



Council for Quality Assurance in  
General and Further Education and Training

## **REQUEST FOR PROPOSAL FOR THE PROVISION OF TRAVEL MANAGEMENT FOR THE PERIOD OF 3 YEARS**

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**UMALUSI (16-17) T0005**

**Date Issued: 13 January 2017**

**Erratum Issued: 27 January 2017**

**1<sup>st</sup> Compulsory Briefing Session: 18 January 2017  
at 12:00**

**2<sup>nd</sup> Compulsory Briefing Session: 7 February 2017  
at 12:00**

**Closing date and time: 24 February 2017 at 12:00**

**Bid Validity Period: 180 days**

**TENDER BOX ADDRESS:**

37 General Van Ryneveld Street, Persekor TechnoPark  
Pretoria, Gauteng Province, South Africa

**NB. On the last page of this document the bidder needs to declare and indicate  
that they have read and understood the document in full.**

**Faxed, emailed bids will not be accepted, only hand delivered and couriered  
original proposals will be accepted.**

Whilst all reasonable steps are taken to ensure the accuracy and integrity of the information contained herein, Umalusi accepts no liability or responsibility whatsoever if the information is, for whatsoever reason, incorrect and Umalusi reserves its right to amend any incorrect information.

37 General van Ryneveld Street, Persekor Technopark, Pretoria, South Africa  
PostNet Suite 102, Private Bag X1, Queenswood, 0121, Pretoria, South Africa Tel: +27 (12) 349 1510 Fax: +27 (12) 349 1511

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMALUSI COUNCIL

BID NUMBER: **UMALUSI (16-17) T0005**      CLOSING DATE: **24 FEBRUARY 2017**

CLOSING TIME: **12:00**

DESCRIPTION: **THE PROVISION OF TRAVEL MANAGEMENT FOR A PERIOD OF 3 YEARS**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).**

DEPOSITED IN THE BID BOX SITUATED AT: **Umalusi 37 General Van Reyneveld Street, Persequor TechnoPark Pretoria, Gauteng Province, South Africa.**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open from 07:30 – 16:00 (Monday to Friday)

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE CODE.....NUMBER.....

E-MAIL

ADDRESS.....

VAT  
REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)  
YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)  
YES or NO

IF YES, BY WHOM WAS THE CERTIFICATE ISSUED?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT  
(CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM  
(SANAS); OR

A REGISTERED AUDITOR  [TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO  
QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?  
YES or NO [IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER  
.....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Umalusi Council**

**Contact Person: Supply Chain Management Office**

**Tel: (012) 349 1510 Extension 354**

**E-mail address: [tenders@umalusi.org.za](mailto:tenders@umalusi.org.za)**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number: <b>UMALUSI (16-17) T0005</b>
Closing Time <b>12:00</b>	Closing date: <b>24 FEBRUARY 2017</b>

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? YES/NO
- If not compliant to specification(s), indicate deviation(s) .....
- Period required for delivery .....
- Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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/adjudicating 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, shareholder<sup>2</sup>):  
.....
  - 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 attach 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**

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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, 2011.**

**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 R1 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **"non-firm prices"** means all prices other than "firm" prices;
- (m) **"person"** includes a juristic person;

- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor's 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;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### **4. POINTS AWARDED FOR PRICE**

#### **4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

#### **90/10**

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

Where

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

$P_t$  = Comparative price of bid under consideration

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

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

8.1.1 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.

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:

9.2 VAT registration number: .....

9.3 Company registration number: .....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

.....

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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 to:

- (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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b> .....</p> <p>.....</p> <p>.....</p>
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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

#### CERTIFICATION

I, the undersigned (full name) .....  
**certify that the information furnished on this declaration form is true and correct.**

**I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

<sup>2</sup> **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- <sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms

of the Prevention and Combating of Corrupt Activities Act No 12 of 2004  
or any other applicable legislation.

.....  
Signature Date

.....  
Position Name of Bidder

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of

the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

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

**5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**Insurance**

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

**Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

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

**23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## TERMS OF REFERENCE

### 1. INTRODUCTION

Umalusi is a Schedule 3A Public Entity that sets and monitors standards for general and further education and training in South Africa in accordance with the National Qualifications Framework Act No 67 of 2008 and the General and Further Education and Training Quality Assurance Act No 58 of 2001 as amended. The Council is tasked with the development and management of a sub-framework of qualifications for general and further education and training and for the attendant quality assurance. More information can be obtained from [www.umalusi.org.za](http://www.umalusi.org.za)

### 2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to Umalusi for a period of three (3) years.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities required of the potential bidder by Umalusi for the provision of travel management services to Umalusi.

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

### 3. DEFINITIONS

**Accommodation** means the rental of lodging facilities for persons while away from one's place of abode, but on authorised official duty.

**After-hours service** refers to an enquiry or travel request that is actioned after normal working hours.

**Air travel** means travel by airline on authorised official business.

**Authorising Official** means the employee who has been delegated to authorise travel in respect of travel requests and expenses, e.g. line manager of the traveller.

**Car Rental** means the rental of a vehicle for a short period of time for a traveller for official purposes.

**Public Entity** means the organ of state that requires the provision of travel management services.

**Domestic travel** means travel within the borders of the Republic of South Africa.

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

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

**International travel** refers to travel outside the SADC countries.

**Lodge Card** is a virtual card that is "lodged" with the travel management company (TMC) and/or with the in-house Online Booking tool, and serviced by Umalusi's supporting Bank.

**Management Fee** is the fixed negotiated fee payable to the Travel Management Company (TMC) in monthly instalments for the delivery of travel management services, excluding any indirect service fee not included in the management fee structure (visa, refund, frequent flyer tickets etc).

**Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and ensuring their satisfaction. It is determined by the organizational structure, policies, procedures, processes and resources needed to implement quality management.

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

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

**Shuttle Service** means the service offered to transfer a traveller from one point to another, for example from place of work to the airport.

**Third party fees** are fees payable to third party service providers that provides travel related services on an ad hoc basis that is not directly provided by the TMC. These fees include visa fees and courier fees.

**Transaction Fee** means the fixed negotiated fee charged for each specific service type e.g. international air ticket, charged per type per transaction per traveller.

**Traveller** refers to an Umalusi official, consultant or contractor travelling on official business on behalf of Umalusi.

**Travel Authorisation** is the official form utilised by Umalusi reflecting the detail and order number of the trip that is approved by the relevant authorising official.

**Travel Booker** is the person coordinating travel reservations with the TMC consultant on behalf of the traveller, e.g. the Umalusi employee assisting the traveller.

**Travel Management Company** or TMC refers to the Company contracted to provide travel management services (Travel Agents).

**Travel Voucher** means a document issued by the TMC to confirm the reservation and/or payment of specific travel arrangements.

**Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

**VAT** means Value Added Tax.

**VIP or Executive Service** means the specialised and personalised travel management services to selected Umalusi officials by a dedicated consultant to ensure a seamless travel experience.



#### **4. LEGISLATIVE FRAMEWORK OF THE BID**

##### **4.1. Tax Legislation**

Bidder(s) must be compliant when submitting a proposal to Umalusi and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

##### **4.2. Procurement Legislation**

Umalusi 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 the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

##### **4.3. Technical Legislation and/or Standards**

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

#### **5. BRIEFING SESSION**

Compulsory briefing session: 7 February 2017

Address: 37 General Van Reyneveld Street, Persequor TechnoPark, Pretoria, Gauteng Province, South Africa.

Time: 12:00

**NB: Bidders will not be allowed in after 12:15**

**NB: A maximum of two people per company will be allowed**

#### **6. TIMELINE OF THE BID PROCESS**

The period of validity of tender and the withdrawal of offers, after the closing date and time is 180 days. The project timeframes of this bid are set out below:

<b>Activity</b>	<b>Due Date</b>
<b>Advertisement of bid on Government e-tender portal / print media / Tender Bulletin</b>	13 January 2017
<b>1<sup>st</sup> Compulsory briefing and clarification session</b>	18 January 2017 at 12:00
<b>Erratum Issued</b>	27 January 2017
<b>2<sup>nd</sup> Compulsory briefing and clarification session</b>	7 February 2017 at 12:00
<b>Questions relating to bid from bidder(s)</b>	18 January 2017
<b>Bid closing date</b>	24 February 2017 at 12:00
<b>Notice to bidder(s)</b>	Umalusi will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at Umalusi's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Umalusi to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Umalusi extends the deadline for bid submission (03 February 2017 at 12:00) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 7. CONTACT AND COMMUNICATION

- 7.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Supply Chain Department via e-mail [tenders@umalusi.org.za](mailto:tenders@umalusi.org.za). Bidder(s) must submit all enquiries in writing to the above e-mail address. **Communication via any other channels other than the specified ones will lead to immediate disqualification of the supplier.**
- 7.2. The delegated office of Umalusi may communicate with bidder(s) where clarity is sought in the bid proposal.
- 7.3. Any communication to an official or a person acting in an advisory capacity for Umalusi in respect of the bid between the closing date and the award of the bid by the bidder(s) is prohibited.
- 7.4. Whilst all due care has been taken in connection with the preparation of this bid, Umalusi 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. Umalusi, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 7.5. If a bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Umalusi (other than minor clerical matters), the Bidder(s) must promptly notify Umalusi in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Umalusi an opportunity to consider what corrective action is necessary (if any).
- 7.6. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Umalusi will, if possible, be corrected and provided to all bidder(s) without attribution to the bidder(s) who provided the written notice.
- 7.7. 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.

#### **8. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

#### **9. COUNTER CONDITIONS**

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

#### **10. FRONTING**

- 10.1. Umalusi 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 Umalusi condemns any form of fronting.
- 10.2. Umalusi, 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 and Industry, 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 fourteen (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 (10) years, in addition to any other remedies Umalusi may have against the bidder / contractor concerned.

## 11. SUPPLIER DUE DILIGENCE

Umalusi reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

## 12. SUBMISSION OF PROPOSALS

12.1. Bid documents must be placed in the tender box at the aforesaid address on or before the closing date and time.

**12.1.1. Bid documents will only be considered if received by Umalusi before the closing date and time, regardless of the approved method used to send or deliver such documents to Umalusi.**

12.1.2. Proposals must be submitted in three (3) sealed envelopes clearly marked with the tender number, description and address together with a soft copy on a disk (CD) or memory stick. The first and second envelope must contain the technical bid proposal. The first envelope must be the original and the second must be a copy. The third envelope must contain the itemised quotation and all must be deposited in the tender box situated at the reception of Umalusi Council at the following address:

**37 General Van Ryneveld Street, Persequor TechnoPark, Pretoria, Gauteng Province, South Africa. Bidders must submit their proposals at the above address on/ before the closing date 13 February 2017 at 12:00. Office hours are between 07:30 and 16:00.**

<b>ENVELOPE 1 and 2 (TECHNICAL FILE)</b>	<b>ENVELOPE 3 (PRICE &amp; BBEE)</b>
<b>Exhibit 1: Pre-qualification documents</b>	<b>Exhibit 1: BBBEE Certificate</b>

<b>Exhibit 2:</b> <ul style="list-style-type: none"> <li>• <b>Technical Responses and Bidder Compliance Checklist for Technical Evaluation</b></li> <li>• <b>Supporting documents for technical responses.</b></li> <li>• <b>References/testimonials</b></li> </ul>	<b>Exhibit 2:</b> Pricing Schedule
<b>Exhibit 3:</b> <ul style="list-style-type: none"> <li>• <b>Company Profile</b></li> <li>• <b>Supplementary information</b></li> </ul>	<b>Exhibit 3:</b> <ul style="list-style-type: none"> <li>• Three (3) years audited/reviewed financial statements</li> </ul>
<b>Exhibit 4:</b> <ul style="list-style-type: none"> <li>• <b>General Conditions of Contract (GCC)</b></li> <li>• <b>Draft Service Agreement</b></li> </ul>	<b>SBD 3.1</b>

12.2. Bidders are expected to initial each page of the tender document on the bottom right hand corner.

### 13. PRESENTATION / DEMONSTRATION

Umalusi reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid process.

### 14. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of three (3) years with an option to renew in Umalusi's sole discretion on an annual basis with a maximum period of two(2) years on the same terms and conditions unless the parties agree otherwise.

## 15. SCOPE OF WORK

### 15.1. Background

Umalusi currently uses a certain TMC to manage the travel requisition and travel expense processes within the travel management lifecycle. The travel requisition process is currently a semi-automated process. The travel requisition is manually captured on forms that go through a manual authorisation approval procedure and are then forwarded to the Umalusi travel co-ordinator. The Umalusi's travel co-ordinator captures the requisition into the TMC which goes through an approval workflow process and then through to the travel management company for travel booking.

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Umalusi's primary objective in issuing this RFP is to enter into agreement with a successful bidder(s) who will undertake the following:

- a) Provide Umalusi with the travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels;
- b) Achieve significant cost savings for Umalusi without any degradation in the services;
- c) Appropriately contain Umalusi and the travellers' risk.

### 15.2. Travel Volumes

The current estimated Umalusi total number of service transactions and expenditure for the last twelve (12) months are given in the table below:

<b>Service Category</b>	<b>Estimated Number of Transactions per annum</b>	<b>Estimated Expenditure per annum</b>
Air travel - Domestic	3306	5 898 544
Air Travel - Regional & International	52	517 439
Car Rental - Domestic	1269	236 322
Car Rental - Regional & International	7	4 998
Shuttle Services - Domestic	39	15 681

<b>Service Category</b>	<b>Estimated Number of Transactions per annum</b>	<b>Estimated Expenditure per annum</b>
Accommodation - Domestic	8751	4 113 477
Accommodation - Regional & International	62	212 979
Transfers - Domestic	0	-
Transfers - Regional & International	0	-
Bus/Coach bookings	0	-
Train - Regional & International	0	-
Conferences/Events	27	1 394 029
After Hours	117	32 770
Parking	0	-
Insurance	88	11 160
Forex	0	-
<b>GRAND TOTAL</b>	<b>13 718</b>	<b>12 437 399</b>

Note: The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

### 15.3. Service Requirements

#### 15.3.1. General

The successful bidder will be required to provide travel management services. Deliverables under this section include without limitation, the following:

- a) The travel services will be provided to all travellers travelling on behalf of Umalusi. This will include officials, employees, contractors, consultants and clients where the agreement is that Umalusi is responsible for the cost of travel.
- b) An electronic tool is required to facilitate the process whereby Umalusi will provide the requisite information of the travellers to the TMC.

- c) The electronic tool is required to comply with the current Umalusi travel business processes.
- d) The electronic tool is required to facilitate the updating of Umalusi's travellers' profiles by Umalusi.
- e) The TMC must be familiar with current travel suppliers, negotiated agreements that are in place between Umalusi and third parties, as well as those negotiated by National Treasury.
- f) The TMC must be familiar with current National Treasury instruction No 03 of 2016/2017 and implementations of controls to ensure compliance.
- g) The TMC must assist in the management of third party service providers by addressing service failures and complaints against these service providers.
- h) The TMC must consolidate all invoices from travel suppliers.
- i) The TMC must provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- j) The TMC must provide the testimonials/reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to Umalusi.
- k) Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.
- l) Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.

Any penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.

#### 15.3.2. **Reservations**

The Travel Management Company will:

- a) Always endeavour to make the most cost effective travel arrangements.
- b) Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the travel booker of alternative plans that are more cost effective and more convenient where necessary.
- c) Obtain a minimum of three (3) price comparisons for all regional and international travel requests where the routing or destination permits.
- d) Book the negotiated discounted fares and rates where possible.
- e) Keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f) Respond and process all queries, requests, changes and cancellations timeously and accurately.
- g) Facilitate group bookings.
- h) Issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates.
- i) Advise the traveller of all visa and inoculation requirements well in advance.
- j) Assist with the issuing of travel insurance for international trips where required.
- k) The relevant information regarding visa applications must be supplied to the traveller(s) where visas will be required; however, visa applications will not be the responsibility of the TMC.

Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by Umalusi are **non-commissionable**, where commissions are earned for Umalusi bookings all these commissions should be returned to Umalusi on a monthly basis.

### 15.3.3. Air Travel

- a) The TMC must be able to book tickets on full service carriers as well as low cost carriers.
- b) The TMC will book the lowest airfares possible for domestic travel in line with Umalusi's business travel processes.
- c) For international flights, the airline which provides the most cost effective and practical routings should be used.
- d) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveller (if applicable).
- e) Airline tickets must be delivered electronically to the traveller(s) and traveller booker promptly after booking and before the departure times.
- f) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the Umalusi. A monthly report must be provided.

#### 15.3.4. **Accommodation**

- a) The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b) The TMC will obtain price comparisons from two(2) types of accommodation establishment that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller. The service includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guesthouse or Bed & Breakfast) in accordance with National Treasury cost containment travel policy.
- c) Umalusi's travellers may only stay at accommodation establishments with which Umalusi, National Treasury or the TMC has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to

accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury.

- d) Accommodation vouchers must be issued to all Umalusi's travellers for accommodation bookings and must be invoiced to the TMC. Such invoices must be supported by a copy of the original hotel accommodation charges. The cost should include dinner, bed, breakfast and parking.

#### 15.3.5. **Car Rental and Shuttle Services**

- a) The TMC will book the approved category vehicle in accordance with Umalusi's business travel processes with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b) The travel consultant should advise the travel booker on the best time and location for collection and return of the vehicle, considering the traveller's specific requirements.
- c) For international travel the TMC may offer alternative ground transportation to the traveller that may include rail, buses and transfers.
- d) The TMC will book transfers in line with Umalusi's business travel processes with the appointed and/or alternative service providers.
- e) Car vouchers must be delivered electronically to the traveller(s) and traveller booker promptly after booking and before the departure times.

#### 15.3.6. **After Hours and Emergency Services**

- a) The TMC must provide a consultant or team of consultants to assist travel bookers with after hours and emergency reservations and changes to travel plans.

- b) After hours' services must be provided from Monday to Friday outside the TMC's official hours and twenty-four (24) hours on weekends and Public Holidays.
- c) A responsive after hours contact number should be available to all travel bookers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- d) The TMC must have a standard operating procedure for managing after hours and emergency services, within one(1) hour.

#### 15.4. **Communication**

- a) The TMC may be requested to conduct workshops and training sessions for Umalusi's travel bookers on site.
- b) All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.
- c) The TMC must ensure sound communication with all stakeholders that links the business traveller, travel Booker and the TMC in one smooth continuous workflow.

#### 15.5. **Financial Management**

- a) The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Umalusi for payment within the agreed time period.
- b) The TMC must facilitate savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- c) The TMC will be required to offer a 30 day bill-back account facility to Umalusi. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices Umalusi's for the services rendered.
- d) Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.

- e) The TMC will be required to consolidate the travel supplier bill-back invoices.
- f) The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Umalusi's Finance Unit on the agreed time period. This consolidation includes the TMC's invoice and other supporting documentation to the invoices reflected on the Service provider bill-back.
- g) The TMC must ensure Travel Supplier accounts are settled timeously.
- h) The TMC must implement the rates negotiated by National Treasury and/or Umalusi with travel service providers or the discounted air fares, or within the maximum allowable rates established by the National Treasury where applicable.

#### 15.6. **Technology, Management Information and Reporting**

- a) The online booking tool must be used to facilitate domestic bookings to optimise the services and related fees.
- b) The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools (dashboard) on a monthly basis.
- c) The TMC will also be required to provide Umalusi with the three (3) standard monthly reports i.e. Expenditure on car rental, accommodation and air travel that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost. The reporting templates can be found on National Treasury website.
- d) Reports must be accurate and be provided as per Umalusi's specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation).

- e) Umalusi may request the TMC to provide additional management reports.
- f) Reports must be available in an electronic format, for example, Microsoft Excel.
- g) Service Level Agreements reports must be provided on the agreed date. They might include but will not be limited to the following:
  - a) Travel
    - a) After hours' Report;
    - b) Compliments and complaints;
    - c) Productivity Report;
    - d) Long term accommodation and car rental;
    - e) Extension of business travel to include leisure;
    - f) Upgrade of class of travel (air, accommodation and ground transportation);
    - g) Bookings outside Travel Policy.
  - b) Finance
    - a) Reconciliation of commissions/rebates or any volume driven incentives;
    - b) Creditor's ageing report;
    - c) Creditor's summary payments;
    - d) Daily invoices;
    - e) Reconciled reports for lodged card statement;
    - f) No show report;
    - g) Cancellation report;
    - h) Receipt delivery report;
    - i) Monthly Bank Settlement Plan (BSP) Report;
    - j) Refund Log;
    - k) Open voucher report, and
    - l) Open Age Invoice Analysis.

The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

### **15.7 Account Management**

- a) An Account Management structure should be put in place to respond to the needs and requirements of Umalusi and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.
- b) The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of Umalusi's account.
- c) The necessary processes should be implemented to ensure good quality management and ensuring traveller satisfaction at all times.
- d) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- e) The TMC must ensure that Umalusi's business travel processes are enforced.
- f) The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- g) The TMC must ensure that workshops/training is provided to the travel bookers and online tool administrators.
- h) During quarterly and annual reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

### **15.8 Value Added Services**

The TMC must provide the following value added services:

- a) Destination information for regional and international destinations should include:
  - a) Health warnings;
  - b) Weather forecasts;
  - c) Places of interest;
  - d) Visa information;
  - e) Travel alerts;

- f) Location of hotels and restaurants;
- g) Information including the cost of public transport;
- h) Rules and procedures of the airports;
- i) Business etiquette specific to the country;
- j) Airline baggage policy; and
- k) Supplier updates
- l) Insurance
- b) Electronic voucher retrieval via web and smart phones;
- c) SMS notifications for travel confirmations to the travel booker, traveller and the travel approver;
- d) Travel audit trails.

#### **15.9 Cost Management**

- a) The National Treasury cost containment measures and the Umalusi's business travel processes have established a basis for a cost savings culture.
- b) It is the obligation of the TMC Consultant to advise on the most cost effective option at all times.
- c) The TMC plays a pivotal role in providing high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- d) The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Umalusi's business travel processes to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

#### **15.10 Quarterly and Annual Travel Reviews**

- a) Quarterly reviews are required to be presented by the Travel Management Company on all Umalusi travel activity in the previous three-month period. These reviews are comprehensive and presented to representatives of Umalusi's Finance and Supply Chain Management

unit as part of the performance management reviews based on the service levels.

- b) Annual Reviews must be presented to Umalusi's Senior Executives (OCEO).

#### **15.11 Office Management**

- a) The TMC to ensure high quality service to be delivered at all times to the Umalusi's travellers. The TMC is required to provide Umalusi with highly skilled and qualified human resources in the following roles but not limited to:

- a) Senior Consultants
- b) Intermediate Consultants
- c) Junior Consultants
- d) Travel Manager (Operational)
- e) Admin Back Office (Creditors / Debtors/Finance Processors)
- f) Account Manager
- g) System Administrator (General Admin)

#### **15.12 On-site Facilities**

- a) If it is agreed between the parties that the TMC will be on-site, Umalusi will provide the TMC with the following facilities on the terms and conditions negotiated upon by both parties:

- a) Office Space
- b) Office Furniture
- c) Telephones
- d) Photocopier
- e) Shelving
- f) Safe
- g) Tea/Coffee making facilities



## **16 PRICING MODEL**

Umalusi requires bidders to propose two pricing models being the transactional fee model and the management fee model. Umalusi will at their discretion select the best possible cost effective solution.

### **16.1 Transaction Fees**

#### **Refer Annexure A3: Pricing Schedule**

a) The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

16.1.1 On-site option **(Template 1)**

16.1.2 Off-site option **(Template 2)**

b) The Bidder must further indicate the estimated percentage split between Traditional booking and On-line bookings.

**AND / OR**

### **16.2 Management Fee**

#### **Refer Annexure A3: Pricing Schedule**

a) The management fee is the total fee per annum that will be charged to Umalusi in twelve payments. Umalusi will pay the fee monthly in arrears.

16.2.1 On-site option **(Template 3)**

16.2.2 Off-site option **(Template 4)**

### **16.3 Volume driven incentives**

b) It is important for bidders to note the following when determining the pricing:

16.3.1 National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;

16.3.2 No override commissions earned through Umalusi reservations will be paid to the TMCs;

16.3.3 An open book policy will apply and any commissions earned through the Umalusi volumes will be reimbursed to Umalusi

16.3.4 TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

**17 EVALUATION AND SELECTION CRITERIA**

Umalusi has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Phase1)	Technical Evaluation Criterion 1 (Phase 2)	Technical Evaluation Criterion 2 (Phase 3)	Price and B-BBEE Evaluation (Phase4)
<p>Bidders must submit all documents as outlined in paragraph 19.1 below. Only bidders that comply with ALL these criteria will proceed to Phase 2.</p>	<p>Bidder(s) are required to achieve all YES in the desk top technical evaluation to proceed to Phase 3</p>	<p>A minimum of 80 points for the presentation is required to proceed to Phase 4 (Price and BEE).</p>	<p>Phase 4 will only apply to bidder(s) who have met and exceeded the threshold of 80 points. Bidder(s) will be evaluated out of 100 points for price and B-BBEE.</p>
<p><b>Financial Statement Analysis</b></p>			

- Bidder(s) are required to submit complete set audited/reviewed annual financial statements (Statement of Comprehensive income, Statement of financial position, Statement of cash flows and accompanying notes) in the name of the bidding entity for 3 years.
- Financial Statement Analysis will only be conducted on the qualifying bidders after the completion of Pricing and BBBEE evaluation.
- Entities trading for less than 3 (three) financial periods, should provide reasons in a letter signed by a duly authorised individual of the entity. All documentation to support the reasons of the entity trading for less than three financial periods should accompany this submission.
- In the case of a Joint Venture (JV), the separate annual financial statements of all the entities forming part of the JV should be submitted. A copy of the JV legal agreement detailing the percentage ownership of each entity should also be included in the submission.

### 17.1 Phase 1: Pre-qualification Criteria

Without limiting the generality of Umalusi's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal will be disqualified for non-submission of any of the documents.

**Table 1: Documents that must be submitted for Pre-qualification**

#### LEGISLATIVE REQUIREMENTS

Pre-Qualification Requirements		Check list ✓ Tick each box
SBD 1:	Completed, attached and signed	
SBD 3.1:	Completed, attached and signed	

SBD 4:	Completed, attached and signed	
SBD 6.1:	Completed, attached and signed	
SBD 8:	Completed, attached and signed	
SBD 9:	Completed, attached and signed	
Specification document	Completed, attached and signed	
Valid tax status on Central Supplier Database		
Valid B-BBEE on Central Supplier Database		
Central Supplier Database report		
Registered on the Central Supplier Database of National Treasury. (For registration information, go to <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> )		

#### MANDATORY REQUIREMENTS

<b>IATA Licence / Certificate</b>	<b>YES</b>	<b>NO</b>	<p>Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date.</p> <p>Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.</p>
<b>OR</b>			
<b>ASATA Certificate</b>	<b>YES</b>	<b>NO</b>	This is mandatory to be submitted at closing date. Provide proof of the licence / certificate.
<b>Pricing Schedule</b>	<b>YES</b>	<b>NO</b>	Submit full details of the pricing proposal in a separate envelope .

### 17.2 Phase 2 and 3: Technical Evaluation Criterion 1 and 2

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information

- a) Only Bidders that have met the Pre-Qualification Criteria in Phase 1 will be evaluated in Phase 2 for functionality.

Functionality will be evaluated as follows:

- b) **Phase 2: Desktop Technical Evaluation - Bids that score NO for any items in the compulsory technical specification section will be disqualified and will not advance to the next stage of evaluation.**
- c) **Phase 3: Presentation and system demonstration – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 80 points out of 100 points.**
- d) The overall combined score must be equal or above 80 points in order to proceed to Phase 4 for Price and BBBEE evaluations.

As part of due diligence, Umalusi will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at Umalusi's sole discretion.

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

Functionality	Maximum Points Achievable	Minimum Threshold
<b>Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard</b>	ALLYES	ALL YES
<b>Presentation and On-site Reference Checks</b>	100	80

### 17.3 Phase 4 Price and BBEE Evaluation (90+10) = 100 points

The below formula will be used in calculating points scored for the Preference points system.

Step 1: Calculation of points for price

**The contract value for this bid is estimated to above R1 000 000.00 therefore the 90/10 preference points system will be used.**

Points awarded for price

The following formula would be applied:

$$P_s = 90 \times [1 - ((P_t - P_{min}) / P_{min})]$$

Where

$P_s$  = Points scored for comparative price of bid or offer under consideration

$P_t$  = Comparative price of bid or offer under consideration

$P_{min}$  = Comparative price of lowest acceptable bid or offer.

#### Step 2: Points allocated for B-BBEE status level of contributor

**A maximum of 10 points will be awarded for B-BBEE Status Level 1 of Contributor.**

B-BBEE Status Level Of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3

7	2
8	1
Non-compliant contributor	0

**Note: Both points will be added together to obtain a final score out of 100 points in total.**

- a) B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:
- b) A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- c) B-BBEE Certificate as per the Central Supplier Database Report
- d) The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the required documents will result in TMCs scoring zero for B-BBEE.

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA or a letter from an Accounting Officer as contemplated in the CCA.
Qualifying Small Enterprise (QSE)	Between R10 million and R35 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA
Large Enterprise (LE)	Above R35 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA

- e) **Bidder(s) who do not claim Preference Points will be scored zero for B-BBEE and cannot be excluded from the tender process.**

**a. Joint Ventures and Consortiums**

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate tender.

**b. Sub-contracting**

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

- a) 11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."
- b) 11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

**18 GENERAL CONDITIONS OF CONTRACT**

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

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

## **19 SERVICE LEVEL AGREEMENT**

- a) Upon award Umalusi and the successful bidder will conclude a supplementary Service Level Agreement.
- b) Umalusi reserves the right to vary the proposed terms and conditions of the draft Service Level Agreement during the course of negotiations with a bidder by amending or adding thereto.

## **20 SPECIAL CONDITIONS OF THIS BID**

Umalusi reserves the right:

- a) Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any Bid.
- b) To accept part of a tender rather than the whole tender.
- c) For the bid evaluation committee to carry out site inspections, product evaluations or attend explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s).
- d) 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.
- e) 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.
- f) To conduct a Financial Statement Analysis only on the recommended bidders after completion of the pricing and BEE evaluation stage. In this regard bidders are referred to Section 17 (EVALUATION AND SELECTION CRITERIA) in terms of which bidders are required to submit completed sets of audited/reviewed annual financial statements for 3 (three) periods, in the name of the bidding entity. (Submission of none or less than the required periods should be accompanied by a letter of explanation);
- g) Not to award the tender to the bidder whose financial statements are not in order.

## **21 UMALUSI REQUIRES BIDDER(S) TO DECLARE**

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

21.1 Confirm that the bidder(s) is to: –

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of Umalusi ;
- 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 Umalusi 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 Umalusi;
- f) Avoid fraudulent and misleading advertising, canvassing and marketing;
- g) Conduct their business activities with transparency and consistently uphold the interests and needs of Umalusi as a client before any other consideration; and
- h) Ensure that any information acquired by the bidder(s) from Umalusi 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**

- a) Umalusi 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 Umalusi or any other government entity who:

- b) 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;
- c) 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;
- d) Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Umalusi's officers, directors, employees, advisors or other representatives;
- e) 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;
- f) 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;
- g) 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;
- h) Has in the past engaged in any matter referred to above; or
- i) 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**

- a) The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Umalusi relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- b) It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Umalusi against the bidder notwithstanding the conclusion of the Service Level Agreement between Umalusi 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**

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 Umalusi, 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, Umalusi 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 Umalusi harmless from any and all such costs which Umalusi may incur and for any damages or losses Umalusi 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. Umalusi 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 Umalusi 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 Umalusi, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Umalusi further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **29 NATIONAL TREASURY**

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 .Umalusi 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 Umalusi allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Umalusi 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 Umalusi'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 Umalusi remain proprietary to Umalusi and must be promptly returned to Umalusi upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

- a) Throughout this bid process and thereafter, bidder(s) must secure Umalusi'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
- b) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

**33 UMALUSI PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any Umalusi 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 DECLARATION**

I, the undersigned (full name) \_\_\_\_\_  
certify that the information provided is true and correct, and that I have understood the above document in full.

-----  
SIGNATURE

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DATE