

REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF UMALUSI	
BID NUMBER:	UMALUSI (21-22) T0004
DESCRIPTION OF BID:	appointment of a service provider to provide travel management and related services for Umalusi for a period of five (5) years
DATE OF ADVERTISING	12 November 2021
BRIEFING SESSION DATE:	19 November 2021 (Compulsory Briefing session will be held virtually. Bidders who are interested to attend must indicate by sending an email to tenders@umalusi.org.za on or before 17 November 2021 to receive the Teams meeting link)
BRIEFING SESSION TIME:	19 November 2021 @10:00 (Compulsory Briefing session will be held virtually. Bidders who are interested to attend must indicate by sending an email to tenders@umalusi.org.za on or before 17 November 2021 to receive the Teams meeting link)
CLOSING DATE:	14 January 2022
CLOSING TIME:	12:00 Telkom time (Bidders will not be permitted to submit the proposals after the set time)
CLOSING DATE FOR BID ENQUIRIES	08 December 2021 at 12:00 precisely. All enquiries must be directed to tenders@umalusi.org.za
PERIOD FOR WHICH BID IS REQUIRED TO REMAIN OPEN FOR CCEPTANCE:	180 calendar days (submissions must be valid for 180 days after the closing date)
BID DOCUMENTS DELIVERY ADDRESS:	UMALUSI 37 GENERAL VAN RYNEVELD STREET PERSEQUOR TECHNOPARK PRETORIA
NAME OF BIDDER:	
CONTACT PERSON:	
E-MAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

BIDDER'S STAMP OR SIGNATURE	
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CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below.
- Use the prescribed sequence in attaching the annexures when completing the Bid Document.
- Ensure that the following documents are completed and signed where applicable:

YES	NO	
		<p>Original Bid and a Copy – (both hard copies clearly marked as either original and copy) and one ELECTRONIC COPY – USB / DISK)</p> <p>Important: Kindly note that every document that is submitted as part of the original submission, must be <u>duly authorised with the required signatures or initials on each page</u>. Failure to comply will result in the bid being noted as incomplete.</p>
		Part A:
		Specifications, Conditions of BID and Undertakings by Bidder
		Certificate of Authority for Joint Ventures
		Annexure A: Statement of Works
		Annexure B: SBD 1 - Invitation to Bid
		Annexure C: SBD 2 - Tax Clearance Certificate Requirement
		Annexure D: SBD 3.2 – Pricing Schedule – Non-Firm Prices (Purchases)
		Annexure E: SBD 4 - Declaration of Interest
		Annexure F: SBD 6.1 and B-BBEE status level certificate
		Annexure G: SBD 8 - Declaration of Bidder’s Past Supply Chain Practices
		Annexure H: SBD 9 - Certificate of Independent Bid Determination
		Annexure I: General Conditions of Contract
		Annexure J: Bidder’s Company Profile

PART A: SPECIFICATIONS, CONDITIONS OF BID AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003.
- 1.2 B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003.
- 1.3 Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.4 Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this Bid.
- 1.5 Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.6 Bidding Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by Umalusi of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.7 Companies Act** means the Companies Act 71 of 2008, as amended.
- 1.8 Closing Time** means the time, specified as such under the clause 3 (Bid Timetable) in, by which BIDs must be received.
- 1.9 EME**-means an exempted micro enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of Broad-Based Black Economic Empowerment Act.
- 1.10 PFMA** means the Public Finance Management Act 1 of 1999, as amended.
- 1.11 PPPFA** means the Preferential Procurement Policy Framework Act 5 of 2000, as amended.
- 1.12 PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA.
- 1.13 Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this BID that may be executed between Umalusi and the successful Bidder.
- 1.14 Request for Proposal or BID** means this document (comprising each of the parts identified under Part A and Part B) including all annexures and any other documents so designated by Umalusi.
- 1.15 SARS** means the South African Revenue Service.
- 1.16 Services** means the services required by Umalusi, as specified in this statement of works.
- 1.17 SLA** means Service Level Agreement.
- 1.18 Specification** means the conditions of bid set and any specification or description of Umalusi's requirements contained in this BID.

2. SUPPLY CHAIN MANAGEMENT UNIT

- 2.1** Only questions, queries and clarifications that are submitted to this e-mail address, tenders@umalusi.org.za will be addressed.
- 2.2** Bid documents must be submitted as follows:
 - 2.2.1** Original BID and a Copy – (both hard copies clearly marked as original or copy) and
 - 2.2.2 One Soft Copy (The CD/USB must be enclosed in an envelope and clearly marked)**

2.3 Canvassing of any Umalusi employee will result in an immediate disqualification of the bidder.

3. BID TIMETABLE

3.1 The timetable below is provided as an indication of the timing of the bidding process. It is indicative only and subject to change by Umalusi. Bidders are to provide proposals that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of bid	12 November 2021
Bid document available	12 November 2021
Compulsory Briefing session	19 November 2021 at 10:00
Closing date for bid enquiries	08 December 2021 at 12:00 All enquiries must be directed to: tenders@umalusi.org.za
Publication of answers and clarifications on the Umalusi website	10 December 2021 at 12:00
Closing date and time	14 January 2022 at 12:00 PM Telkom time (Bidders will not be permitted to submit their proposal after the set time)

4. SUBMISSION OF BIDS

4.1 Hardcopies of bids are to be submitted to:

Physical address of bid box	UMALUSI 37 GENERAL VAN RYNEVELD STREET PERSEQUOR TECHNOPARK PRETORIA
Hours of access to bid box	Monday to Friday: 08:00 to 16:00
Information to be marked on package containing bid	Umalusi Supply Chain Management Unit BID Ref. UMALUSI (21-22) T0004

4.2 **Important:** Kindly note that every document that is submitted as part of the original submission, must be duly authorised with the authorised signature or initials on each page.

5. STATUS OF REQUEST FOR PROPOSAL

5.1 This bid is an invitation for person(s) / company(s) to submit a proposal(s) for the provision of the services as set out in the scope contained in this bid. Accordingly, this bid must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s) / companies, or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between Umalusi and any bidder unless and until Umalusi has executed a formal written contract with the successful bidder.

6. ACCURACY OF REQUEST FOR PROPOSAL

- 6.1** Whilst all due care has been taken in connection with the preparation of this bid, Umalusi makes no representations or warranties that the content in this bid or any information communicated or provided to bidders during the bidding process is, or will be, accurate, current or complete. Umalusi, and its officers and employees will not be liable with respect to any information communicated that is not accurate, current or complete.
- 6.2** If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Umalusi, the bidder 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).
- 6.3** Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Umalusi will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

7. ADDITIONS AND AMENDMENTS TO THE BID

- 7.1** Umalusi reserves the right to change any information in, or to issue any addendum to this bid before the closing time. Umalusi and its officers or employees will not be liable in connection with either the exercise of, or failure to exercise, this right.
- 7.2** If Umalusi exercises its right to change information in terms of clause 8.1, it may seek amended bids from all bidders.

8. REPRESENTATIONS

- 8.1** No representations made by or on behalf of Umalusi in relation to this bid will be binding on Umalusi unless that representation is expressly incorporated into the contract ultimately entered into between Umalusi and the successful bidder.

9. CONFIDENTIALITY

- 9.1** The information contained in this document is of a confidential nature and must only be used for purposes of responding to this bid. This confidentiality clause extends to supplier partners and / or implementation agents, whom you may decide to involve in preparing a response to this bid.
- 9.2** For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or unregistered, or otherwise disclosed or communicated before or after the date of this process.
- 9.3** The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the Confidential Information of Umalusi (even

if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

9.4 The receiving party shall take all such steps as may be reasonably necessary to prevent Umalusi's Confidential Information coming into the possession of unauthorised third parties. In protecting the receiving party's Confidential Information, Umalusi shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the Confidential Information as the receiving party uses to protect its own Confidential Information.

9.5 Any documentation, software or records relating to Confidential Information of Umalusi, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has come into its possession before the period of validity of this process:

9.5.1 Shall be deemed to form part of the Confidential Information of Umalusi;

9.5.2 Shall be deemed to be the property of Umalusi;

9.5.3 Shall not be copied, reproduced, published, or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated herein; and

9.5.4 Shall be surrendered to Umalusi on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

10. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

10.1 All communications relating to this bid and the bidding process must be directed to tenders@umalusi.org.za e-mail address only.

10.2 Any communication by a bidder to Umalusi will be effective upon receipt by the Supply Chain Management Unit.

10.3 Umalusi has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.

10.4 A bidder may, by notifying the Supply Chain Management Unit in writing, withdraw a question submitted in accordance with this clause, in circumstances where the bidder does not wish Umalusi to publish its response to the question to all bidders.

11. UNAUTHORISED COMMUNICATIONS

11.1 Communication (including promotional or advertising activities) with staff of Umalusi is not permitted during the bidding process, or otherwise without the prior consent of the Bid Adjudication Committee.

11.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the bidding process in any way.

12. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

12.1 Bidders **may not** seek or obtain the assistance of employees of Umalusi in the preparation of their bid responses.

12.2 Umalusi may in its absolute discretion, immediately disqualify a bidder that it believes has sought or obtained such improper assistance.

12.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 and any other relevant legislation.

13. CONFLICT OF INTEREST

13.1 A bidder must not, and must ensure that its officers, employees, agents, and advisors do not, place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of Umalusi and the bidder's interests during the bidding process.

13.2 The bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this bid. If the Bidder submits its bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the bid, the Bidder must notify Umalusi immediately in writing of that conflict.

13.3 Umalusi may immediately disqualify a Bidder from the Bidding Process if the Bidder fails to notify Umalusi of the conflict as required.

14. LATE BIDS

14.1 Bids must be delivered by the closing date and time as stipulated in point 3 above.

14.2 Bids delivered after the closing date and time or lodged at a location or in a manner that is contrary to what is specified in this bid will be disqualified from the Bidding Process.

15. PREPARATION OF BIDS

15.1 Bidders must ensure that:

15.1.1 their Bid is submitted in the required format as stipulated in this bid; and

15.1.2 all the required information fields in the Bid are completed in full and contain the information requested by Umalusi.

15.2 Umalusi may in its absolute discretion reject a bid that does not include the information requested or is not in the format required.

15.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective Bid proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

15.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid, or be included in a general statement of the Bidder's usual operating conditions.

15.5 An incomplete Bid may be assessed solely on the information completed or received with the bid.

16. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

16.1 Umalusi may disregard any content in a Bid that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

16.2 Umalusi may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if Umalusi reasonably considers that the correction would materially alter the substance of the Bid or affect the fairness of the Bidding Process.

17. RESPONSIBILITY FOR BIDDING COSTS

- 17.1** The Bidder's participation or involvement in any stage of the Bidding Process is at the Bidder's sole risk, cost, and expense. Umalusi will not be held responsible or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 17.2** Umalusi is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidder's participation in the Bidding Process, including without limitation, instances where:
- 17.2.1 the Bidder is not engaged to perform under any contract; or
- 17.2.2 Umalusi exercises any right under this bid or at law.

18. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

- 18.1** All bids received by Umalusi will be treated as confidential. Umalusi will not disclose the contents of any bid and Bid information, except:
- 18.1.1 as required by law or court order;
- 18.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
- 18.1.3 to external consultants of Umalusi engaged to assist with the Bidding Process; or for the general information of bidders required to be disclosed as per
- 18.1.4 National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

19. BID ACCEPTANCE

- 19.1** All bids received must remain open for acceptance for a maximum period of 180 (One hundred and eighty) days from the closing time. This period may be extended by written mutual agreement between Umalusi and the bidder. The pricing / quote to be valid for 180 days.

20. EVALUATION PROCESS

- 20.1** The Bid will be evaluated in five phases as follows:

20.1.1 PHASE 1 Pre-Qualification – evaluation of compliance with Qualifying Criteria

Only those Bidders which satisfy all the Qualifying Criteria will be eligible to participate in the bidding Process further. Bids which do not satisfy all the Qualifying Criteria will not be evaluated further.

- 20.1.2 Each bidder must conform to these conditions to be eligible for further evaluation. An offer that fails to meet these conditions may be disqualified.

20.1.3 PHASE 2- Mandatory Technical criteria

Only bidders who comply with the mandatory technical requirements will be eligible for further evaluation. An offer that fails to meet the mandatory technical requirements shall be disqualified.

20.1.4 PHASE 3- Functional evaluation

Bidders are evaluated based on the functional criteria set out in this tender. Only those Bidders that score **70 points or higher (out of a possible 100)** during the functional evaluation will proceed to Phase 4 of presentations. Umalusi will advise bidders in advance should a presentation be required.

Functionality	Maximum Points Achievable	Acceptable minimum threshold	Converted maximum achievable points
A Desktop Technical Evaluation Details found in Annexure A2 - Technical Scorecard	100	70/100	80
Presentation	20	10/20	20
Overall Combined Marks	-	-	100

20.1.5 PHASE 4- Presentation

21.1.1 Bidders will be required to do a presentation to Umalusi. The presentation will include but not limited to the following:

PRESENTATION CRITERIA
<ul style="list-style-type: none"> • Company profile • Summary of the proposal, Methodology and project roll out • After hours process and emergency processes • Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results • Contract negotiations on preferred prices with other service providers • invoicing and finance related matters • Online booking tool on offer and a demonstration the system capabilities. • Traditional booking process • Q&A on technical submission.

21.1.2 Bidders who obtain less than the minimum threshold of 10 points will be declared non-responsive and therefore will not be eligible for evaluation of phase 5 on Price and B-BBEE

20.1.6 PHASE 5-Price and preferential points

20.1.6.1 Those Bidders which have passed phase 4 will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

20.1.6.2 The successful Bidder will typically be the Bidder that scores the highest number of points on Phase 5 of the Bid evaluation, unless Umalusi exercises its right to cancel the TENDER

or finds that there are valid businesses or transformative reasons that justify the award to a company that did not obtain the highest score.

21.2 PHASE 1=Pre-Qualification: Qualifying Criteria

21.1.1 The following Pre-Qualifying Criteria will be applied in the initial stage of the evaluation. **Bidders who do not meet the Pre-Qualifying Criteria will not be considered for the next stage of evaluation.**

21.1.2 Bidders are required to complete the table below by indicating whether they comply with the requirement by marking the appropriate column with an 'X' on the table below. Bidders are required to corroborate each requirement, where applicable.

Requirements	Non-Compliant	Compliant	Comment or reference to section in the bid Document
1. Correctly completed tender signed and initialed by authorized signatories.			
2. Include board resolution for delegation of authority. The following proof MUST be produced: Proof that the person who signed the proposal has the authority to do so.			
3. A <i>valid</i> SARS Tax Status Certificate / SARS tax pin.			
4. Central Supplier Database proof of registration.			
5. Companies and Intellectual Property Commission, Company Registration.			
6. The above stated requirements (4-6) are also applicable to all members of consortia or joint venture who submit joint Bids.			

Requirements	Non-Compliant	Compliant	Comment or reference to section in the bid Document
7. Bidder has submitted all returnable documentation to Umalusi (Annexures and SBD forms) (SBD1; SBD 2; SBD 3.1 or 3.2; SBD 4; SBD 6.1; SBD 8 & SBD 9)			
8. Certificate of Authority for Joint Ventures/Joint Venture agreement			
9. Company profile(s) indicating expertise of key personnel			
10. General Conditions of Contract – signed or initialled on all pages			

21.3 PHASE 2- Mandatory Technical criteria

Please complete the table below by indicating “yes” or “no” to confirm whether this requirement is met and provide explanations/ comments to support your answers.

NB: 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.

MANDATORY TECHNICAL REQUIREMENTS	YES/NO	PROVIDE DOCUMENTATION (Reference)
1. Attendance of Compulsory briefing Session.		
2. Proof of 2021/2022 certificate for Association of South African Travel Agents (ASATA). Certified copy not older than three (3) months at date of submission.		
3. (a) Proof of 2021/2022 International Air Transport Association (IATA) Accreditation Certificate Certified copy not older than three (3) months at date of submission. (b) Where a bidding company is using a 3rd party IATA license, proof of the agreement must be attached and copy of the certified certificate should also be provided.		

21.4 PHASE 3- Functional Evaluation

21.4.1 The Bidders will be evaluated according to the technical evaluation criteria in the scorecard. Bidders must indicate their functional capacity to provide the required services by substantiating with supporting documentation. Bids that failed to achieve the minimum qualifying score of 70% for functionality will be disqualified for further evaluation.

21.5 PHASE 4- Presentation

21.5.1 Bidders will be required to do a presentation to Umalusi. The presentation will include but not limited to the following:

PRESENTATION CRITERIA
<ul style="list-style-type: none">• Company profile• Summary of the proposal, Methodology and project roll out• After hours process and emergency processes• Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results• Contract negotiations on preferred prices with other service providers• Invoicing and finance related matters• Online booking tool on offer and a demonstration the system capabilities.• Traditional booking process Q&A on technical submission.

Bidders who obtain less than the minimum threshold of 10 points will be declared non-responsive and therefore will not be eligible for evaluation of phase 5 on Price and B-BBEE.

21.6 PHASE 5- Price and Preferential Points Evaluation

21.6.1 Subsequent to the evaluation of Pre-Qualifying Criteria, Mandatory criteria and functional criteria-points will be allocated to Bidders at this stage of the evaluation in accordance with PPPFA Regulations, as follows:

Price points	80
Preferential procurement points	20

21.6.2 Price points

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

$$P_s = 80(1-(P_t-P_{min})/P_{min})$$

Where:

P_s = Points scored for comparative price of Bid or offer under consideration;

P_t = Comparative price of Bid or offer under consideration; and

Pmin = Comparative price of lowest acceptable Bid or offer

21.6.3 Preferential procurement points

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a bidder for attaining their B-BBEE Status Level in accordance with the table below:

B-BBEE Status Level	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

An unincorporated trust, consortium or Sub-contractors 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.

22 NOTE TO BIDDERS

22.1 As part of the evaluation process Umalusi will conduct a reference check on the provided referee.

23 STATUS OF BID

23.1 Each bid constitutes an irrevocable offer by the bidder to Umalusi to provide the services required and otherwise to satisfy the requirements of the specification as set out in this bid.

23.2 A bid must not be conditional on:

23.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

23.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;

23.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;

23.2.4 the Bidder obtaining the consent or approval of any third party; or

23.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

23.3 Umalusi may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

23.4 Umalusi reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this Bid and the applicable laws and regulations.

24 SUCCESSFUL BIDS

24.1 Selection as a successful Bidder does not give rise to a contract (expressed or implied) between the successful Bidder and Umalusi for the supply of the Services. No legal relationship will exist between Umalusi and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

24.2 Umalusi may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

24.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

25 NO OBLIGATION TO ENTER INTO CONTRACT

25.1 Umalusi is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of Umalusi, or if due to changed circumstances, there is no longer a need for the services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances Umalusi will be free to proceed via any alternative process.

25.2 Umalusi may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

26 BIDDER WARRANTIES

26.1 By submitting a bid, a Bidder warrants that:

- 26.1.1** it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Umalusi, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the BID;
- 26.1.2** it did not use the improper assistance of Umalusi's employees or information unlawfully obtained from them in compiling its Bid;
- 26.1.3** it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Bidding Process;
- 26.1.4** it accepts and will comply with the terms set out in this BID; and
- 26.1.5** it will provide additional information in a timely manner as requested by Umalusi to clarify any matters contained in the Bid.

27 UMALUSI 'S RIGHTS

27.1 Notwithstanding anything else in this Bid, and without limiting its rights at law or otherwise, Umalusi reserves the right, in its absolute discretion at any time, to:

- 27.1.1** cease to proceed with, or suspend the Bidding Process prior to the execution of a formal written contract;
- 27.1.2** alter the structure and/or the timing of this Bid or the Bidding Process;
- 27.1.3** vary or extend any time or date specified in this Bid;
- 27.1.4** terminate the participation of any Bidder or any other person in the Bidding Process;
- 27.1.5** require additional information or clarification from any Bidder or any other person;
- 27.1.6** provide additional information or clarification;
- 27.1.7** negotiate with any one or more Bidders;
- 27.1.8** call for a new Bid;
- 27.1.9** Reject any Bid received after the Closing Time; or
- 27.1.10** Reject any Bid that does not comply with the requirements of this Bid.

28 GOVERNING LAWS

- 28.1** This Bid and the Bidding Process are governed by the laws of the Republic of South Africa.
- 28.2** Each Bidder must comply with relevant laws in preparing and lodging its Bid and in taking part in the Bidding Process.
- 28.3** All Bids must be completed using the English language and all costing must be in South African Rand.

29 MANDATORY QUESTIONS

29.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document and are required to explicitly state "**Comply/Accept**" or "**Do not comply/Do not accept**" (with a **√** or an **X**) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: IT IS MANDATORY FOR THE BIDDERS TO COMPLETE THE FOLLOWING TABLE. IF YOU DO NOT ACCEPT OR AGREE TO THE QUESTIONS, PLEASE PROVIDE THE REASONS THEREOF / COMMENT ACCORDINGLY.

QUESTION	ACCEPT	DO NOT ACCEPT	COMMENT
29.1.1 This Bid is subject to the Umalusi Standard Terms and Conditions of Procurement Contract stipulated in this BID document.			
29.1.2 The laws of the Republic of South Africa govern this BID and the Bidders hereby accept that the courts of the Republic of South Africa have jurisdiction over any legal disputes.			
29.1.3 Umalusi shall not be liable for any costs incurred by the Bidder in the preparation of response to this BID.			

QUESTION	ACCEPT	DO NOT ACCEPT	COMMENT
<p>29.1.4 In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value.</p>			
<p>29.1.5 In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents; this includes a BEE certificate for the individual companies as well as a consolidated B-BBEE certificate for the Joint Venture (company).</p>			
<p>29.1.6 Umalusi reserves the right to cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.</p>			
<p>29.1.7 By submitting a proposal in response to this BID, the Bidders accept the evaluation criteria as it stands.</p>			

QUESTION	ACCEPT	DO NOT ACCEPT	COMMENT
<p>29.1.8 Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. Umalusi shall be entitled within 14 (fourteen) days of such failure to agree, to revoke the letter of award and cancel the proposal by giving the Bidder not less than 14 (fourteen) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that Umalusi reserves the right to award the same proposal to next best Bidder as it deems fit.</p>			
<p>29.1.9 Any amendment or change of any nature made to this BID shall only be of force and effect if it is in writing, signed by Umalusi signatory and added to this BID as an addendum.</p>			
<p>29.1.10 Bidders who make use of subcontractors:</p> <p>The proposal shall be awarded to the Bidder as a primary contractor who shall be responsible for the management of the awarded proposal. A Bidder awarded the contract may not subcontract more than 25% of the value of contract to any</p>			

QUESTION	ACCEPT	DO NOT ACCEPT	COMMENT
<p>enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concern, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.</p>			
<p>29.1.11 Evaluation of Bids shall be performed by an evaluation panel established by Umalusi. Bids shall be evaluated based on conformance to the required specifications as outlined in the BID. Points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed according to the (PPPFA) is 20.</p>			
<p>29.1.12 Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.</p>			

Signature(s) of Bidder or assignee(s)		Date
Name of signing person (in block letters)		
Capacity		
Are you duly authorised to sign this Bid?	YES/ NO	
Name of Bidder (in block letters)		
<i>Domicilium citandi et executandi</i> in the RSA (full street address of this place) (in block letters) Telephone number:		

Fax number.....

Cell phone number:

E-mail Address.....

CERTIFICATE OF AUTHORITY FOR ENTITY OR JOINT VENTURES

This returnable schedule is to be completed by entity or joint ventures. We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms, authorized signatory of the company, close corporation or partnership acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

ANNEXURE

A

STATEMENT OF WORK

30 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. 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

30.1 DEFINITIONS SPECIFIC TO THE ACTUAL SCOPE OF WORK

- 30.1.1 Accommodation** means the rental of lodging facilities while away from one's place of abode, but on authorised official duty.
- 30.1.2 After-hours service** refers to an enquiry or travel request that is actioned after normal working hours.
- 30.1.3 Air travel** means travel by airline on authorised official business.
- 30.1.4 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.
- 30.1.5 Car Rental** means the rental of a vehicle for a short period of time by a Traveller for official purposes.
- 30.1.6 Domestic / Local travel** means travel within the borders of the Republic of South Africa.
- 30.1.7 Emergency service** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or a diversion from original planned trip.
- 30.1.8 International travel** refers to travel outside the borders of the Republic of South Africa.
- 30.1.9 Lodge Card** is a Card that is "Lodged" with the travel management company (TMC) or linked to an in-house Online Booking tool, and serviced by a supporting Bank.
- 30.1.10 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.).
- 30.1.11 Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.
- 30.1.12 Online Booking Tool (OBT)**- refers to the online booking platform that will be used by the travel bookers to process bookings for domestic air and road travel and domestic accommodation.
- 30.1.13 Quality Management System** means a collection of business processes focused on consistently meeting customer requirements and enhancing their satisfaction. It is expressed as the organizational structure, policies, procedures, processes and resources needed to implement quality management.
- 30.1.14 Regional travel** means travel across the border of South Africa to any of the Southern African Development Community (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.
- 30.1.15 Service Level Agreement (SLA)** is a contract between the TMC and UMALUSI that defines the level of service expected from the TMC.
- 30.1.16 Shuttle Service** means the service offered to transfer a Traveller from one point to another, for example from place of work to the airport.

- 30.1.17 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.
- 30.1.18 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.
- 30.1.19 Traveller** refers to official, consultant or contractor travelling on official business on behalf of Umalusi.
- 30.1.20 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.
- 30.1.21 Travel Booker** is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.
- 30.1.22 Travel Management Company or TMC** refers to the Company contracted to provide travel management services (Travel Agents).
- 30.1.23 Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.
- 30.1.24 Value Added Services** are services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.
- 30.1.25 VAT** means Value Added Tax.
- 30.1.26 VIP or Executive Service** means the specialised and personalised travel management services to selected UMALUSI employees by a dedicated consultant to ensure a seamless travel experience.

31 SCOPE OF WORK

The objective of this bid is to appoint a suitable travel management and related services service provider for a period of five (5) years.

Umalusi spent approximately **R6,230m (2020), R17,282m (2019), R18,040m (2018)** for local and international travel (international traveling contributes less than 5%) and requires a service provider to provide Umalusi with a Travel Management Solution to assist in managing the organisational travel requirements in line with the budget and align such expenditure with the relevant lodge card. The Travel Management Solution should make provision for a cost-effective approach to making bookings and have an online booking solution readily available 24/7.

Key outputs of the Travel management company will be to implement, co-ordinate the entire travel management based on the diversity of Umalusi's personnel.

- 31.1.1** The TMC must commit to give individual solutions within Umalusi's internal policies with the necessary flexibility to fulfil Umalusi's requirements as and when required.
- 31.1.2** The TMC will be required to provide operational business processes that are tailored to meet the location and service range as required by Umalusi, with the widest choice available.
- 31.1.3** Provide detailed itineraries, including airports information.
- 31.1.4** The TMC will also be required to continuously identify improvements in terms of costs and deliver innovative solutions to Umalusi.
- 31.1.5** The TMC must provide efficient, trained, capable competent and dedicated personnel and an account manager to perform the required services.
- 31.1.6** Contingency plans regarding personnel (Accounts Manager / consultants/ online support) and an ability to provide services during interruptions.
- 31.1.7** The TMC will be required to make travel bookings, taking into consideration Umalusi's internal policies, should the online booking tool not be available due to technical difficulties.
- 31.1.8** The TMC together with the Corporate Travel Manager must be able to negotiate optimal rates with preferred suppliers and review rates in conjunction with Umalusi.
- 31.1.9** The TMC must have the capability of amending confirmed reservations should the need arise.
- 31.1.10** Assist employees travelling overseas with international driver's license arrangements where applicable.
- 31.1.11** The TMC will be required to arrange for both national and international conferencing services.
- 31.1.12** The TMC must identify the level of support they will require from Umalusi.
- 31.1.13** The successful TMC will be required to conduct continuous travel related workshops and / or information session to Umalusi employees in the Head Office.

31.2 Travel Volumes

The organisations current travel and related service comprises of and includes among other, air travel, accommodation, car hire, and shuttle services. Except for International and Regional both land and air bookings that are done traditionally, 95% of the bookings have been done online using the Online- Booking Tool (OBT).

Category	Period April 2019- March 2020			Period April 2020 March 2021		
	Trns	Tot Fare	% Split	Trns	Tot Fare	% Split
Accommodation Domestic	2,101	5,420,855	47.00%	713	2,387,721	61.25%
Domestic Air Travel	2,746	5,091,348	44.14%	865	1,165,766	29.90%
Corporate Management Fee	7,430	377,018	3.27%	2,554	116,125	2.98%
Car Hire	77	217,832	1.89%	83	227,174	5.83%
Regional Air Travel	32	173,561	1.50%	-	-	-
International Air Travel	4	168,220	1.46%	-	-	-
Transfers	71	51,509	0.45%	3	1,380	0.04%
Accommodation International	7	22,420	0.19%	-	-	-
Insurance	26	7,905	0.07%	-	-	-
Food And Beverage	-	2,164	0.02%	-	127	0.00%
Tours Domestic	1	1,500	0.01%	-	-	-
Parking	2	100	0.00%	-	-	-
Grand Total	12,497	11,534,430	100.00%	4,218	3,898,294	100.00%

31.2.1 Note: These above figures have been provided by the current TMC and have been provided to assist bidders to prepare their respective proposal/s. These statistics for both years have been negatively affected as a result of COVID-19 pandemic with the 2020/21 figures being the worst affected. The travelling patterns (national, regional, and internationally) of Umalusi officials has been affected as officials no longer travel as usual and may change during the progression of the contract as the future is very uncertain.

31.2.2 For purposes of comparisons bidders will be expected to price their bid using the volumes indicated **PRICE ANNEXURE TABLE SUPPLIED.**

31.2.3 CURRENT ONLINE BOOKING SYSTEM- The system must have the ability to be configured to provide for the following functions.

- The organisation has about 95 cost centres amongst assigned to 10 business units.
- Travel bookers are assigned to the business units and can only assess the cost centres that are linked to those business units.
- Each cost centre has at least two approvers that can authorise the booking unless if it is out of policy. Out of policy means the cost is outside of the limits as defined by either the National Treasury limits or the Umalusi travel policy. If it is outside the policy the booking requires the third approver-Super approver.
- Super approver also has access to approve / decline the booking online.
- After hours bookings and changes need the final approval of the super approver.

- Booking confirmation is received by both the travel booker and the traveller.
- Booking confirmation is also sent via sms and email to the traveller. The travel booker only gets the confirmed booking / voucher via email.

31.3 EXTENT OF WORK

Deliverables under this section include without limitation, the following:

- 31.3.1** The travel services will be provided to all travellers travelling on behalf of Umalusi. This will include employees and contractors, consultants, and clients where the agreement is that Umalusi is responsible for the arrangement and cost of travel.
- 31.3.2** Familiarisation with current Umalusi travel business processes.
- 31.3.3** Familiarisation with current travel suppliers and negotiated agreements that are in place between Umalusi and third parties.
- 31.3.4** Familiarisation with current Umalusi Travel Policy and implementation of controls to ensure compliance.
- 31.3.5** Penalties incurred because 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.
- 31.3.6** Provide a facility for Umalusi to update their travellers' profiles.
- 31.3.7** Assist to manage the third-party service providers by addressing service failures and complaints against those service providers.
- 31.3.8** Consolidate all invoices from travel suppliers and match same against Lodge card statements.
- 31.3.9** Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.
- 31.3.10** Provide the testimonials/reference letters from at least three (3) contactable existing/recent clients (within past three (3) years) which are of a similar size to Umalusi.
- 31.3.11** Always endeavour to make the most cost-effective travel arrangements, taking time and convenience into consideration.
- 31.3.12** Appraise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- 31.3.13** Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- 31.3.14** Book the negotiated discounted fares and rates where possible.
- 31.3.15** 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.
- 31.3.16** Book parking facilities at the airports where required for the duration of the travel.
- 31.3.17** Respond timely and process all queries, requests, changes, and cancellations timeously and accurately.
- 31.3.18** Have capacity to facilitate group bookings (e.g. for meetings, conferences, events, teambuilding exercises, etc.) globally.
- 31.3.19** Issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates.
- 31.3.20** Advise the Traveller via email and or SMS of all visa and inoculation requirements well in advance.
- 31.3.21** Assist with the arrangement of foreign currency.
- 31.3.22** Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- 31.3.23** Facilitate bookings generated by travel bookers through their own- or third-party Online Booking Tool (OBT) with an audited workflow for all approvals on the system.
- 31.3.24** Guaranteed 24-hour (Normal working hours and emergency and or after hours) availability of system.
- 31.3.25** Note that, unless otherwise stated, all cases include domestic, regional, and international travel bookings.
- 31.3.26** Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.

31.3.27 Negotiated airline fares, accommodation establishment rates, car rental rates, etc. which 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 monthly.

31.4 Air Travel

31.4.1 The TMC must be able to book full-service carriers as well as low-cost carriers inclusive of meals.

31.4.2 The TMC will book the lowest airfares possible for domestic travel.

31.4.3 For regional and international flights, the airline which provides the most cost effective and practical routings may be used.

31.4.4 The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.

31.4.5 The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).

31.4.6 The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with Umalusi.

31.4.7 Monthly reports indicating savings and contract compliance reports during review periods.

31.5 Accommodation

31.5.1 The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.

31.5.2 The TMC will obtain three price comparisons from accommodation establishments 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.

31.5.3 This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the Umalusi travel policy.

31.5.4 UMALUSI travellers may only stay at accommodation establishments with which Umalusi has negotiated corporate rates and or approved by National Treasury. 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 or Umalusi.

31.5.5 Accommodation vouchers must be issued to all Umalusi travellers for accommodation bookings and must be invoiced to Umalusi monthly. Such invoices must be supported by a copy of the original hotel accommodation charges.

31.6 Car Rental and Shuttle Services

31.6.1 The TMC will book the approved category vehicle in accordance with the Umalusi Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel, and venue).

31.6.2 The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.

31.6.3 For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.

31.6.4 The TMC will book transfers in line with the Umalusi Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.

31.7 After Hours and Emergency Services

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

- 31.7.2** A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.
- 31.7.3** After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays.
- 31.7.4** A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- 31.7.5** The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

31.8 Communication

- 31.8.1** The TMC may be requested to conduct workshops and training sessions for Travel Bookers of Umalusi.
- 31.8.2** All enquiries must be investigated, and prompt feedback be provided in accordance with the Service Level Agreement.
- 31.8.3** The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

31.9 Financial Management

- 31.9.1** The TMC must implement the rates negotiated by Umalusi with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 31.9.2** 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.
- 31.9.3** Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- 31.9.4** The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices Umalusi for the services rendered.
- 31.9.5** 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.
- 31.9.6** Consolidate Travel Supplier bill-back invoices.
- 31.9.7** The travel lodge card in place should be reconciled with the payment of air travel, accommodation and ground transportation.
- 31.9.8** The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Umalusi's Financial Department on the agreed time-period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement. Efficiencies to be demonstrated as to how this process can be automated as far as possible to ensure effective management thereof.
- 31.9.9** Ensure Travel Supplier accounts are settled timeously.

31.10 Technology, Management Information and Reporting

- 31.10.1** The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools that can integrate on all financial systems.
- 31.10.2** The implementation of an Online Booking Tool. should include all aspects of Air, Land and any other travel related services, domestically, regionally and internationally.

- 31.10.3** All management information and data provided by Umalusi to the TMC must be accurate and validated.
- 31.10.4** The TMC will be required to provide Umalusi with a minimum of five (5) standard monthly reports apart from the reports expected in the Service Level Agreement (SLA).
 - i. All travel entries
 - ii. Cost savings report including advance purchase days
 - iii. Month on month financial year reports
 - iv. Travel patterns
 - v. As per SLA, travel deemed as fruitless and wasteful expenditure.
- 31.10.5** 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).
- 31.10.6** Umalusi may request the TMC to provide additional management reports.
- 31.10.7** Reports must be available in an electronic format for example Microsoft Excel.
- 31.10.8** Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

31.11 Travel

- a) After hours' Report.
- b) Compliments and complaints.
- c) Consultant 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.

31.12 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 Travel Lodge card statement;
- f) No show report;
- g) Cancellation report;
- h) Monthly Bank Settlement Plan (BSP) Report;
- i) Refund Log;
- j) Open voucher report, and
- k) Open Age Invoice Analysis.
- l) The TMC will implement all the necessary processes and programs to ensure that all the data is always secure and not accessible by any unauthorised parties.

31.13 Account Management

- 31.13.1** 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 regarding delivery of services in terms of the contract.
- 31.13.2** The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of Umalusi's account.
- 31.13.3** The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction always.
- 31.13.4** A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 31.13.5** Ensure that Umalusi's Travel Policy is enforced.

- 31.13.6** The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.
- 31.13.7** Ensure that workshops/training is provided to Travellers and/or Travel Bookers.
- 31.13.8** During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

31.14 Value Added Services

- 31.14.1** The TMC must provide the following value-added services:
 - a) Destination information for regional and international destinations;
 - b) Health warnings;
 - c) Weather forecasts;
 - d) Places of interest;
 - e) Visa information;
 - f) Travel alerts;
 - g) Location of hotels and restaurants;
 - h) Information including the cost of public transport;
 - i) Rules and procedures of the airports;
 - j) Business etiquette specific to the country;
 - k) Airline baggage policy;
 - l) Supplier updates;
 - m) Electronic voucher retrieval via web and smart phones and or mobile applications;
 - n) SMS notifications for travel confirmations;
 - o) Travel audits, as and when required;
 - p) Global Travel Risk Management;
 - q) VIP services for Executives that include, but is not limited to, check-in support.

31.15 Cost Management

- 31.15.1** Umalusi prescribes to National Treasury Cost containment regulations and expects the TMC to be mindful of the current economic realities and the need to intensify efforts to improve efficiencies and at the same time manage all costs as far as possible.
- 31.15.2** It is the obligation of the TMC Consultant to advise on the most cost-effective option always.
- 31.15.3** The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility, and traveller satisfaction.
- 31.15.4** 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 Travel Policy 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.

31.16 Quarterly and Annual Travel Reviews

- 31.16.1** 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 Umalusi's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 31.16.2** Annual Reviews are also required to be presented to Umalusi's Senior Executives.
- 31.16.3** These Travel Reviews will include without limitation the following information:
 - a) After Hours' Report;
 - b) Compliments and complaints;
 - c) Consultant 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) Booking outside Travel Policy, and;

h) Total quarterly spend and saving

31.17 Office Management

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

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

31.18 Volume driven incentives

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

- i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;
- ii. No override commissions earned through UMALUSI reservations will be paid to the TMCs;
- iii. An open book policy will apply and any commissions earned through the UMALUSI volumes will be reimbursed to UMALUSI.

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

31.19 FUNCTIONAL / TECHNICAL EVALUATION SCORECARD

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below. Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation. Bids that failed to achieve the minimum qualifying score of 70% for functionality will be disqualified for further evaluation.

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
DESKTOP EVALUATION		100		
1	GENERAL	10	SECTION	
1.1	<p>Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition. The transition plan should include the following as a minimum:</p> <ol style="list-style-type: none"> I. Interaction and scoping of the plan with the project team II. High level interaction to define criteria for the transition plan III. Operations and Finance e.g. Equipment needed, report integration requirement IV. Customer Relations e.g. UMALUSI levels defined for integration, transferring of profiles, 	5		<ul style="list-style-type: none"> • Transition Plan addresses all stated requirements in sufficient detail = 5 points • Transition Plan addresses at least 3 requirements in sufficient detail = 3 points • Transition Plan addresses less than three requirements in sufficient detail = 0 points

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
	<p>QC elements as per SLA and Travel Policy</p> <ul style="list-style-type: none"> - Fulfilment of Services – How will service delivery take place e.g., on-site/off-site - Detailed Implementation plan e.g., how will set-up take place, training, signing of contracts & SLA's, getting all travellers to understand the role of the new TMC - Training of travel bookers - Interaction with current TMC - Management of the contract 			
1.2	<p>Provide three reference letters from three different contactable existing/recent clients (from government or similar departments) for whom you have provided a service within the past 3 years whom we may contact for references.</p> <p>The letter must be on the respective client's letterhead and must include the organisation's name, contact person and contact details (telephone number and/or email address) and, value of the travel expenditure, a brief description of the services that were provided and the level of satisfaction.</p>	5		<ul style="list-style-type: none"> • At least 3 dated reference letters with all the requirements = 5 points • Two dated reference letters with all the requirements = 3 points • One dated reference letter with all the requirements = 1 point • Zero reference letter or no letters meeting the requirements = 0 points
2	RESERVATIONS	15	SECTION	

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
2.1	<p>Manage all reservations/ bookings.</p> <p>A detailed international itinerary confirmation (beginning with the domestic travel involved) that includes air, car, hotel, passport and VISA requirements, and confirmation numbers.</p>	4		<ul style="list-style-type: none"> • Detailed itinerary addressing all requirements – 4 points • Itinerary partially addresses requirements, – 2 points • Itinerary is irrelevant/does not address requirements – 0 points
2.2	<p>Manage group bookings.</p> <p>List the aspects that would be covered in booking a two-day conference for 60 people in another province. (Refer to group dynamics, flights, accommodation, catering, land transport).</p>	4		<ul style="list-style-type: none"> • Detailed list addressing all requirements relevant to Umalusi – 4 points • Proposal partially addresses requirements, and/or not taking Umalusi group dynamics into account.– 2 points • Proposal is irrelevant/does not address requirements – 0 points
2.3	<p>Directly negotiated rates</p> <p>Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National</p>	3		<ul style="list-style-type: none"> • Description adequately addresses all requirements – 3 points

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
	<p>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.</p> <p>Describe the system in place to secure, implement, maintain, and process the negotiated rates.</p>			<ul style="list-style-type: none"> Partially addresses the requirements 1 point No relevant system in place or description does not meet the requirements – 0 points
2.4	<p>After-hours and emergency services</p> <p>The bidder must have a functional call centre to provide reliable and consistent emergency and after hours support to traveller(s).</p> <p>Please provide details / Standard Operating Procedure of your emergency and after-hour support including:</p> <ul style="list-style-type: none"> - location, - how it is accessed by Travellers (locally and internationally), - 24/7/365 availability - Reminders to Umalusi to process purchase orders within 24 hours to reduce queries on invoices 	4		<p>The proposal demonstrates the bidder's capacity to provide reliable and consistent after hours and emergency support to traveller(s).</p> <p>All the requirements of a functional call centre as indicated are provided for. – 4 points</p> <ul style="list-style-type: none"> Not all the requirements of a functional call centre as indicated are provided for. - 0 points
3	COMMUNICATION	10	SECTION	

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
3.1	Describe your communication process where the <ul style="list-style-type: none"> • traveller, • travel co-ordinator/booker, and • travel management company will be linked in one smooth continuous workflow, and • how you will ensure that travel bookers are timeously informed of the travel booking processes. 	10		<ul style="list-style-type: none"> • Process adequately described and addresses all communication related fundamentals outlined in the specification – 10 points • Three of the four processes described– 4 points • Less than three of the processes described – 0 points
4	FINANCIAL MANAGEMENT	12	SECTION	
4.1	30-day bill back / lodged card Describe how you will manage the 30-day bill-back account facility.	3		<ul style="list-style-type: none"> • Each element should be described in detail in order to be awarded the full points for each sub-section - 3 points • Financial Management requirements partially or not described per sub-section – 0 points
4.2	Pre-payments Describe how pre-payments will be handled where it is required for smaller Bed & Breakfast / Guest	3		<ul style="list-style-type: none"> • Each element should be described in detail in order to be awarded the full points for each sub-section - 3 points

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
	House facilities.			<ul style="list-style-type: none"> Financial Management requirements partially or not described per sub-section – 0 points
4.3	<p>Invoicing</p> <p>Describe how invoicing will be handled, including the process of rectifying discrepancies between purchase orders and invoices, supporting documentation, reconciliation of transactions and the timely provision of invoices to Umalusi.</p>	3		<ul style="list-style-type: none"> Each element should be described in detail in order to be awarded the full points for each sub-section - 3 points Financial Management requirements partially or not described per sub-section – 0 points
4.4	<p>Managing Refunds</p> <p>Describe:</p> <ol style="list-style-type: none"> the refund process for all airline / travel / accommodation / conference related reservations, and Management of the unused non-refundable airline tickets. 	3		<ul style="list-style-type: none"> Each element should be described in detail in order to be awarded the full points for each sub-section - 3 points Financial Management requirements partially or not described per sub-section – 0 points
5	TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING	15	SECTION	
5.1	Describe the proposed booking system e.g., Global Distribution System (GDS), Online Booking Tool (OBT) or Self-Booking tool (SBT) and how travel	5		<ul style="list-style-type: none"> Each element of the tool or tools should be adequately described in detail in

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
	consultants' access and book web airfares i.e., non-GDS inventories (low-cost carriers and hotel web rates).			<p>order to be awarded the full points for each sub-section - 5 points</p> <ul style="list-style-type: none"> • Partial requirements submitted - 3 points • Non-compliant or no submission- 0 points
5.2	Describe how you will manage data and management information such as traveller profiles, tracking of savings and missed savings, tracking of unused airline tickets, cancellation, traveller behaviour, transaction level data, etc.	5		<ul style="list-style-type: none"> • Each element of the tool or tools should be adequately described in detail in order to be awarded the full points for each sub-section - 5 points • Partial requirements submitted - 3 points • Non-compliant or no submission- 0 points
5.3	Give actual examples of standard reports that you currently have available including a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract. Give an indication of reports that can be customised.	5		<ul style="list-style-type: none"> • Each element of the tool or tools should be adequately described in detail in order to be awarded the full points for

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
				<p>each sub-section - 5 points</p> <ul style="list-style-type: none"> • Partial requirements submitted - 3 points • Non-compliant or no submission- 0 points
6	ACCOUNT MANAGEMENT	12		
6.2	Describe what quality control procedures/ processes you have in place to ensure that your clients receive consistent quality service.	3		<ul style="list-style-type: none"> • Quality control procedures / processes you have in place to ensure that your clients receive consistent quality service = 3 points • No / irrelevant information provided = 0 points
6.3	<p>Describe how queries, requests, changes, and cancellations will be handled</p> <ul style="list-style-type: none"> • a detailed response indicating procedures with respect to • your mitigation and issue resolution process. 	3		<ul style="list-style-type: none"> • Procedures have been provided to address how queries, requests, changes and cancellations will be handled, as well as the mitigation process for resolving service issues = 3 points • No / irrelevant information provided = 0

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
				points
6.4	What is in place to ensure that Umalusi's travel Policy is enforced?	2		<ul style="list-style-type: none"> • Procedures defined on how Umalusi's travel Policy will be enforced = 2 points
6.5	How will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys on behalf of Umalusi.	2		<ul style="list-style-type: none"> • Proposal defines how the SLA will be managed and how will they go about doing customer satisfaction surveys = 2 points • No / irrelevant information provided = 0 points

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
6.6	Indicate what workshops/training will be provided to Travel Bookers on the OBT/ traditional booking.	2		<ul style="list-style-type: none"> Proposals indicates how the training process will be conducted for the travel bookers = 2 points No / irrelevant information provided = 0 points
7	VALUE ADDED SERVICES	8		
7.1	<p>Provide information on any value-added services your company can offer. Umalusi requires, and is not limited to, the following services:</p> <ul style="list-style-type: none"> Destination information for regional and international destinations; Health warnings; Weather forecasts; Places of interest; Visa information; 	8		<ul style="list-style-type: none"> 0,5 point per each value-added service listed that is described, up to a maximum of 8 points

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
	<ul style="list-style-type: none"> • Travel alerts; • Location of hotels and restaurants; • Information including the cost of public transport; • Rules and procedures of the airports; • Business etiquette specific to the country; • Airline baggage policy; and • Supplier updates • Electronic voucher retrieval via web and smart phones and or mobile applications • SMS notifications for travel confirmations; • Travel audits, as and when required • VIP services for Executives that include, but is not limited to check-in support 			
8	COST MANAGEMENT	6		

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
8.1	Describe your detailed strategic cost savings plan for the contract duration. What items do you target for maximum cost savings results for Umalusi?	4		<ul style="list-style-type: none"> • Detailed strategic cost savings plan indicating items targeted for maximum cost savings results – 4 points • One of detailed strategic cost savings plan or Items targeted for maximum cost savings results indicated – 2 points • No / irrelevant information provided = 0 points
8.2	Describe how you will assist Umalusi to realise cost savings on annual travel spend.	2		<ul style="list-style-type: none"> • Initiatives to assist Umalusi to realise cost savings on annual travel spend. – 2 points • No / irrelevant information provided = 0 points
9	OFFICE MANAGEMENT	12		
	<p>The TMC is required to provide Umalusi with suitably experienced human resources of the following roles but not limited to:</p> <ul style="list-style-type: none"> • Operations Manager 	12		<ul style="list-style-type: none"> • 2 points each per the suitably experienced specified resource and • Proposed relevant organogram provided = 2 points

Section No	Technical Evaluation Criterion	Weight	Please put a reference in Bid Document to where this has been addressed.	Points allocation
	<ul style="list-style-type: none"> • Finance Manager / Branch Accountant • Admin Back Office (Creditors / Debtors/Finance Processors) • System Administrator / online specialist • Conference Administrator <p>Provide an organogram and CVs of the staff members who will be working on the Umalusi account.</p>			<ul style="list-style-type: none"> • No / irrelevant organogram provided = 0 points

The tender submitted will be functionally evaluated out of 100 Points (converted to 80 Points). Should the bidder/s not meet the minimum required points, they will be disqualified and will not qualify for the evaluation of **PRESENTATIONS.**

31.20 Presentations

31.20.1 Bidders who obtain the required minimum threshold 70 Points during the functionality evaluation will be required to do a presentation which will include and not limited to the following:

PRESENTATION CRITERIA
<ul style="list-style-type: none"> • Company profile • Summary of the proposal, Methodology and project roll out • After hours process and emergency processes • Cost saving strategy - Describe and provide examples of cost savings initiatives implemented and achieved at previous clients. Indicate what items were targeted for maximum cost savings results • Contract negotiations on preferred prices with other service providers • invoicing and finance related matters • Online booking tool on offer and a demonstration the system capabilities. • Traditional booking process • Q&A on technical submission.

Bidders who obtain less than the minimum threshold of 10 points will be declared non-responsive and therefore will not be eligible for evaluation of phase 5 on Price and B-BBEE

31.21 Fifth Stage - Price/B-BBEE Evaluation

31.21.1 Bidders who submitted all the required mandatory requirements will be evaluated in terms of the 80/20 preference point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the Bidder.

31.21.2 Points are allocated in terms of the BBEE Codes of Good Practice guideline as indicated in the table below. Bidders must submit valid BBEE Certificates which will be verified.

B-BBEE status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

31.21.3 A bidder shall not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the Bidder intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the Bidder qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

31.21.4 The points scored by a tenderer for B-BBEE contribution will be added to the points scored for price.

31.21.5 The points scored will be rounded off to the nearest two decimal places.

31.22 PRICING SCHEDULE (Refer to Annexure K)

31.22.1 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.

31.22.2 Transaction Fees

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.

- i. On-site option (**Template 1**)
- ii. Off-site option (**Template 2**)

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

AND

31.22.3 Management Fee

The management fee is the total fee per annum that will be charged to UMALUSI in sixty (60) payments. UMALUSI will pay the fee monthly in arrears.

- i. On-site option (**Template 3**)
- ii. Off-site option (**Template 4**)

ANNEXURE

B

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	T0004	CLOSING DATE:	03 December 2021	CLOSING TIME:	12:00
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DESCRIPTION

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**UMALUSI
37 GENERAL VAN RYNEVELD STREET
PERSEQUOR TECHNOPARK
PRETORIA**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

Supply Chain Management

012 349 1510

012 349 1511

tenders@Umalusi.org.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

SCM

012 349 1510

012 349 1511

tenders@Umalusi.org.za

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
----------------------------	----------------------------	----	-------------------------------	-------------

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE FROM AN	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	-------------------------------------	---

AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
---	--	--	--

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
--	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

ANNEXURE

C

SBD 2

Please attach hereto an
Original Valid Tax
Clearance Certificate and
Tax Compliance Status
Verification Pin issued by
SARS as required in terms of
Regulation 16 of the
Preferential Procurement
Regulations, 2001

SBD 2 – Tax Clearance Certificate Requirements

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

Note: Valid Original Tax Clearance Certificate is mandatory

ANNEXURE

D

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

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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.....
Closing Time 11:00	Closing date: 03 December 2021

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

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ANNEXURE E

SBD4 – Declaration of Interest

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/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, shareholder²):

.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

.....

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.

2.6.1 The names of all directors / trustees / shareholders² / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

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.

2.8.1 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?

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.

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

2 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral Number

3 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ANNEXURE

F

SBD 6.1 – Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 million (all applicable taxes included) and therefore the 80/20 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:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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 service provider 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:

80/20

or

90/10

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

Where

P_s = Points scored for 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)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A bidder who qualifies as an 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 as well as the consolidated B-BBEE certificate for the trust, consortium or joint venture (should the entity wish to claim preference points)
- 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		NO	
-----	--	----	--

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"/>
-----	--------------------------	----	--------------------------

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

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

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. transportation, 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 service provider 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 –

- (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.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS:
.....

ANNEXURE

G

SBD 8 – 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 has-
 - 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? (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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) 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	<p>Is the bidder or any of its directors listed on the Register for BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p>The Register for BID Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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:		

Item	Question	Yes	No
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

ANNEXURE

H

SBD 9 - Certificate of Independent Bid Determination

- 1 This Standard Bidding Document (SBD) must form part of all bids³ 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).⁴ Collusive bidding is a per 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. disregard 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:

³ Includes price quotations, advertised competitive bids, limited bids, and proposals.

⁴ 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 consortium⁵ will not be construed as collusive bidding.

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

⁵ 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.

ANNEXURE

I

General Conditions of Contract

THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

THE NATIONAL TREASURY Republic of South Africa



1. **Definitions**
 1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods
- 1.22 "Republic" means the Republic of South Africa
- 1.23 "SCC" means the Special Conditions of Contract
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms.
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

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

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

15. Warranty

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

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

source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his

discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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 Bid 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that 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.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance

- certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE

J

Company profile of the bidder

Insert the company profile here **Annexure J**. The document will not be evaluated but should be used by the company for marketing purposes.

ANNEXURE

K

**PLEASE
INSERT THE
PRICING
SCHEDULE
HERE**