain the names(s) and addresses of everyone involved and if possible, witnesses;
  - (c) not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability **unless advised doing so by the Attorneys of Stats SA in which case Stats SA shall be entitled to claim the settlement amount from the Service Provider and/ its insurer;**
  - (d) make reasonable and adequate provision for the safety and security of the vehicle and in the event of life-threatening situations may abandon the vehicle for his/her safety and security; and
  - (e) Stats SA and the Service Provider shall co-operate with its insurer in any investigation, making or instituting of any claim or action and the defence of any prosecution claim or action relating to the incident, including the making of an affidavit if requested to do so.

### **5.13 Waivers**

- 5.13.1 Stats SA accept the super waivers, which limits the liability in the event of an occurrence, except in instance of breach, as contained in **Annexure C** of this agreement, as and when they are required for a particular rental period or project.

## 5.14 Comprehensive Insurance and Third-party insurance

- 5.14.1 The Service Provider shall at his own cost, effect a Comprehensive Motor Insurance Policy (CMIP) that provides Third Party Liability coverage to Stats SA in respect of damage to property of third parties as a result of an incident involving the Stats SA driver during the rental period. This coverage shall be limited to R6 000 000 (Six million rand) per occurrence and public liability of R 20 million.
- 5.14.2 The Service provider shall be solely responsible for management, handling, and settlement of all insurance claims arising from the operation of the fleet services provided under this Agreement, to the extent that such claims fall within the Service provider's contractual and insurance obligations.
- 5.14.3 Stats SA shall submit all insurance-related claims directly to the Service Provider.
- 5.14.4 The Service Provider shall not instruct, advice, or permit any third-party to pursue or recover any claim directly from Stats SA where such claim falls within the Service Provider's responsibility under this Agreement. The Service Provider shall ensure that all such claims are directed to the Service provider or its insurer for handling.
- 5.14.5 In the event that Stats SA receives any demand, notice, summons, or any other legal processes from a third-party relating to a claim for which the Service Provider is responsible, Stats SA shall promptly forward such documentation to the Service provider. Upon receipt, the Service Provider shall assume responsibility for the defence, management, and settlement of the claim and shall take all necessary steps to protect Stats SA from liability, subject to the terms of this Agreement.
- 5.14.6 The Service Provider shall indemnify and not hold Stats SA liable for any losses, damages, liabilities, costs, or legal expenses incurred as a result of the Service Provider's failure to manage or settle claims in accordance with this clause, except to the extent that such liability arises from Stats SA's own negligence (excluding negligent driving) or wilful misconduct.
- 5.14.7 The existence of the CMIP in no way negates, reduces or overrides Stats SA liabilities or obligations in terms of the rental agreement and the facility agreement.
- 5.14.8 The coverage is conditional upon adherence to the terms and conditions of the rental agreement.
- 5.14.9 With regard to self-insured vehicles Stats SA will not be held responsible and liable for any third-party claim or public liability claim. The service provider will be liable for such.
- 5.14.10 The excess amount for each category of vehicles is capped at 5 % of the book value of the vehicle
- 5.14.611The comprehensive insurance and self-insurance must cover for any unforeseen eventualities and must include the following:
- a) Accidents both minor and major
  - b) Damage and loss to tyre, rims and hubcaps
  - c). Windscreen damage and chips
  - d) Roadside service including towing for all instances
  - e) Cosmetics damages
  - f) Hail damage
  - g) Third party and public liability cover

## **5.15 Repairs, Service and Maintenance**

- 5.15.1 The Service Provider shall ensure that vehicles are maintained/serviced/repaired at regular intervals at no additional costs to Stats SA, if Stats SA shall return the vehicle to the Service Provider timeously for this purpose. If the vehicle is not returned timeously for this purpose, Stats SA shall be liable for any associated costs relating to the service overdue compliance.
- 5.15.2 Stats SA shall provide the Service Provider upon request the kilometre reading per vehicle. When service due notifications reflect, the driver and / or Stats SA shall immediately inform the Service Provider thereof.
- 5.15.3 The Service Provider shall make a replacement vehicle available in the event of routine maintenance repairs and inspections.
- 5.15.4 The Service Provider shall ensure that all vehicles supplied is covered by a maintenance and warranty plan for the duration of the rental and therefore any routine maintenance and repairs must be covered by this plan
- 5.15.5 The Service Provider must have a reliable network of repairs & maintenance Service Providers (merchants) with a national footprint to cater for these services.
- 5.15.6. It is the responsibility of the appointed service provider to ensure timeous payment of third party or merchants to prevent detention of the vehicles.

## **5.16 RETURN OF VEHICLE**

- 5.16.1 The Service Provider shall collect the vehicle on the agreed return date and time as indicated in the rental request form, provided that the driver /additional driver is on time and arrives for the said collection and provided further that the collection time is within normal business hours, failing which the rental agreement will remain open until the vehicle is returned to the Service Provider by Stats SA;
- 5.16.2 Notwithstanding the provision of clause 5.16.1 above, Stats SA will be required to validly extend the rental period together with the necessary reference number and authorisation and documentation as proof thereof.
- 5.16.3 The risk of loss or damage to the vehicle shall remain with Stats SA until such time that the keys and the vehicle have been handed over to the Service Provider or his authorised representative and the signing of the handing over documents.
- 5.16.4 The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted. The post check shall be signed by both parties with colour photos
- 5.16.5 If the driver returns the vehicle to any renting branch of the Service Provider he/she must ensure that the vehicle is properly locked, secured and hand the keys to an authorised representative of the Service Provider.

## **5.17 FUEL CARD AND FUEL MANAGEMENT**

- 5.17.1 The solution must include the provision of fuel, oil, toll charges and car wash.

- 5.17.2 Should a card be unfunctional or not be issued within the required timeframe, the Service Provider must immediately provide alternative arrangements acceptable to Stats SA for refuelling the vehicle.
- 5.17.3 The Service Provider **shall not** charge Stats SA for the cost of replacement cards or the distribution thereof
- 5.17.4 Identification of risks related to fuel cards and fuel transactions and the management and verification of all fuel transactions and the management of transaction flows to proactively prevent any fuel fraud taking place
- 5.17.5 Provide a detailed Management usage reports highlighting any exceptions / suspected abuse.
- 5.17.6 The following will be for the account of the Service Provider:
- a. Any card issued with incorrect details.
  - b. Any card transactions done after Stats SA submitted a request to cancel a card.
  - c. The provision of a replacement card required by the end user in Stats SA due to the issued card becoming unusable due to overuse, malfunction or any other reason.
- 5.17.7 Stats SA will refute a claim for payment where:
- a. There is a possibility that the transaction may be illegal / unlawful.
  - b. Claim for a fuel transaction where more litres of fuel were dispensed than is illustrated by the tank capacity printed on the card plus 10%; or
  - c. It relates to purchases other than fuel, oil or toll fees; or
  - d. The odometer reading has not been submitted; or
  - e. An invalid card had been used.
  - f. A cancelled card is used.
  - g. The price charged is more than a price considered reasonable for that type of fuel, oil or toll.

## **6. RESPONSIBILITIES OF STATS SA**

- 6.1 Stats SA shall provide the Service Provider with necessary existing information relating to the vehicle required, contact person in each area / province or region, as well as Stats SA's internal procedures and directives regulating transport within Stats SA.
- 6.2 Stats SA hereby authorises the Service Provider to provide confirmation of booking. This will also apply to extension bookings made on existing projects where a physical copy of extension order would need to be submitted prior to the expiry of the order for it to be actioned.

### **6.3 Driver**

Stats SA warrants that,

- 6.3.1 The vehicle may not be driven by any person under the age of eighteen (18) and/or who has not been in possession of a valid unendorsed driver's license for at least one (1) year.

6.3.2 Stats SA's driver/additional driver warrants that he/she is entitled and authorised to enter into the rental agreement on behalf of Stats SA and that all particulars given to the Service Provider and/or recorded on the rental agreement are true and correct.

#### **6.4 Stats SA and driver's risks and liabilities**

6.4.1 The Service Provider may charge Stats SA the actual amount of the loss or damage suffered if the loss or damage has occurred in a situation where no physical contact is made with another vehicle, animal, object or person, in or on the road surface used. Such cost must be determined after the investigation is finalised by both Stats SA and the Service Provider to determine liability.

6.4.2 If the vehicle is damaged, stolen or lost in a situation where there was a breach of any of the terms and conditions of this agreement, Stats SA will be liable for the total loss and/ or damage suffered by the Service Provider irrespective if the waivers were taken or not. Such cost must be determined after the investigation is finalised by both Stats SA and the Service Provider to determine liability.

6.4.3 Stats SA is liable for all tolls, fines and or/ penalties incurred during the rental period and hereby authorise the Service Provider to disclose any information required by a relevant authority to process it.

### **7. RENTAL RATES AND CHARGES**

7.1 Stats SA agrees to pay the Service Provider the rental rates plus all other charges as submitted in the Service Provider's bid document.

7.2 In determining the rental charges the distance travelled by the vehicle, where required, shall be determined from the vehicle odometer or if this is not possible for any reason, the Service Provider in its sole discretion, on any other fair and reasonable basis and Stats SA shall be obliged to provide all such information and assistance as the Service Provider may require for that purpose. If the odometer has been tampered with, Stats SA must be immediately notified and the kilometres travelled must be derived from the tracking device to determine the accurate kilometres travelled.

7.3 Toll fees: the actual toll fees incurred, and transactional / admin fees will be billed supported by toll statement

7.4 Car wash and valet fees: the actual cost of the car wash supported by the car wash service providers invoices and for valet condition report and colour photos

7.5 Damage/accident cost: actual cost, claim fee, assessor fee and excess amount all supported by documents

7.6 Fuel cost: actual fuel, oil, transaction, card admin, refuelling and refuelling admin costs all supported by bank statement

7.7 Traffic fine administration fee and not the actual traffic fine cost

7.8 Excess kilometres cost supported by documents

7.9 Rental cost that is inclusive of vat, tracker, insurance, contract fee, tourism levy, carbon emission tax and 100km free. All supported by documentations

7.10 Cost which are billed from the exclusions rate sheet must be billed only if it was prior approved

## 8. PAYMENTS AND FEES

- 8.1 Payments shall be made in terms of rental rates and insurance excess fee submitted with a bid proposal by the Service Provider marked as **Annexure D** (VAT inclusive) and the price will increase subject to CPI.
- 8.2 Payment shall be made upon production of a valid tax invoice detailing the invoice number and order/request number, details of the driver (including the initials and surname of the driver), rental period and originating branch. Such tax invoice shall be accompanied by copies of Stats SA's order form, rental agreement, toll fee report, fuel fill-up report, documented proof where excess kilometres are charged and any other supporting documents that will provide proof of expenditure billed for as proof of services rendered to Stats SA.
- 8.3 Stats SA shall pay for fuel, toll, oil fees and car wash payments only purchased with the fuel card. No other item shall be paid for if purchased with the fuel card.
- 8.4 Short term, medium term and Long-term rentals shall be invoiced monthly unless otherwise prior arrangements are made with Accounts Payable section.
- 8.5 Payments shall be made within thirty (30) days after receipt of a valid tax invoice with all supporting documents as stipulated in 8.2. above. Payments shall be affected electronically to the account provided by the Service Provider on the Central Supplier Database held by National Treasury.
- 8.6 All queries need to be raised and resolved by both parties within fourteen (14) business days from the date of receipt of the invoices.
- 8.7. All accident /theft charges, fuel charges and rental charges must be billed on a separate invoice and not on the rental invoice with supporting documents.
- 8.8. Claims for damages must include all signed documents, rental agreement, signed by both parties- pre and post inspection sheet, Driver damage claim form, repair invoice, assessor report for damages exceeding R10 000, Stats SA order form, colour photos of damage, three written quotes for damages above R10 000, salvage invoice, driver license, Insurance letter if claim is declined and any other documentation deemed necessary.

## 9. BREACH

- 9.1 In the event that either party fails to perform any of its duties or responsibility as contained in this agreement, the aggrieved party shall give a written notice to the defaulting party, calling upon them to rectify their default within three (3) business days.

### 9.1.1. Penalty for material breach

**Without prejudice to Stats SA's other rights under this Agreement, if the Service Provider commits a material breach of any obligation (including but not limited to failure to provide vehicles that comply with clause 5.4, failure to meet roadside assistance timeframes in clause 5.5.11, or failure to submit accurate management reports under clause 5.7), Stats SA may, in addition to any other remedy, impose a penalty of R 5 000.00 (Five Thousand Rand) per**

**occurrence for each day the breach remains uncured after the expiry of the 3-business day rectification period in clause 9.1. Such penalty may be deducted from any amounts due to the Service Provider. Repeated breaches of the same obligation within any six-month period may result in an increased penalty of R 10 000.00 (Ten Thousand Rand) per day upon written notice from Stats SA.**

- 9.2 In the event that the defaulting party fails to rectify the default within the period provided, the aggrieved party shall hold them in breach of the agreement and the aggrieved party may:
- 9.2.1 cancel this agreement without any further notice; and /or
  - 9.2.2 institute legal proceedings for damages.
- 9.3 This Agreement may be terminated summarily by Stats SA:
- 9.3.1 If the Service Provider is sequestrated/liquidated (whether provisionally or finally) or placed under curatorship or similar disability;
  - 9.3.2 In any circumstances justifying such termination at common law.

## **10. TERMINATION OF AGREEMENT**

- 10.1 Notwithstanding the provisions contained in clause 9, this agreement may be terminated by either party by giving a one (1) month written notice.
- 10.2 In the event that Stats SA submits a notice in terms of clause 10.1, Stats SA shall settle all outstanding payment due to the other party as at that date within thirty (30) days after submitting the said notice.
- 10.3 In the event that the Service Provider submits a notice in terms of 10.1 above, the Service Provider shall be responsible for the costs of ensuring the continuity of the service in question.

## **11. INDEMNITY OF THE SERVICE PROVIDER**

- 11.1 Neither the Service Provider nor any of its directors, officers, employees, servants or agents shall be liable for any loss or damage whether direct or indirect as a result of or otherwise arising from the rented vehicle by Stats SA if such loss or damage was not caused as a result of the negligence of the Service Provider.

## **12. FORCE MAJEURE**

- 12.1 In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either Party by reason of, but not limited to, war, riot, accident, fire, industrial action, floods and/or other natural disaster, embargo, legislation, government interference or control, any natural disaster, epidemic or pandemic, load shedding or any other cause or contingency beyond the control of that Party, then such performance or failure to fulfil its obligations shall be deemed not to be a breach of this Agreement.
- 12.2 In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond either Party's reasonable control, and for a continuous period of thirty (30) Business Days then either

Party may, at its discretion, terminate this Agreement by notice in writing to the other Party at the end of that period.

- 12.3 Each Party shall be placed in the position, as far as possible, that existed prior to the event of force majeure.

### **13. CONFIDENTIALITY**

- 13.1 The parties undertake, during the existence of this agreement and after its termination, not to disclose in any manner whatsoever any information gathered or obtained by virtue of involvement in work performed under the agreement, except in fulfilment of such party's obligations under the agreement.
- 13.2 All information gathered, obtained or known by virtue of involvement in work performed under the agreement shall be deemed to be of commercial value and the parties and the persons under their control shall exercise due care and diligence in managing such information.
- 13.3 Any unlawful and unauthorised disclosure of information contrary to the terms of this agreement may result in termination of the agreement, forfeiture of the remaining moneys payable under this agreement and the institution of legal proceedings.
- 13.4 The parties accept responsibility for any person under their control in the event of such unauthorised disclosure of information.
- 13.5 The Service Provider undertakes not to access data held by Stats SA, either through computer or other connectivity to the data, unless such access is authorised by Stats SA or necessary in the course and scope of service.

### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

- 14.1 This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. In the event of any dispute or difference arising between the parties hereto relating to or arising out of this agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this agreement, the parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within fourteen (14) days, the said dispute or difference shall be submitted for arbitration in Pretoria in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.
- 14.2 Notwithstanding anything to the contrary anywhere else in this agreement, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of appropriate proceedings for the enforcement of any rights under this agreement.
- 14.3 The parties undertake to keep the arbitration, including the subject matter of Arbitration and evidence heard during arbitration, confidential and not to disclose it to anyone except for the purposes of an order to be made in terms of clause 14.4.
- 14.4 The decision of the arbitrator shall, in the absence of manifest error, be final and binding on the parties to the arbitration and may be made an order of court at the instance of any party to the arbitration.

## 15. CESSION

- 15.1. No party shall have the right to cede, assign or delegate any of its rights or obligations in terms of this Agreement to a third party without prior written consent of the other party.
- 15.2 Each party warrants that it is not acting as an agent for an undisclosed principal.

## 16. DOMICILIUM CITANDI ET EXECUTANDI

- 16.1 The parties choose as their *domicilium citandi et executandi* for all purpose under this agreement, whether in respect of court process, notices or other documents of whatsoever nature, the addresses set out below:

- 16.1.1 Statistics South Africa  
Koch Street  
Isibalo House  
Salvakop  
Pretoria  
0002

- 16.1.2 Service Provider

- 16.2 Any notice or communication required or given in terms of this agreement shall be effective only if reduced to writing and served to the other party.
- 16.3 Either party may change its chosen *domicilium citandi et executandi* by way of written notification to the other party, provided that the aforesaid change shall become effective on the seventh (7th) business day calculated from the effective communication of the change to the other party.

## 17. GENERAL

- 17.1 This agreement embodies the entire undertaking of the parties and there are no undertakings, terms and conditions or obligations oral or written, expressed or implied other than those contained herein including annexure schedules and addendum attached hereto.
- 17.2 All previous agreements and arrangement in respect of the subject matter of this agreement if any made between Stats SA and the Service Provider are hereby cancelled but without prejudice to any rights which have already accrued to any party.
- 17.3 This agreement will only be deemed amended if such amendment is reduced to writing and signed by both parties.
- 17.4 Each provision of this agreement is entirely severable and if any term or provision of this agreement is found to be void, illegal or unenforceable, the remaining terms and provisions hereof shall remain binding on both parties.

17.5 Any waiver of any term or condition of this agreement shall be of no force or effect unless reduced to writing and duly signed by the waiving party.

17.6 All of the provisions of the rental agreement shall be severable and no provision shall be affected by the invalidity of any other provision of this agreement. If any part or portion of this rental agreement has been deemed to have been struck out and/or be declared a prohibited practice or the like terms of the Competition Act, the Consumer Protection Act, the National Credit Act or other legislation the effect of which is to adversely affect the rights of the Service Provider to receive payment of any nature or enforce its rights the parties will favour an interpretation placing them substantially in the same position as they were before or as similar to that as possible.

**THUS DONE AND SIGNED AT PRETORIA ON THIS ..... DAY OF ..... 2026**

**SIGNATURE:** .....

**FULL NAMES**.....

**FOR AND ON BEHALF OF STATISTICS SOUTH AFRICA DULY AUTHORISED/ DELEGATED  
ISIBALO HOUSE  
KOCH STREET  
SALVOKOP  
PRETORIA  
0002**

<b>WITNESS1</b>	<b>WITNESS 2</b>
<b>Full Names</b> .....	<b>Full Names</b> .....
<b>Signature</b> .....	<b>Signature</b> .....
<b>Date</b> .....	<b>Date</b> .....
<b>Contact Details</b> .....	<b>Contact Details</b> .....

**THUS DONE AND SIGNED AT ..... ON THIS ..... DAY OF..... 2023**

**SIGNATURE:** .....

**FULL NAMES** .....

**FOR AND ON BEHALF OF SERVICE PROVIDER DULY AUTHORISED/DELEGATED**

Full Names.....	Full Names.....
Signature .....	Signature .....
Date.....	Date.....
Contact Details.....	Contact Details.....

## ANNEXURE B

### PROVISION OF HIRED VEHICLES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

ITEM NO.	CATEGORIES OF TYPE OF VEHICLES REQUIRED	ENGINE CAPACITY
1	HYBRID HATCHBACK	1.0 - 2.0
2	HYBRID SUV	1.0 - 2.5
3	HATCHBACK	1.0 - 2.0
4	SEDAN	1.0 - 2.0
5	LUXURY SEDAN	1.0 - 3.0
6	SMALL TO MEDIUM SUV	1.0 - 1.8
7	HIGH LEVEL SUV	2.0 - 2.5
8	BAKKIE 4X2 SINGLE CAB	2.0 - 2.5
9	BAKKIE 4X2 DOUBLE CAB	2.0 - 2.7
10	BAKKIE 4X2 EXTENDED CAB: S/C	2.0 - 2.5
11	BAKKIE 4X4 SINGLE CAB	2.0 - 2.5
12	BAKKIE 4X4 DOUBLE CAB	2.0 - 2.7
13	BAKKIE 4X4 EXTENDED CAB: S/C	2.0 - 2.5
14	PANELVAN	1.0 - 2.0

15	<b>KOMBI 8 SEATER: WITH DRIVER</b>	
16	<b>KOMBI 10 SEATER: WITH DRIVER</b>	
17	<b>KOMBI 12 SEATER: WITH DRIVER</b>	
18	<b>KOMBI 14 SEATER: WITH DRIVER</b>	
19	<b>KOMBI 16 SEATER: WITH DRIVER</b>	
20	<b>KOMBI 8 SEATER: WITHOUT DRIVER</b>	
21	<b>KOMBI 10 SEATER: WITHOUT DRIVER</b>	
22	<b>KOMBI 12 SEATER: WITHOUT DRIVER</b>	
23	<b>KOMBI 14 SEATER: WITHOUT DRIVER</b>	
24	<b>KOMBI 16 SEATER: WITHOUT DRIVER</b>	
25	<b>22 SEATER BUS WITH DRIVER</b>	
26	<b>30 SEATER BUS WITH DRIVER</b>	
27	<b>48 SEATER SEMI LUXURY BUS WITH DRIVER</b>	
28	<b>48 SEATER LUXURY BUS WITH DRIVER</b>	
29	<b>60 SEATER SEMI LUXURY BUS WITH DRIVER</b>	
30	<b>60 SEATER LUXURY BUS WITH DRIVER</b>	
31	<b>65 SEATER SEMI LUXURY BUS WITH DRIVER</b>	
32	<b>65 SEATER LUXURY BUS WITH DRIVER</b>	
33	<b>22 SEATER BUS WITHOUT DRIVER</b>	
34	<b>30 SEATER BUS WITHOUT DRIVER</b>	
35	<b>48 SEATER SEMI LUXURY BUS WITHOUT DRIVER</b>	
36	<b>48 SEATER LUXURY BUS WITHOUT DRIVER</b>	
37	<b>60 SEATER SEMI LUXURY BUS WITHOUT DRIVER</b>	
38	<b>60 SEATER LUXURY BUS WITHOUT DRIVER</b>	
39	<b>65 SEATER SEMI LUXURY BUS WITHOUT DRIVER</b>	
40	<b>65 SEATER LUXURY BUS WITHOUT DRIVER</b>	
41	<b>80-100 SEATER SEMI LUXURY BUS WITH DRIVER</b>	
42	<b>80-100 SEATER LUXURY BUS WITH DRIVER</b>	
43	<b>1 TON CLOSED TRUCK WITH DRIVER</b>	
44	<b>2 TON CLOSED TRUCK WITH DRIVER</b>	
45	<b>4 TON CLOSED TRUCK WITH DRIVER</b>	
46	<b>8 TON CLOSED TRUCK WITH DRIVER</b>	

## **ANNEXURE C**

### **1. ACCEPTANCE OF WAIVERS (Limited liability waivers)**

- 1.1 Car rental vehicles have twelve (12) months or 110 000 (One hundred and ten thousand) kilometres for Sedans/Hatchbacks and 210 000 (Two hundred and ten thousand) kilometres for commercial vehicles after which they go into the second-hand market thus vehicles that are incorrectly repaired can result in a loss of revenue for the Service Provider.
- 1.2 The rental billing must stop whilst the vehicle stands in the panel shops.
- 1.3 The rental agreement will terminate when the car keys have been returned with the vehicle in the same condition as was delivered. In the event the vehicles were involved in an accident, the rental agreement must be closed, and a replacement vehicle must be issued.
- 1.4 The parties hereby agree that the Service Provider's panel shop be used for repairs of damages to vehicle.
- 1.5 Stats SA reserves the right to appoint independent assessors, the cost of which will be for the account of Stats SA. Such assessors must be appointed, and the vehicle be inspected within two (2) working days, failing which it will be deemed that Stats SA have waived their right to do so.

### **2. ACCEPTANCE OF WAIVERS (Liabilities liability waivers)**

- 2.1 The vehicle will be assessed by the Service Provider.
- 2.2 In case of accident of the hired car, the rental agreement will not terminate for the period that the vehicle will be in the panel shops, provided that the Service Provider, provides a replacement car to Stats SA if the rental agreement terms and conditions have not been breached. Refer to clause 3.2.
- 2.3 The rental agreement will terminate when the car keys have been returned with the vehicle. If a replacement vehicle has been provided subject to Stats SA authorisation, a new rental agreement must be entered into and signed by the driver on behalf of Stats SA for the replacement vehicle while the vehicle is in the Service Provider's panel shop for repairs.

### **3. ACCEPTANCE OF SUPER COLLISION DAMAGE AND SUPER THEFT WAIVERS:**

- 3.1 The Service Provider accepts use of vehicles on gravel roads, however, and in this regard, Stats SA and/or the driver shall always display an absolute duty of care towards the Service Provider in respect of the vehicle.

- 3.2 A damage report form or vehicle theft report form provided by the Service Provider shall be completed by the responsible person from Stats SA regarding any and all accident damage and incidents of theft. Incomplete claim form shall not be accepted as fulfilment of this obligation.
- 3.3 The risk of loss or damage to the vehicle shall remain at Stats SA until such time as Stats SA have delivered the forms as mentioned in clause 3.4 within five (5) working days from the date of the incident. The only exception/variation in this regard will be the incapacity by the driver of the vehicle due to serious injury or death. In this instance the Service Provider will accept a police report or an official letter provided by Stats SA.
- 3.4 Stats SA acknowledges and agrees that all information obtained from devices installed in the vehicles may be used by the Service Provider as evidence to determine or prove a breach of contract.

#### **4. DAMAGE AND/OR THEFT WAIVERS DO NOT COVER:**

- 4.1 damage and/or total loss sustained whilst driver is in breach of any applicable South African laws or ordinances (including Speeding)
- 4.2 damage and/or total loss sustained where the incidents are not reported. Damage and/or total loss sustained where the incident takes place outside the country in which the vehicle was rented unless prior written authority for the vehicle to be taken outside such country has been obtained.
- 4.3 damage and/or total loss sustained if at any time the vehicle is driven by an authorised driver.
- 4.4 damage and/or total loss sustained where the driver did not have a valid driver's licence at the time the damage or loss was sustained.
- 4.5 damage and/or total loss sustained where an extension of the rental agreement is not authorised by the Service Provider and where the rental period has expired.
- 4.6 the vehicle (at the time of damage or total loss) was being driven by any person whose blood alcohol concentration exceeded the limit permitted by any law or regulation or whilst under the influence of intoxicating liquor, narcotic drugs or similar substances.
- 4.7 the driver was in breach was in breach of any of the terms and conditions of rental.

#### **ANNEXURES TO BE SUBMITTED TO THE SLA:**

1. Annexure A- Board of Resolution
2. Annexure B – Vehicle Category (Already included to this SLA)
3. Annexure C – Waivers (Already included to this SLA)
4. Annexure D – Rental rates (Attached to the bid pack as Annexure C)