



**BID NO: SAMS SA/004/2018/19: APPOINTMENT OF TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS FOR THE SOUTH AFRICAN MARITIME SAFETY AUTHORITY (SAMS SA).**

**PART 1**

**1. LETTER OF INVITATION TO THE SERVICE PROVIDER:**

**BIDS TO BE SUBMITTED TO:**

South African Maritime Safety Authority  
146 Lunnon Road  
Cnr Jan Shoba & Lunnon Road  
Hillcrest  
0183

Attention: J Chilopo

Tel: 012 366 2600

email: [jchilopo@samsa.org.za](mailto:jchilopo@samsa.org.za)

**ISSUE DATE:** 07 DECEMBER 2018

**COMPULSORY INFORMATION SESSION:** 09 JANUARY 2019

**Time:** 10h00 -11h00

**VENUE:**

South African Maritime Safety Authority  
146 Lunnon Road  
Cnr Jan Shoba & Lunnon Road  
Hillcrest

**PRETORIA**

0183

**CLOSING DATE:** 24 JANUARY 2019 at 11:00 am

**Note:** Please note that all applicants who do not attend the compulsory information session will be automatically disqualified; and will not be entertained.

South African Maritime Safety Authority (SAMSA) hereby wishes to appoint Travel Management Company for a period of three (3) years. The appointed Travel Management Company will be required to provide service to all SAMSA Head Office including eleven (11) regional offices.

A service provider will be selected under the procedures described in this Request for Proposal (RFP) document.

The RFP consists of the following documents:

- **Part 1** – Letter of Invitation
  - **Part 2** – Instructions
  - **Part 3** – RFP Requirements
  - **Part 4** - Pricing Model
  - **Part 5** – Evaluation Criteria
  - **Part 6** - Required Documents
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- Confidentiality and Non-disclosure Agreement (Annexure A);
  - Invitation to Bid (SBD 1);
  - Tax Clearance Certificate Requirements (SBD 2);
  - Pricing Schedule (SBD 3.3 Professional Service);
  - Declaration of Interest (SBD 4);
  - Preference Points Claims Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1);
  - Declaration of Bidder's Past SCM Practices (SBD 8); and
  - Certificate of Independent Bid Determination (SBD 9).

**Note:** Failure to provide any one of the documents required in **Part 6** may lead to an immediate disqualification of the service provider from the tender process.

In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFP, you are consenting to the processing by SAMSA or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify SAMSA against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

## **PART 2 - INSTRUCTIONS**

### **2.1 INTRODUCTION SAMSA**

1.1. The South African Maritime Safety Authority (SAMSA) was established on the 1st April 1998 under the SAMSA Act 5 of 1998. The objectives of the Authority are:

- To ensure safety of life and property at sea;
- To prevent and combat pollution from ships in the marine environment; and
- To promote the Republic's maritime interests.

SAMSA has also been charged with the responsibility of executing the following:

- Administration of the Merchant shipping (National Small Vessel Safety) Regulation, 2007, as amended (the Regulations). The Regulations extends SAMSA's Core mandate to include inland waterways (only waterways accessible to the public) within the Republic. That is to ensure boating safety on our waters.
- Implementing and executing the Long-Range Identification and Tracking (LRIT) of vessels along the South African coastline. The Long-Range vessels monitoring system assist in securing South Africa's coastal waters in the midst of the rising lawlessness at sea, with particular reference to the worrying scourge of pirate attacks along the east coast of Africa.

SAMSA's head office is based in Pretoria, while there are 8 other offices based along the South African coastline.

One of the strategic objectives of the unit: Supply Chain Management is to enhance customer services and service delivery. In doing so, it is essential to provide a travel service to SAMSA to ensure achievement of its goals and objectives. It is essential that the services contracted are of high quality, and are efficient, effective and there is value for money in meeting such goals.

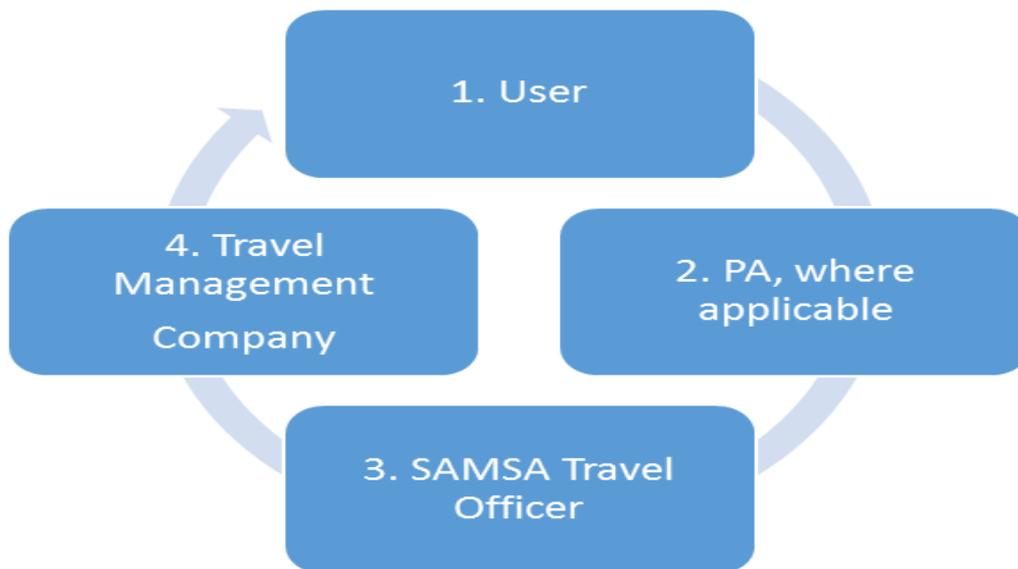
### **2.2 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the provision of travel management services to SAMSA.

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

## 2.3 BACKGROUND

SAMSA currently uses Off-site TMC to manage the travel requisition and travel expense processes within the travel management lifecycle. The process flow for a request to travel is basically the following:



Between the User and the Travel Agent there are 1 or 2 intermediaries. Before the travel is confirmed there is to/from communication / documentation between the above parties. The travel requisition is manually captured on internal travel forms that go through a manual authorisation approval procedure and are then forwarded to the SAMSA travel desk. The SAMSA travel desk forwards the approved travel requisition into TMC for a minimum of three pricing options. Upon receipt, of the quote options, these go through an internal approval process for the selection of a suitable option.

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

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

Bidders are requested to provide a proposal for automated self-service system which will assist SAMSA to achieve the following:

- Implementation of a self-service travel system aligned with our Delegation of Authority
- Strive for paperless systems
- Provide back office support service (including after hours) when required, e.g. missed flights, change of flights, etc.
- Offer any value-added services

## 2.4 DEFINITIONS

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

**After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 8h00 am on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays

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

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

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

**Department** means the organ of state, Department or SAMSA that requires the provision of travel management services.

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

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

International travel refers to travel outside the borders of the Republic of South Africa.

**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.).

**Merchant Fees** are fees charged by the lodge card company at the point of sale for bill back charges for ground arrangements.

**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.

**Regional travel** means travel across the border of South Africa to any of the Countries in the African Continent.

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

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

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

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

**Traveller** refers to a SAMSA official, consultant or contractor travelling on official business on behalf of SAMSA  
Travel Booker is the person coordinating travel reservations with the Travel Management Company

**(TMC) consultant** on behalf of the Traveler, e.g. the personal assistant of the traveler.

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

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

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

**VAT** means Value Added Tax.

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

## **2.5 CONTRACTUAL COMMITMENT**

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of SAMSA. Any notification of preferred bidder status by SAMSA shall not give rise to any enforceable rights by the Bidder. SAMSA may cancel this RFP any time prior to the formal written agreement being executed by or on behalf of SAMSA. SAMSA reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party. SAMSA reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to: driving socio-economic development objectives that are enshrined in various government policies.

## **2.6 CONFIDENTIALITY**

All bidders to this RFP will be required to sign the confidentiality and non-disclosure agreement outlined on Annexure A in this document.

## **2.7 SUBMISSION FORMAT (RETURNABLE SCHEDULES)**

Bidders are required to submit a comprehensively detailed and clearly indexed bid response in accordance with the submission format specified below (each schedule must be clearly marked):

### **2.7.1 Cover Page**

- The cover page must clearly indicate the Bid Number, Bid Description and the Bidder's Name.

### **2.6.2 Schedule 1**

- Executive Summary (explaining how you understand the requirements of this RFP, summary of your proposed solution and the summary of your experience relevant to the requirements of this RFP)
- Annexure B of this RFP document (See Part 6) (duly completed and signed)

### **2.7.3 Schedule 2**

- All documents listed on Part 6 of this RFP Document (duly completed and signed);
- Valid Tax Clearance Certificate(s) (TCC);
- Valid Certificate of Incorporation i.e. CIPC company registration documents.

- Valid B-BBEE verification certificate indicating the contribution level of the bidding entity. An Exempted Micro Enterprises (EME) with an annual turnover less than R10 million, is only required to obtain a sworn affidavit confirming the annual total revenue and level of black ownership. A Qualifying Small Enterprise (QSE) that has 51% or more black beneficiaries may obtain a sworn affidavit confirming the annual total revenue and level of black ownership.

**Note:** If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

- Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

#### **2.7.4 Schedule 3**

- Technical Proposal in line with the Technical Evaluation Criteria in Part 4 of this RFP document.

#### **2.7.5 Schedule 4**

- Financial/ Price Proposal of this RFP document

**Note:** Bidders are requested to submit 1 original copy and 1 hardcopy of their printed proposals and one electronic copy on portable media.

### **2.8 SUBMISSION OF PROPOSALS**

- The closing date for the submission of proposals is **24 January 2019 at 11h00am**. Duly completed proposals must be sealed in an envelope that is endorsed with the words **“SAMSA004/2018/19: “Travel Management Company”**. The envelope must be posted in the tender box at SAMSA reception desk located at: Physical address **146 Lunnon Road, Cnr Jan Shoba & Lunnon Road, Hillcrest, Pretoria, 0183**.

- Bidders must ensure that they sign the **Receipt register** at the Reception.
- Late or incomplete tender proposals will not be accepted or considered and any proposal delivered to any address other than the address mentioned above will not be accepted.
- E-mailed, posted or faxed proposals will **NOT** be accepted.

**Note:** SAMSA will not be responsible for bids delivered by courier services which are not in the tender box at the time closing date and time.

## **2.9 QUERIES AND CLARIFICATIONS**

Any additional information required which is not clarified in the specifications must be addressed in writing to (jchilopo@samsa.org.za) by **14 JANUARY 2019**. Additional information may be provided at SAMSA's discretion, who reserves the right to provide the same information to all other interested parties, should this enhance the submission. SAMSA reserves the right to request meetings with Bidders to clarify responses or seek additional information to refine assessments. SAMSA reserves the right to conduct supplier due diligence prior to final award or any time during the contract period. This may include site visits and requests for additional information.

## **2.10 Automatic Disqualification**

If ever it is found that the bidder or person(s) acting on behalf of the bidder has, in the RFP or during the whole process of evaluation, selection, etc.:

- Misrepresented or altered material information in whatever way or manner;
- Promised, offered or made gifts, benefits to any SAMSA employee;
- Canvassed, lobbied in order to gain unfair advantage;
- Committed fraudulent acts; and
- Acted dishonestly and/or in bad faith.

Such bidder and/or person(s) may automatically be disqualified from further participation in this process. Any attempts by the bidders to directly or indirectly canvas any member of SAMSA's personnel for support may result in disqualification of their bid/proposal.

## **2.11 PROPOSAL COSTS**

All costs and expenses incurred by the bidder relating to their participation in, and preparation of this proposal process shall be borne by the bidder exclusively.

## **2.12 VALIDITY PERIOD**

The proposals should remain valid for at least **120** days after the closing date.

## **2.13 IMPORTANT DATES**

**Release of RFP: 07 DECEMBER 2018**

**Last day of queries: 14 JANUARY 2019**

**Responses to queries: 16 January 2019**

**Closing date for submission of proposals: 24 January 2019**

SAMSA reserves the right to amend any date specified above. Any changes will be communicated to the interested parties.

## **2.14 Transformation**

SAMSA promotes transformation within the maritime services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled). Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

## **3. PART 3 - RFP REQUIREMENTS**

### **3.1 SCOPE OF WORK**

#### **3.1.1 Overall Requirement:**

SAMSA's requirements for domestic and/or international travel in line with the policy covers the following amongst other issues:

#### **a) Air travel**

- Plan, arrange, amend bookings as requested, confirm bookings and execute payment by pre-agreed means of all air travel bookings
- Negotiate discounts and the most cost effective air travel options with all available airlines which meet the minimum standard on behalf of SAMSA and report efforts made on this periodically
- Negotiate discounts (rands16 or credits) on accumulated expenditure for air travel with all available airlines on behalf of SAMSA and revert back to SAMSA for executive decisions as appropriate

**b) Vehicle Rental**

- Arrange, amend bookings as requested and confirm bookings for all vehicle rentals and/or shuttles bookings to satisfy SAMSA' minimum requirements and execute payment.
- Negotiate discounts/vouchers with all available vehicle rental and/or shuttle service providers on behalf of SAMSA and report efforts made on this periodically

**c) Accommodation**

- Arrange, amend bookings as requested and confirm bookings for all accommodation needs to satisfy SAMSA' minimum requirements and execute payment
- Negotiate discount s/vouchers with all major hotel groups or lodges that meet the standard requirements on behalf of SAMSA and report efforts made on this periodically

**c) Visa and Passport**

- The Travel Management Company should also, where relevant provide service relating to visas, passports, special and/or once off arrangements, etc.

**3.3.2 Travel Volumes**

The current SAMSA total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions for the FY 2017/2018 as follows:

<b>NO</b>	<b>Service description</b>	<b>Estimated Number of Transactions per annum</b>
1	Air travel - International	200
2	Air Travel- Regional	250
3	Air Travel- Domestic	3500
4	Air Travel- International (Re-issue)	20
5	Air Travel- Regional (Re-issue)	5
6	Air Travel- Domestic (Re-issue)	350
6	Refunds- Air Domestic	40
7	Refunds- Air Regional	5
8	Refunds- Air International	5
9	Car rental - Domestic	1000
10	Car rental – Regional	0
11	Car rental - International	0

	Transfers/shuttle -Domestic	1000
	Transfers/shuttle -Regional	20
	Transfers/shuttle -International	50
	Accommodation - Domestic	1400
	Accommodation - Regional	15
	Accommodation – International	50
	Bus/coach Bookings	30
	Train bookings- International	5
	Visa Assistance (Provision of documents and advise)	20
	SMS Notifications	1000
	Airport parking bookings	100
	After Hours Services	300
	Additional Ad-hoc Reports (per report)	36
	After Hours Services	1000
	Additional Ad-hoc Reports (per report)	0
	Customised Reports (per report)	1400
	Travel Lodge card Reconciliation	56
	<b>GRAND TOTAL</b>	<b>11857</b>

**Note:** These figures are projections based on the current trends and they may change during the tenure of the contract. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

### 3.3 SERVICE REQUIREMENTS

3.3.1 SAMSA has the following requirements that must be met by the appointed Travel Management Company:

- a) All air travel tickets, accommodation vouchers, vehicle and shuttle booking confirmations will be timeously delivered/e-mailed to SAMSA via the relevant staff. Only in exceptional cases and where prior agreement is in place with SAMSA, may travel arrangements be requested/collected or received by any other person not directly employed by SAMSA.
- b) The Travel Management Company must allocate a sufficient number of staff to manage this account which includes consultants, administrative and payment personnel as well as overall management.
- c) SAMSA requires 24 hours service where emergencies occur and where the direct involvement of the Travel Management Company is necessary to resolve any issues concerning air travel, vehicle rental/shuttle service and accommodation arrangements. A mobile number (or numbers) should be provided for this purpose.

d) Take overall responsibility to confirm all bookings, air travel, shuttle services, vehicle rentals, accommodation bookings, visa/passport applications, etc. and ensure that payment has been made and that confirmation thereof is communication to SAMSA timeously prior to the date of any such booking.

e) Communicate emergency/short notice changes with regard to flights, accommodation, land transportation, etc. effectively and as soon as available to avoid SAMSA travelers being stranded without being informed of the relevant changes in advance.

f) Provide a dedicated contact person(s) for SAMSA arrangements.

g) Ensure correct referencing of transactions (SAMSA Unique Accreditation / Facility Numbers) to reconcile it with the SAMSA Assessment Plan.

### **3.3.2 Reports: The following is required with respect to reports for submission to SAMSA:**

a) Financial reports detailing all expenses incurred per month for all transactions processed. The report shall be provided to SAMSA monthly on the first day of each month for expenses incurred the previous month.

b) The report shall as a minimum include a detailed summary of all transactions processed, the number and details of change requests, all savings and credits accumulated per month.

c) Advance notice on imminent tariff/discount adjustments which are in place must be declared and communicated to SAMSA in writing and this should form part of the monthly report. The Travel Management Company will be responsible for ensuring continuous negotiations for lower tariffs or higher discounts and report on efforts made in this regard on a quarterly basis

d) Benefits, discounts, refunds, etc. received from the service providers should be declared as part of the monthly report.

### **3.3.3 General Requirement**

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

a). The travel services will be provided to all Travelers travelling on behalf of SAMSA, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that SAMSA is responsible for the arrangement and cost of travel.

- b). Provide travel management services during normal office hours (Monday to Friday 8h00-17h00) and provide after hours and emergency services as stipulated in paragraph 6.
- c). Familiarisation with current SAMSA travel business processes.
- d) Familiarisation with current travel suppliers and negotiated agreements that are in place between SAMSA and third parties. Assist with further negotiations for better deals with travel service providers.
- e). Familiarisation with current SAMSA Travel Policy and implementations of controls to ensure compliance.
- f). Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g). Provide a facility for SAMSA to update their travelers' profiles.
- h). Manage the third party service providers by addressing service failures and complaints against these service providers.
- i). Consolidate all invoices from travel suppliers.
- j). Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

#### **3.3.4 Reservations**

The Travel Management Company will:

- a. Receive travel requests from travelers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e- tickets and vouchers immediately and send it to the travel booker and traveler via the agreed communication medium.
- b. always endeavour to make the most cost effective travel arrangements based on the request from the traveler and/or travel booker.

- c. apprise themselves of all travel requirements for destinations to which travelers will be travelling and advise the Traveler of alternative plans that are more cost effective and more convenient where necessary.
- d. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e. book the negotiated discounted fares and rates where possible.
- f. must 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 traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g. book parking facilities at the airports where required for the duration of the travel.
- h. respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)
- j. must issue all necessary travel documents, itineraries and vouchers timeously to traveler(s) prior to departure dates and times.
- k. advise on all visa requirements and facilitate the process well in advance.
- l. advise the traveler of all inoculation requirements well in advance.
- m. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- n. facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- o. note that , unless otherwise stated, all cases include domestic, regional and international travel bookings.

- p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury or by SAMSA are non-commissionable, where commissions are earned for SAMSA bookings all these commissions should be returned to SAMSA on a quarterly basis.
- q. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by SAMSA.
- r. Timeous submission of proof that services have been satisfactorily delivered (invoices) as per SAMSA' instructions.

### **3.3.5. Air Travel**

- a. The TMC must be able to book full service carriers as well as low cost carriers.
- b. The TMC will book the most cost effective airfares possible for domestic travel.
- c. For international flights, the airline which provides the most cost effective and practical routings may be used.
- d. The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the traveler.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveler (if applicable).
- f. Airline tickets must be delivered electronically (SMS and/or email format) to the traveler(s) and travel bookers promptly after booking before the departure times.
- g. The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.
- h. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.
- i. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.

- j. Ensure that travelers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- k. Assist with lounge access if and when required.

### **3.3.5 Accommodation**

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain 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 traveler
- c. This includes planning, booking , confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with SAMSA' travel policy.
- d. SAMSA travelers may only stay at accommodation establishments with which SAMSA has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveler, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveler and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National Treasury or SAMSA.
- e. Accommodation vouchers must be issued to all SAMSA travelers for accommodation bookings and must be invoiced to SAMSA as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

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

- a. The TMC will book the approved category vehicle in accordance with the SAMSA Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the traveler on the best time and location for collection and return considering the Traveler's specific requirements.
- c. The TMC must ensure that relevant information is shared with travelers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the traveler that may include rail, buses and transfers.
- e. The TMC will book transfers in line with the SAMSA Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- f. The TMC should manage shuttle companies on behalf of SAMSA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

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

- a. The TMC must provide a consultant or team of consultants to assist Travelers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist VIP/Executive Travelers with after hour or emergency assistance.
- c. 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.
- d. A call centre facility or after hours contact number should be available to all travelers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

- e. 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.

### **3.3.7 Communication**

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

### **3.3.8 Financial Management**

- a. The TMC must implement the rates negotiated by SAMSA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- b. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to SAMSA for payment within the agreed time period.
- c. Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.
- d. 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 SAMSA for the services rendered.
- e. 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.
- f. Consolidate Travel Supplier bill-back invoices.

g. In certain instances where institutions have a travel lodge card in place, the payment of air, accommodation and ground transportation is consolidated through a corporate card vendor.

h. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to SAMSA' 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.

i. Ensure Travel Supplier accounts are settled timeously.

### **3.3.9 Technology, Management Information and Reporting**

a. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.

b. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.

c. All management information and data input must be accurate.

d. The TMC will be required to provide SAMSA with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.

The reporting templates can be found to:

<http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

e. Reports must be accurate and be provided as per SAMSA' specific requirements at the agreed time. Information must be available on a transactional level that reflect detail including the name of the traveler, date of travel, spend category (example air travel, shuttle, accommodation).

f. SAMSA may request the TMC to provide additional management reports.

g. Reports must be available in an electronic format for example Microsoft Excel.

h. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:

#### **3.3.10 Travel**

- a) After hours' Report;
- b) Compliments and complaints;
- c) Long term accommodation and car rental;
- d) Extension of business travel to include leisure;
- e) Upgrade of class of travel (air, accommodation and ground transportation);
- f) Bookings outside Travel Policy.

#### **3.3.11 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) Receipt delivery report;
- i) Monthly Bank Settlement Plan (BSP) Report;

- j) Refund Log;
- k) Open voucher report, and
- l) Open Age Invoice Analysis.
- i. The TMC will implement all the necessary processes and programs to ensure that all the details secure at all times and not accessible by any unauthorised parties.

### **3.3.12 Account Management**

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

### **3.3.13 Value Added Services**

The TMC must provide the following value added services:

- a. **Destination information for regional and international destinations:**

- i. Health warnings;
  - ii. Weather forecasts;
  - iii. Places of interest;
  - iv. Visa information;
  - v. Travel alerts;
  - vi. Location of hotels and restaurants;
  - vii. Information including the cost of public transport;
  - viii. Rules and procedures of the airports;
  - ix. Business etiquette specific to the country;
  - x. Airline baggage policy; and
  - xi. Supplier updates
- b. Electronic voucher retrieval via web and smart phones;**
- c. SMS notifications for travel confirmations;**
- d. Travel audits;**
- e. Global Travel Risk Management;**
- f. VIP services for Executives that include, but is not limited to check-in support.**

#### **3.3.14 Cost Management**

- a. The National Treasury cost containment initiative and the SAMSA' Travel Policy is establishing a basis for a cost savings culture.
- b. It is the obligation of the TMC Consultant to advise on the most cost effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- c. 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 traveler satisfaction.
- d. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with SAMSA' Travel Policy

to ensure that the traveler reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

### **3.3.15 Quarterly and Annual Travel Reviews**

- a. Quarterly reviews are required to be presented by the Travel Management Company on all SAMSA travel activity in the previous three-month period. These reviews are comprehensive and presented to SAMSA' Procurement and Finance teams as part of the performance management reviews based on the service levels.
- b. Annual Reviews are also required to be presented to SAMSA' Senior Executives.
- c. These Travel Reviews will include without limitation the following information:
  - 1. After hours report;
  - 2. Total quarterly spend and savings;
  - 3. Bookings outside Travel Policy;
  - 4. Complaints

### **3.3.16 Office Management**

- a. The TMC to ensure high quality service to be delivered at all times to the SAMSA' travelers. The TMC is required to provide SAMSA with highly skilled and qualified human resources of the following roles but not limited to:
  - a. Senior Consultants
  - b. Travel Manager (Operational)
  - c. Finance Manager / Branch Accountant
  - d. Admin Back Office (Creditors / Debtors/Finance Processors)
  - e. Key Account Manager

### **3.4 CONTRACT DURATION**

The appointed service provider will be required to start with project implementation immediately after signing the contract. The service provider will be expected to maintain and support the system for a period of three (3) years.

## **PART 4: PRICING MODEL**

### **4. PRICING MODEL**

4.1 SAMSA requires bidders to propose a pricing models based on transactional fee model. Refer to Annexure B for pricing schedule.

4.1.1 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.

4.1.2 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 SAMSA reservations will be paid to the TMCs;
- iii. An open book policy will apply and any commissions earned through SAMSA volumes will be reimbursed to SAMSA.
- iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

## **PART 5. EVALUATION CRITERIA**

### **5.1 Administrative compliance**

The following evaluation process and criteria will be used to evaluate all bids submitted:

All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

## **PHASE 1: Prequalification criteria**

### **5.1.1 EVALUATION AND SELECTION CRITERIA**

#### **Phase 1: Administrative Requirements**

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

Without limiting the generality of SAMSA's other critical requirements for this Bid, bidder(s) must submit the documents listed below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

**The evaluation during this stage is to review bid responses for purposes of assessing compliance with RFP requirements, which requirements include the following:**

- (a) Submission of a valid Tax Clearance Certificate as referenced in Part 2 above;
- (b) Submission of CSD Report/ MA number
- (c) Submission of a valid B-BBEE verification
- (d) Submission of duly completed Standard Bidding Documents and other requirements, as reflected in this RFP, which cover the following:
  - Technical Proposal in line with the Technical Evaluation Criteria in Part 5 of this RFP document
  - Financial/ Price Proposal in line with Part 4 of this RFP document
  - All required documents in line with Part 6 of this RFP

**Note:** Failure to comply with the requirements assessed in Level 1 (governance), may lead to disqualification of bids.

#### **5.1.2 Phase 1: Mandatory Technical Requirements**

5.1.3 All bid responses that do not meet the Mandatory Technical Requirements will be disqualified, and will not be considered for further evaluation on the Other Technical Requirements.

5.1.4 The Mandatory Technical Requirements are as follows:

5.1.4.1 Bidders are required to submit their International Air Transport Association (IATA) license/ certificate (certified copy)

### **Added advantage**

5.1.4.1 ASATA (Association of South Africa Travel Agency or any other professional travel body will be an added advantage.

5.1.4.1 Where a bidding company is using a 3<sup>rd</sup> party license or certificate, proof of the agreement must be attached.

### **5.1.3 Phase 2 –Technical Evaluation Criteria**

Only bidders achieving a minimum score of 75 points will be evaluated further in the next stage. The bidder's proposal should respond comprehensively to the technical evaluation criteria. The technical evaluation criteria is set out below:

#### **Functionality Evaluation**

<b>Functionality Criteria</b>	<b>Weight</b>	<b>Maximum score</b>
<p><b><u>Experience</u></b></p> <p>Bidder's proven competency in rendering the similar service, extensive knowledge of the project proven by the number years rendering the similar services including on-line booking tool. Testimonials/reference letters from at least three (3) contactable existing/recent clients (within past 3 years) rendering similar services must be attached.</p> <p>Guidance:</p> <p><b><u>Sub-Criteria</u></b></p> <p>0-2 years= 1x5 3-4 years=2x5 4-5 years=3x5 6-7 years=4x5 8+ =5x5</p>	<b>5x6</b>	<b>30</b>

<p><b><u>Project Size in terms of Rand Value of previous project similar to Travel Management Services</u></b></p> <p><b><u>N.B</u></b> Provide measurable supporting documents e.g appointment letter, order or a contractM.</p> <p><b><u>Sub criteria</u></b></p> <p>1 Million to 5 Million (5 points)  &gt; 5 to 20 Million (10 points)  &gt;Over 20 Million (15 points)</p>		15
<p><b><u>Services</u></b></p>		25
<p>Manage all reservations/ bookings, indicate how online domestic and international travel reservations/ bookings will be handled. E.g. online booking system: travel booking process, approvals, issuing of travel vouchers/ itineraries, reporting etc.</p>	<p><b>1 = Poor,  2 = Acceptable,  3 = Good,  4 = Very good  5 = Excellent.</b></p>	
<p>Describe all refunds and non-refundable airline tickets. Describe in detail how will the unused and cancelled air tickets be handled i.e. managed, reported and communicated.</p>	<p><b>1 = Poor,  2 = Acceptable,  3 = Good,  4 = Very good  5 = Excellent.</b></p>	
<p>Invoicing and management accidents claims from hired vehicles Describe how invoicing will be handled and list all supporting documents to validate the claim. How will you manage the travel management lodge card.</p>	<p><b>1 = Poor,  2 = Acceptable,  3 = Good,  4 = Very good  5 = Excellent.</b></p>	
<p>Use of technology communication platforms TMC should have access to use such platforms like WhatsApp applications to establish contact with travellers when required or to communicate important information, track employees that are travelling for safety reasons.</p>	<p><b>1 = Poor,  2 = Acceptable,  3 = Good,  4 = Very good  5 = Excellent.</b></p>	
<p>After-hours and emergency services. The bidder must have capacity to provide reliable and consistent after hours and emergency support services. The bidder must have indicated how it is accessed, located, owned or outsourced etc.</p>	<p><b>1 = Poor,  2 = Acceptable,  3 = Good,  4 = Very good  5 = Excellent.</b></p>	

<p><b>Office Support and Management</b></p> <p>Provide a detailed plan for implementing the travel management services. The plan must include the following: (a) Individuals responsible for implementation (b) Project plan for implementation including timeline, roles and responsibilities (c) Dependencies or third parties</p>	<p><b>1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very good 5 = Excellent.</b></p>	<p><b>20</b></p>
<p><b>Business Continuity Plan:</b></p> <p>How will the TMC address system downtime and back up recovery of information, times, maintenance period. Provide details of the disaster recovery plan in the event of power failure, technical difficulties or resource unavailability.</p>	<p><b>1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very good 5 = Excellent.</b></p>	
<p>Describe how travellers data privacy interests will be safeguarded</p>	<p><b>1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very good 5 = Excellent.</b></p>	
<p>Expertise/ Experience/qualifications of support personnel to be assigned to the SAMSA contract. (CVs detailing competency of all personnel to be assigned to CIPC for all required services).</p> <p><b>Sub- criteria</b></p> <p><b>Account Manager:</b> 2-5 years (1 point), &gt;5 years (2 points)</p> <p><b>Senior Travel Consultant:</b> 3-5 years (1 point), &gt;5 years (2 points)</p> <p><b>Intermediate Travel Consultant:</b> 2-3 years (1 points) &gt;4 years (2 points)</p> <p><b>Junior Travel Consultant:</b> 1-2 years (1 points) &gt;3 years (15 points)</p> <p><b>Finance Contact:</b>2-5 years (1 point), &gt;5 years (2 points)</p>		<p><b>10</b></p>
<p><b>TOTAL SCORE</b></p>		<p><b>100</b></p>

Sufficient information must be provided to allow the Bid Evaluation Committee to score bids against all these criteria.

**The bidder must obtain a minimum score of 75% of points allocated for quality (Functionality) to qualify for further evaluation.**

### Phase 3 – Preference Point System

Bidders that achieved a minimum score of 75 points in last phase of technical evaluation will progress to this level (level 3) and will be evaluated in accordance with the preference point system.

In accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (No. 5 of 2000), the 80/20 point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes **90** points and a maximum of **10** points will be awarded based on the bidder's B-BBEE Status Level Certificate.

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

The following formula will apply

Price Evaluation

$$BBBEE = P_s = 90 \left\{ \frac{1 - P_t - P_{min}}{P_{min}} \right\} = 90 \text{ points Price} = 20 \text{ points BBBEE}$$

The following conditions will apply:

Points scored will be rounded off to the nearest 2 decimal places.

- In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

- A contract may, on reasonable and justifiable grounds, be awarded to the bid that did not score the highest number of points.

#### 5.1.4 PRESENTATION/DEMONSTRATION

Shortlisted service providers must be prepared to make presentations to SAMSA (at own expenses for at least **30 minutes (maximum) 15 min presentation and 15 min questions and answers) on how they will assist SAMSA to render a service in respect of travel services.** Failure to attend the presentation when called upon will disqualify the bidder(s). Bidders presentations should focus on the evaluation criteria to substantiate further merits of their bid.

Bidders who managed to achieve a minimum score of 70 out of 100 on functionality will be called for presentations. The presentation will be evaluated according to the scorecard below:

NO	CRITERIA	MAXIMUM POINTS
1	<p><b>Experience</b></p> <p>Bidder's proven competency in rendering the similar service, extensive knowledge of the project proven by the number years rendering similar services including on-line booking tool.</p>	10
	<p><b>Online Services</b></p> <ul style="list-style-type: none"> <li>• Manage all reservations/ bookings, indicate how online domestic and international travel reservations/ bookings will be handled. <b>1 to 5 points</b></li> <li>• Live Demo presentation of the system: travel booking process approvals, issuing of travel vouchers/ itineraries, reporting etc. <b>1 to 5 points</b></li> <li>• Describe all refunds and non-refundable airline tickets. Describe in detail how the online booking tool will track unused and cancelled air tickets and how refundable tickets and non-refundable tickets will be handled. <b>1 to 5 points</b></li> <li>• Invoicing Describe how invoicing will be handled and list all supporting documents to validate the claim <b>1 to 5 points</b></li> <li>• SAMSA will be making use of lodge card to settle for air travel, please indicate how reconciliation process will be handled, without delaying payment thereof. <b>1 to 5 points</b></li> </ul>	30

	<ul style="list-style-type: none"> <li>• After-hours and emergency services. The bidder must have capacity to provide reliable and consistent after hours and emergency support services. The bidder must indicate how it is accessed, located, owned or outsourced. <b>1 to 5 points</b></li> </ul>	
	<p><b>Systems</b></p> <ul style="list-style-type: none"> <li>• Describe how travellers' data privacy interests will be safeguarded <b>1 to 5 points</b></li> <li>• Ability to provide required solution without subcontracting.</li> </ul> <p>Is the system owned and operated by you or outsourced? Plans to set up a support system including training and time frame Provide a sample of the monthly or quarterly travel management review reports <b>1 to 5 points.</b></p>	<b>10</b>
		<b>50</b>

## 6. PART 6 – REQUIRED DOCUMENTS

### STANDARD BIDDING DOCUMENTS

In addition to the Annexures listed below, the following documents must be completed, signed and submitted together with the bid response:

- Confidentiality and Non-disclosure Agreement (Annexure A);
- Invitation to Bid (SBD 1);
- Tax Clearance Certificate Requirements (SBD 2);
- Pricing Schedule (SBD 3.3 Professional Service or 3.1 Purchases);
- Declaration of Interest (SBD 4);
- Preference Points Claims Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1);
- Declaration of Bidder's Past SCM Practices (SBD 8); and
- Certificate of Independent Bid Determination (SBD 9).

**Note:** Failure to submit these documents may lead to disqualification of the bid.

**ANNEXURE A: NON DISCLOSURE AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**Entered into between:**

**SAMSA**

A company duly incorporated under the laws of Republic of South Africa, having its main place of business at 146 Lunnon Road, Cnr Jan Shoba & Lunnon Road, Hillcrest 0183 registered under Act 5 of 1998

(Hereinafter referred to as “the Discloser”)

And

.....

A company duly incorporated under the laws of Republic of South Africa, having its main place of business

at.....

with registration number:.....

(Hereinafter referred to as “the Recipient”)

## PREAMBLE

Whereas the Discloser will disclose certain confidential information to the Recipient, for purposes of \_\_\_\_\_;

And whereas the Recipient wishes to receive confidential information on the condition that the Recipient will not disclose the same to any third party or make use thereof in any manner except as set out below.

The Discloser and the Recipient hereby agree to the following:

### 1. Definitions

Unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement, shall have the following meaning:

1.1 “**Agreement**” shall mean this written document together with all written appendices, annexures, exhibits or amendments attached to it from time to time;

1.2 “**Commencement Date**” shall mean the date of last signature of this agreement,

1.3 “**Confidential Information**” shall mean all information which:

1.3.1 pertains to the Disclosing Purpose, disclosed, revealed or exchanged by the Discloser to the Recipient, and which pertains to, but is not limited to all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exist at the time of revealing the content thereof to the Recipient, the content of all possible future agreements which the Discloser intends to enter into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, business or financial aspects of the Discloser; and/or

1.3.2 any information of whatever nature, which has been or may be submitted by the Discloser to the Recipient, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, business or financial data, know-how, formulae, processes, specifications, sample reports, models, customer lists, computer software, inventions or ideas; and/or

1.3.3 Any dispute between the Parties resulting from this Agreement; and/or

1.3.4 Any fault or defect in any aspect of the business of the Discloser, irrespective of whether the Discloser knows about such a fault or defect;

1.4 “**Notice**” shall mean a written document;

1.5 “**Parties**” shall mean both the Discloser (SAMSA) and the Recipient.

1.6 “**Board**” shall mean Board of Directors of the Discloser.

**2. Obligations of the Recipient**

The Recipient shall:

2.1 use the confidential information disclosed to it solely for the purposes of  
.....  
.....  
.....and for no other purpose whatsoever (“Disclosing Purpose”);

2.2 treat and safeguard the Confidential Information as private and confidential;

2.3 ensure proper and secure storage of all Confidential Information;

2.4 not at any time without the prior written consent of the Discloser or another employee of the disclosure from which he received the information,

2.4.1 disclose or reveal to any person or party either the fact that discussions or negotiations are taking, or have taken place between the Board, employee and another employee or the content of any such discussions or other facts relating to the Disclosing Purpose, except where required by law or any governmental, or regulatory body;

2.5 not create the impression with or lead any third party to interpret or construe any condition contained in this Agreement, that this Agreement is an Agency Agreement and/or Partnership Agreement and/or a Joint Venture and/or any other similar arrangement;

2.6 not allege that this Agreement grants it, either directly, or by implication, or by estoppel or otherwise a license under any patent or patent application, or that it is entitled to utilize the Confidential Information in any way contrary to the stipulations contained in this Agreement;

2.7 on termination of this Agreement act with the Confidential Information in accordance with a Notice delivered to it by the Discloser and if no such Notice was delivered, the Recipient shall destroy the Confidential Information in a similar manner to which it would destroy information that it would consider to be its own Confidential Information.

### **3. Obligations of the Discloser**

Subject to clause 2, the Discloser shall:

3.1 disclose to the Recipient, in writing any relevant information in their possession or under their care; and

3.2 furnish the Recipient at least 7 (seven) calendar days prior to this Agreement being terminated, for whatever reason, with a Notice instructing the Recipient about what it should do with the Confidential Information once the Agreement has been terminated.

### **4. Exclusions**

The provisions of Clause 3 above will not apply to any Confidential Information which:

4.1 is at the time of disclosure to the Recipient, within the public domain and could be obtained by any person with no more than reasonable diligence;

4.2 come into the public domain and could be obtained after such disclosure, otherwise than by reason of a breach of any of the undertakings contained in this Agreement;

4.3 is subsequently provided to the Recipient by a person who has not obtained such information from the Discloser, provided that, in any such case, such information was not obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality whether expressed or implied;

4.4 is disclosed with the written approval of the Discloser; is or becomes available to a third party from the Discloser on an unrestricted basis;

4.6 is obliged to be reproduced under an order of court or government agency of competent jurisdiction.

### **5. Commencement**

This Agreement shall commence on the Commencement Date.

## **6. Cancellation**

6.1 The Agreement shall not terminate automatically. Either party must be able to terminate on written notice to the other party once the Disclosing Purpose is completed. The obligations of confidentiality under this Agreement shall continue to apply after assignment or termination of this Agreement.

6.2 The Parties further agree that either Party shall have the right at any time to give notice in writing to terminate this Agreement forthwith in the event of a material breach of any of the terms and conditions of the Agreement. If the breach in question is one which can effectively be remedied, the Parties shall endeavour to jointly try to remedy such breach, failing which, the Agreement shall be terminated.

## **7. Interpretation**

7.1 The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement;

7.2 Any reference in this Agreement to the singular includes the plural and vice versa;

7.3 Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and vice versa.

## **8. Dispute Resolution**

8.1 A dispute concerning or arising out of this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by –

- negotiation; failing which
- mediation; failing which
- arbitration

8.2 Within ten (10) Business Days of notification, the parties must seek an amicable resolution to the dispute by referring it to designated and authorized representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within fifteen (15) Business Days

8.3 If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead)(“AFSA“).

8.4 If mediation fails, the parties must refer the dispute within fifteen (15) Business Days for resolution by arbitration (including any appeal against the arbitrator’s decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Pretoria under the then current rules for expedited arbitration of AFSA.

8.5 If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.

8.7 The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.

8.8 This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

8.9 This clause is a separate, divisible agreement from the rest of this Agreement and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause.

**9. Domicilium and Notices**

The Parties elect the following addresses as their respective *domicilium citandi et executandi*, at which all notices and other communications must be delivered for the purposes of this Agreement:

9.1 Discloser:

9.1.1 by hand at 146 Lunnon Road, Cnr Jan Shoba & Lunnon Road, Hillcrest, Pretoria 0183

Marked for the attention of: .....

9.1.2 by post at: P.O. Box 13286, Hatfield, Gauteng, Republic of South Africa 2010

Marked for the attention of .....

9.1.3 by telefax at (012) 366 2602

Marked for the attention of .....

**9.2 Recipient:**

9.2.1 by hand at .....

Marked for the attention of.....

9.2.2 by post to: \_\_\_\_\_

Marked for the attention of: .....

9.2.3 by telefax at .....Marked for the attention of:.....

9.3 Any notice or communication required or permitted to be given in terms of this agreement shall only be valid and effective if it is in writing.

9.4 Any notice addressed to either of the Parties and contained in a correctly addressed envelope and sent by registered post to it at its chosen address or delivered by hand at its chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, if sent by registered post, on the 14th (fourteenth) calendar day after posting and, in the case of hand delivery, on the day of delivery.

9.5 Any notice sent by telefax to either of the Parties at its telefax number shall be deemed, unless the contrary is proved, to have been received:

9.5.1 if it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within 2 (two) hours of transmission;

9.5.2 if it is transmitted outside of these times, within 2 (two) hours of the commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.

## 10. Entire Agreement and Variations

10.1 This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.

10.2 No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

10.3 Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

## 11. Data Security

11.1. The Recipient shall, at all times, ensure compliance with any local and international laws, regulations, policies or codes that may be enacted from time to time and put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risk to any information that may be shared or accessed through a computer or any other form of electronic communication pursuant to the Agreement.

For purposes of this clause,

“Information” shall mean, but not be limited to:

11.1.1. all cyber related information, including data; a computer program; output of a computer program; a computer system; article; data message; a computer data storage medium; output of a computer program and output of data;

11.1.2. Personal Information as defined in section 1 of the Protection of Personal Information Act No. 4 OF 2013 (“**POPIA**”) read with Section 1 of the Promotion of Access to Information Act No. 2 of 2000; and

11.1.3. Any other information that may be shared or accessed pursuant to the Agreement.

11.2. The Recipient shall notify the Discloser in writing of any cybercrimes or any suspected cybercrimes in its knowledge and to report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, within 10 days of becoming aware of such crime or suspected crime.

## **12. Protection of Personal Information**

12.1. For purposes of this clause–

12.1.1. the following terms shall bear meanings contemplated in Section 1 of the POPIA: consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

12.1.2. “binding corporate rules” means personal information processing policies, within a group of undertakings, which are adhered to by a responsible party or operator within that group of undertakings when transferring personal information to a responsible party or operator within that same group of undertakings in a foreign country; and “group of undertakings” means a controlling undertaking and its controlled undertakings.

12.2. The Parties acknowledge and agree that, in relation to personal information that may be processed pursuant to the Agreement, the Discloser is the responsible party and the Recipient is the operator.

12.3. The Recipient must process such personal information only with the knowledge or authorisation of the Discloser and treat personal information which comes to its knowledge as confidential and must not disclose it, unless so required by law.

12.4. The Recipient must secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information. In order to give effect to the obligations set out in this clause 11.2, the Recipient must take reasonable measures to:

12.5.1. identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;

12.5.2. establish and maintain appropriate safeguards against the risks identified;

12.5.3. regularly verify that the safeguards are effectively implemented; and

12.5.4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

12.6. The Recipient shall have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations.

12.7. The Recipient shall notify the Discloser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

12.8. The Recipient shall appoint an information officer and an appropriate number of deputy information officers as may be required by the POPIA, and must provide the Discloser with the details of such officers, whose responsibilities shall include

12.8.1. the encouragement of compliance, by the Recipient, with the conditions for the lawful processing of personal information;

12.8.2. dealing with requests made to the Recipient pursuant to the POPIA;

12.8.3. working with the Regulator in relation to investigations conducted under the POPIA;

12.8.4. otherwise ensuring compliance by the Recipient with the provisions of the POPIA; and

12.8.5. as may be prescribed by the POPIA.

12.9. The Recipient shall not transfer personal information about a data subject to a third party who is in a foreign country without Prior written consent of the Discloser. The Discloser will not grant such consent unless

12.9.1. the third party who is the recipient of the information is subject to a law, binding corporate rules or binding agreement which provide an adequate level of protection that

12.9.1.1. effectively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person and, where applicable, a juristic person; and

12.9.1.2. includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country;

12.9.2. the data subject consents to the transfer;

12.9.3. the transfer is necessary for the performance of a contract between the data subject

and the responsible party, or for the implementation of pre-contractual measures taken in response to the data subject's request;

12.9.4. the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the responsible party and a third party; or

12.9.5. the transfer is for the benefit of the data subject, and

12.9.5.1. it is not reasonably practicable to obtain the consent of the data subject to that transfer; and

12.9.5.2. if it were reasonably practicable to obtain such consent, the data subject would be likely to give it.

12.10. The Recipient shall process personal information of data subjects in accordance with the conditions for the lawful processing of personal information as contemplated in the POPIA, and shall at all times put sufficient measures in place to ensure compliance with the POPIA, including compliance with any compliance notices and information notices served on the Recipient under the POPIA.

### **13. Assignment, Cession and Delegation**

Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

### **14. Relaxation**

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

### **15. Waiver**

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

### **16. Severability**

In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

**17. Governing Law**

The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.

**SIGNATURES**

I, the undersigned, \_\_\_\_\_, herewith confirms that my position within the Recipient is that of \_\_\_\_\_ and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the \_\_\_\_\_day, of \_\_\_\_\_, for and on behalf of the Recipient.

I, the undersigned \_\_\_\_\_, herewith confirms that my position within the Discloser is that of Executive Manager: \_\_\_\_\_ and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the \_\_\_\_\_ day, of \_\_\_\_\_ by signing this Agreement, for and on behalf of the Discloser.

\_\_\_\_\_  
Signature for and on behalf of Discloser

\_\_\_\_\_  
Signature for and on behalf of Recipient

**SECTION B: STANDARD BIDDING DOCUMENTS**



**PART A**

**INVITATION TO BID**

**BID NO: SAMS SA/004/2018/19: APPOINTMENT OF TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS FOR THE SOUTH AFRICAN MARITIME SAFETY AUTHORITY (SAMS SA).**

<b>BID NUMBER:</b>	<b>SAMS SA/004/2018/19</b>	<b>CLOSING DATE &amp; CLOSING TIME:</b>	<b>22 JANUARY 2019 @ 11:00 AM</b>
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**DESCRIPTION**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

**South African Maritime Safety Authority  
146 Lunnon Road  
Cnr Jan Shoba & Lunnon Road  
Hillcrest  
PRETORIA  
0183**

**SUPPLIER INFORMATION**

<b>NAME OF BIDDER</b>			
<b>POSTAL ADDRESS</b>			
<b>STREET ADDRESS</b>			
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>
<b>CELLPHONE NUMBER</b>			

<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>E-MAIL ADDRESS</b>				
<b>VAT REGISTRATION NUMBER</b>				
	<b>TCS PIN:</b>		<b>OR</b>	<b>CSD No:</b>
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]</b>	<input type="checkbox"/> Yes  <input type="checkbox"/> No		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</b>				
<b>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX</b>	<input type="checkbox"/>	<b>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)</b>		
	<input type="checkbox"/>	<b>A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)</b>		
	<input type="checkbox"/>	<b>A REGISTERED AUDITOR</b>		
		<b>NAME:</b>		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes  <input type="checkbox"/> No  <b>[IF YES ENCLOSE PROOF]</b>		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <b>[IF YES ANSWER PART B:3 BELOW ]</b>

<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			
<b>DEPARTMENT/ PUBLIC ENTITY</b>	<b>SOUTH AFRICAN MARITIME SAFETY AUTHORITY</b>		
<b>CONTACT PERSON</b>	<b>J CHILOPO</b>		
<b>TELEPHONE NUMBER</b>	<b>012 366 2600</b>		
<b>FACSIMILE NUMBER</b>	<b>012 366 2601</b>		
<b>E-MAIL ADDRESS</b>	<a href="mailto:jchilopo@samsa.org.za">jchilopo@samsa.org.za</a>		

## **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 ONLINE**
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.**

#### **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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.**
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN 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](http://WWW.SARS.GOV.ZA).**
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.**
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.**

**3 QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

3.4 DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO

3.5 DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA  YES  NO

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

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

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

**PRICING SCHEDULE – FIRM PRICES**

**SBD 3.1**

**(PURCHASES)**

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

<b>ITEM NO.</b>	<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)</b>
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**R:**

- Required by: **SAMSA & ITS REGIONAL OFFICES**
- 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**
- Delivery basis .....

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

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

**\*Delete if not applicable**

**DECLARATION OF INTEREST**

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

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“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.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars: Name of person / director / trustee / shareholder/ member:

.....

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

.....  
.....

Position occupied in the state institution: .....

Any other particulars:

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

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....  
.....

2.10 Are you, or any person connected with the bidder, YES/NO

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?

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

Full details of directors / trustees / members / shareholders.

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


4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

.....

Signature

Date

.....

.....

Position

Name of bidder

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.7 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.

- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

**4 PROCESS TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number .....

Closing date:.....

Name of bidder.....

Postal address .....

Signature.....

Name (in print)..... Date.....

**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.**

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**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;

- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	<b>10</b>	20
2	<b>9</b>	18
3	<b>6</b>	14
4	<b>5</b>	12
5	<b>4</b>	8
6	<b>3</b>	6
7	<b>2</b>	4

8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

YES		NO	
-----	--	----	--

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bid**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. 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:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**SBD 9**

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

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

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
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.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

## **GENERAL CONDITIONS OF CONTRACT**

6.1 The purpose of this document is to:

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

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

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

## **6.2 TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchase in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 "GCC" means the General Conditions of Contract.
  - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his

subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11 Insurance**

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

## **12. Transportation**

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

### **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

### **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

## **16. Payment**

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

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

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

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

## **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 already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

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

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

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

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.\
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **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
- (ii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

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

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

#### **25. Force Majeure**

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

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

#### **26. Termination for insolvency**

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

## **27. Settlement of Disputes Limitation of liability**

27. 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.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **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.

#### **34.1 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 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.

## **Annexure B**

### **1. STRUCTURE OF THE TENDER**

The below table for RFP/BID \_\_\_\_\_ contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

### **2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES**

#### **2.1 Tender submission format**

"2.1.1 Bidders must submit a paper copy and an electronic copy of the Pricing Schedule. In the event of discrepancy, the paper copy will prevail."

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

"2.1.3 Bidders must complete and submit management fee model of offsite, transactional fee model onsite

2.1.4 Bidders must reference RFP/BID main document **3.3.2** for current travel volumes.

#### **2.2 Input pricing schedule**

2.2.1 Bidders must not make any changes to the below pricing schedule

#### **2.3 Currency and VAT**

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

"2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders must complete the templates with unit prices excluding VAT."

**ANNEXURE B**

**TABLE 1: PRICING SCHEDULE ONLINE BOOKINGS**

BID NO.					
RFP NAME:		THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS			
BIDDER NAME					
<b>1.1 TRANSACTION FEES</b>					
		ONLINE BOOKINGS			
ITEM	Transaction Type	Estimated Volume	Unit Price (excl VAT)	Unit Price (incl VAT)	TOTAL Price (incl VAT)
1	Air Travel – International	200	R	R	R
2	Air Travel – Regional	50	R	R	R
3	Air Travel – Domestic	3500	R	R	R
4	Air Travel – International (Re-issue)	20	R	R	R
5	Air Travel – Regional (Re-issue)	5	R	R	R
6	Air Travel – Domestic (Re-issue)	350	R	R	R
7	Refunds – Air Domestic	40	R	R	R
8	Refunds – Air Regional	5	R	R	R
9	Refunds – Air International	5	R	R	R
10	Car Rental – Domestic	1000	R	R	R
11	Car Rental – Regional	0	R	R	R
12	Car Rental – International	0	R	R	R
13	Transfers/Shuttle – Domestic	1000	R	R	R
14	Transfers/Shuttle – Regional	20	R	R	R
15	Transfers/Shuttle – International	50	R	R	R
16	Accommodation – Domestic	1400	R	R	R
17	Accommodation – Regional	15	R	R	R

18	Accommodation – International	50	R	R	R
19	Bus/Coach Bookings	30	R	R	R
20	Train bookings – International	5	R	R	R
21	Visa Assistance (Provision of documents and advice)	20	R	R	R
22	SMS Notifications	1000	R	R	R
24	Parking bookings	100	R	R	R
25	Cancellations	100	R	R	R
26	Changes to bookings	400	R	R	R
27	After Hours Services	300	R	R	R
28	Additional Ad-hoc Reports (per report)	36	R	R	R
29	Customised Reports (per report)	12	R	R	R
30	Travel Lodge card Reconciliation	12	R	R	R

Percentage for Online Booking		Percentage Online	100,00%	
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<b>PRICE THAT WILL BE USED FOR EVALUATION PURPOSES</b>			R		
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<b>1.2 CONFERENCE TRANSACTION FEE</b>					
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Item	Description	Percentage Fee			
1	Conference Transaction Fee (as a % of the Total turnover of the event)		R		

Bidders are encouraged to quote optional additional service offering separately.

**ANNEXURE C**

**TABLE 2: MANAGEMENT FEE MODEL**

**OFF-SITE SERVICES**

<b>RFP NO:</b>				
<b>RFP NAME:</b>		THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS		
<b>BIDDER NAME</b>				
<b>ESTIMATED TRANSACTION VOLUMES PER ANNUM *</b>				
		See Section 3.3.2 of the bid document		

**1.1 MANAGEMENT FEES**

			<b>ONLINE BOOKINGS</b>	
<b>ITEM</b>	<b>Transaction Type</b>		<b>Annual Cost (Excl VAT)</b>	<b>Annual Cost (Incl VAT)</b>
<b>Fixed Costs (Management Fees)</b>		<b>Estimated #</b>		
1	Compensation			
	Receptionist			
	Senior Travel Consultants			
	Intermediate Travel Consultants			
	Junior Travel Consultants			
	Travel Manager			
	Finance Manager / Accountant			
	Admin Back Office (Creditors/ Debtors / Finance Processors			
	Strategic Account Manager			
	System Administrator			
2	Standard Monthly Reports (3 St Reports x 12 months)			

3	Standard Weekly Reports (3 Weekly Report x 52 weeks)			
4	* Communication (SMS, Email alerts, Industry updates)			
5	Marketing			
6	Technology (Software Licences)			
7	Computing / GDS Fees			
8	Office Leasing (if applicable)			
9	Utility bills (phone, broadband, electricity, etc.			
10	Association membership fees			
11	Banking Services (Interest, Merchant Fees, etc.)			
17	Profit			
<b>Total Fixed Annual Cost (Excl VAT)</b>			<b>R</b>	<b>R</b>
<b>ONLINE BOOKINGS</b>				
<b>Variable Costs</b>		<b>Estimated #</b>	<b>Annual Cost (Excl VAT)</b>	<b>Annual Cost (Excl VAT)</b>
1	After-Hours (VIP/Executive Travel Consultant) (Estimated at <b>20</b> Calls per month)	<b>240</b>		
2	After-Hours Call Center / Contact Number(17h00 - 8h00 Weekdays; 24 hours weekends and public holidays) (Estimated at <b>50</b> Calls per month)	<b>600</b>		
3	Stationery (Estimated per annum)			
4	Training & Recruitment (own Staff estimated per annum)			
<b>Total Variable Annual Cost (Excl VAT)</b>			<b>R</b>	<b>R</b>



**ANNEXURE D**

<b>RFP NO:</b>	
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<b>RFP NAME:</b>	<b>THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS</b>
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<b>BIDDER NAME</b>	
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**Price Declaration:**

**Dear Sir/Madam**

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide OFF-SITE travel management service to SAMSA at the following total amounts (including VAT) = R

**In words:**

**TABLE 1: Transaction Fee (Off-Site)**

<b>TOTAL PRICE (incl. VAT)</b>	<b>R</b>
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**In words:**

**Template 4: Management Fee (Off-Site)**

<b>TOTAL PRICE (VAT INCL)</b>	<b>R</b>
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**In words:**

**In words:**

**We undertake to hold this offer open for acceptance for a period of 180 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the [Institution Name]**

**We understand that [Institution Name] are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.**

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Signature

Date

Print name of signatory: .....

Designation: .....

FOR AND ON BEHALF OF: COMPANY NAME

Tel No: .....

Fax No: .....

Cell No: .....

Email:.....