



MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

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Beneficiary	Municipal Infrastructure Support Agent (MISA)
Enquiries (all enquiries should be in writing)	Supply Chain Management 012 848 5300 tenders@misa.gov.za All enquiries should be forwarded within 7 days before the closing date. Late enquiries may not be addressed.
Postal Address	1303 Heuwel Avenue, Riverside Office Park, Letaba House Centurion, 0046
Project Name	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA) FOR A PERIOD OF THIRTY SIXTY (36) MONTHS
Reference No.	MISA/TMS/FC/049/2025/26
Compulsory Briefing Date & Time	31 MARCH 2026 @ 10h00
Closing Date & Time	15 APRIL 2026 @ 11h00
Name of the Tenderer:	
Tendered Amount	

1. INVITATION

The Municipal Infrastructure Support Agent (MISA) intends to appoint a service provider to support MISA with Travel Management Services.

2. BACKGROUND

MISA was established as a government component accountable to the Executive Authority of Cooperative Governance and Traditional Affairs (COGTA). It is a special purpose vehicle whose primary mandate is to coordinate and provide technical support to municipalities to facilitate sustainable municipal infrastructure provisioning and management. Its primary function is to support municipalities in infrastructure planning, development and management, operations and maintenance as well as building technical capacity for effective delivery and management of municipal infrastructure.

3. OBJECTIVES

The objective of the terms of reference is to define the terms for sourcing a service provider to do Travel Management Services. MISA requires the services of an appropriate qualified service provider for the provisioning of Travel Management Services for a period of 36 months.

4. PURPOSE

To solicit proposals from potential bidder(s) for the provision of travel management services to MISA.

The document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by MISA for the provision of travel management services. It does not constitute an offer to do business with MISA but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

5. 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 by the TMC after normal working hours, i.e. 23h00 to 8h00 on Mondays to Fridays and Twenty-Hour (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 traveller.

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

Department means the organ of state, Department or Public Entity 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.

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

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

Lodge Card is a credit card which is specifically designed purely for business travel expenditure. There is typically one credit card number which is "lodged" with the TMC at to which all expenditure is charged.

Management Fee is the fixed negotiated fee payable to the 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.

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

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

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

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

Traveller refers to a MISA official, consultant or contractor or guest travelling on official business on behalf of MISA.

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

Travel coordinator is the person coordinating travel reservations with the Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.

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.

6. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS.

- a) Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
- b) The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- c) Bids submitted must be complete in all respects.
- d) Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
- e) Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
- f) All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
- g) A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
- h) No bid sent through the post or submitted by other electronic means will be considered.
- i) Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
- j) Any alteration made by the bidder must be initialled.
- k) Only black ink is allowed for the completion of the bid document. Use of correcting fluid is prohibited.
- l) Bids will be opened in public as soon as practicable after the closing time of bid.

- m) Where practical, prices are made public at the time of opening bids.
- n) If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
- o) The bidder must initial each and every page of the bid document.

7. OTHER CONDITIONS OF THIS BID

7.1 MISA reserves the right:

- a) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- b) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c) To accept part of a tender rather than the whole tender.
- d) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g) MISA has the right to advise the TMC about services rendered by the service provider.
- h) Misa reserved the right to request original billings randomly from the TMC.
- i) Misa reserves the right to terminate the contract should the TMC fails to honour the Terms of Reference as outlined.

7.2 The bidder must be registered on the Central Supplier Database (CSD) prior to the award.

7.3 All bidder's tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD.

- 7.4 The bidder(s) are required to submit two (2) hard copies of each file, one (1) original and one (1) duplicate), in a soft copy (PDF format) and/or a USB, with content of each file by the [Closing date dd mm yyyy at hh: mm. Each file and/or a USB must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 7.5 Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates, or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective of the main bidder having submitted an original or certified copy of his/her own B-BBEE certificate.
- 7.6 A valid original or certified copy of B-BBEE Certificate issued by SANAS accredited Agency must be submitted with the tender OR a valid copy of a sworn affidavit attested by a commissioner of Oaths in terms of justices the peace and commissioners of oaths act 16 of 1963 as amended, prepared and issued in terms of the amended B-BBEE must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid copy of a consolidated B-BBEE Certificate issued by SANAS accredited Agency must be submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.
- 7.8 Bidders that are EMEs or QSEs should make use of the attached compliant Sworn affidavits, to claim B-BBEE points. Generic sector codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE (Non eliminating, unless expressly mentioned in the document).
- 7.9 In cases where the key personnel have qualifications that were obtained outside South Africa, the bidder must submit a SAQA Verification Certification indicating the relevant equivalent South African Qualifications.

8. PRESENTATION / DEMONSTRATION

MISA reserves the right to request presentations/demonstrations from bidders before the finalisation of the bid process.

9. SCOPE OF WORK

9.1 Background

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

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

9.2 Travel Volumes

The current MISA total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The table below details the number of transactions per annum:

Service Category	Estimated Number of Transactions per annum
Air travel – Domestic	1875
Air Travel - Regional & International	20
Car Rental – Domestic	1000
Car Rental - Regional & International	20
Shuttle Services – Domestic	500
First Class Parking (Airports) 1	300
First Class Parking 2	200
Accommodation – Domestic	3500
Accommodation - Regional & International	20
Transfers - Regional & International	20
Bus/Coach bookings	20
Train - Regional & International	20
Conferences/Events	100
After Hours	100
Insurance for overseas travellers	20
Forex	20
Car Hire Damages	20
GRAND TOTAL	7755

Note: These figures are projections based on the current trends, and they may change during the tenure of the contract; it is a 12 month's estimate starting from 01 Feb 2025 until 31 January 2026. The figures are meant for illustration purposes to assist the bidders to prepare their proposals, and they are not in any way binding.

9.3 Service Requirements

The successful bidder will be required to provide travel management services including without limitation, the following:

9.3.1 General

- a) The travel services will be provided to all Travellers travelling on behalf of MISA regionally, domestically and internationally. This will include employees and contractors, consultants and clients where MISA is responsible for the arrangement and cost of travel.
- b) Provide travel management services during normal office hours (Monday to Friday 8h00 – 23h00) and provide after hours and emergency services.
- c) Familiarisation with current MISA's Travel Policy and implementations of controls to ensure compliance.
- d) Penalties incurred as the result of the inefficiency or fault of a travel consultant will be for the TMC's account. Familiarisation with current MISA's travel business processes is very important.
- e) Provide a facility for MISA to update their travellers' profiles.
- f) Manage the third-party service providers by addressing service failures and complaints against these service providers.
- g) Provide a detailed transition plan for implementing the service without service interruptions.

9.3.2 Reservations

The Travel Management Company will:

- a) Receive travel requests from travellers and/or Travel coordinators, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets, SMS and vouchers immediately and send it to the Travel coordinator and traveller via the agreed communication medium.
- b) Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.
- c) Where it is impractical to obtain a minimum of three (3) price comparisons, deviations will be dealt with according to the approved MISA Travel policy.
- d) The Cost Containment measures by National Treasury must be always adhered to.

- e) 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 traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f) Book parking facilities at the airports where required for the duration of the travel.
- g) Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- h) Must be able to facilitate group bookings (e.g. for meetings, conferences, events and accommodations),
- i) Must issue all necessary travel documents, itineraries, SMSs and vouchers timeously to traveller(s) prior to departure dates and times.
- j) For International travel, advise the Traveller of all visa and vaccination requirements well in advance.
- k) Must maintain public liability insurance to cover any claims for personal injury, illness, death, or property damage that may arise during the execution of services under this contract.
- l) Assist with the issuing of travel insurance for international trips where required.
- m) Facilitate any reservations that are not bookable on the massive real time computerised network.
- n) Note that, unless otherwise stated, all travels include domestic, regional and international travel bookings.
- o) Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- p) Negotiated airline fares, accommodation establishment rates, car rental rates and ground transportation that are negotiated directly or established by National Treasury or by MISA are non-commissionable, where commissions are earned for MISA bookings all these commissions should be returned to MISA on a quarterly basis.
- q) Ensure confidentiality in respect of all travel arrangements and concerning all officials requested by MISA.
- r) Monthly submission of proof that services have been satisfactorily delivered (invoices) as per MISA's instructions.
- s) TMC may not inflate charges on items that are not agreed on the initial quotation.
- t) The appointed Travel Management Service Provider will always ensure the continuity of travel-related services to MISA. The Service Provider must maintain adequate operational capacity, technological capability, and risk-

- u) mitigation measures to prevent any disruption to travel bookings, amendments, cancellations, traveller support, and related services.
- v) Develop, implement, and regularly update a comprehensive Business Continuity Plan that identifies potential risks, outlines preventative measures, and details response and recovery procedures to ensure continuous availability of travel management services.
- w) The appointed Service Provider shall remain fully accountable for ensuring that travel management services are continuously available and fully functional throughout the duration of the contract, thereby supporting the Organisation's operational efficiency and uninterrupted service delivery.

9.3.3 Air Travel bookings

- 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, regional and international travel, for international flights, the airline which provides the most cost effective and practical routings may be used.
- c) The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the Traveller.
- d) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the Traveller (if applicable).
- e) Airline tickets must be delivered electronically (SMS, WhatsApp and/or email format) to the traveller(s) and Travel coordinators promptly after booking before the departure times.
- f) 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.
- g) 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.
- h) The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- i) Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- j) Assist with lounge access if and when required.

9.3.4 Accommodation Bookings

- a) The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction approved by the Accounting Officer.
- 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 traveller. This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Dinner, Bed & Breakfast) in accordance with MISA's travel policy.
- c) MISA travellers may only stay at accommodation establishments with which the TMC has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or MISA.
- d) Accommodation vouchers must be issued to all MISA travellers for accommodation bookings and must be invoiced to MISA as per arrangement.
- e) 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.
- f) Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.
- g) The TMC must ensure that accommodation is paid upfront before arrival of the traveller.
- h) The TMC must comply with the following accommodation standards:
 - The accommodation must be a three-star, four star or five star as categorised in the Travel Management Policy and equipped with at least a Television (TV), Air conditioner, Wi-Fi, telephone, and the bed must be comfortable with clean linen/bedding.
- i) MISA may not incur cost due to failure of the TMC to meet required standards.

9.3.5 Car Rental and Shuttle Services Bookings

- a) The TMC will book the approved category vehicle in accordance with the MISA and Cost Containment measures with the appointed car rental service provider from the closest rental location (airport, hotel, and venue).
- b) The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c) The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, petrol cards, keys, rental agreements, damages, and accidents, etc.
- d) For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses, and transfers.
- e) The TMC will book transfers in line with the MISA 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 MISA 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 reporting period provide proof that negotiated rates were booked, where applicable.
- h) The TMC will be the first point of contact for any incidents involving hired vehicles.

9.3.6 After Hours and Emergency Services Bookings

- a) The TMC must provide a consultant or team of consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.
- b) A dedicated consultant/s must be available to assist VIP/Executive travellers with after hour or emergency assistance.
- c) After hours' services must be provided from Monday to Friday outside the official hours (23h00 to 8h00) and twenty-four (24) hours on weekends and Public Holidays as defined in these TOR and the Travel Policy.
- d) A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e) The Travel Management Company must have a Standard Operating Procedure (SOP) for managing after hours and emergency services. This must include relevant form generation of the request within 24 hours.

9.4 Communication

- a) The TMC may be requested to conduct workshops and training sessions for Travel coordinators of MISA.
- b) All queries 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 traveller, travel coordinator, travel management company in one smooth continuous workflow.

9.5 Financial Management

- a) The TMC must implement the rates negotiated by National Treasury with all travel service providers or the discounted air fares, or the maximum allowable rates established, 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 MISA for payment within the agreed period.
- c) The TMC should 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 MISA for the services rendered.
- e) Where the lodge card is not accepted, the TMC will pre-pay for such transactions (e.g., for smaller Bed & Breakfast /Guest House facilities). 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 MISA's Finance unit on the agreed time period (e.g. monthly). This includes attaching the Travel Authorisation or relevant form 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.

9.6 Technology, Management Information and Reporting

- a) The TMC must have the capability to categorise per car hire all information management related to travel expenses into a single source document with automated reporting tools.
- b) MISA may request the TMC to provide additional management reports.
- c) Reports must be available in an electronic format for example Microsoft Excel.

9.7 The travel Management company must submit the following Travel Report/s to MISA monthly/quarterly.

- a) After hours' Report;
- b) Compliments and complaints;
- c) Consultant Productivity Report;
- d) Long term accommodation and car rental;
- e) Upgrade of class of travel (air, accommodation and ground transportation) ;(if there's financial implications).
- f) Bookings outside Travel Policy, prior approval must be obtained from the Accounting Officer/delegated official for this kind of travel. In cases where there is no accommodation, the Travel Management Company must communicate with the coordinator immediately for rearrangement.

9.8 The following finance reports must be forwarded to MISA on a quarterly/monthly basis.

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

9.9 Account Management

- a) An Account Management structure should be put in place to respond to the needs and requirements of the MISA 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 MISA account.
- c) The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.
- d) A complaint handling procedure must be implemented to manage and record the compliments and complaints of MISA, the TMC and other travel service providers.
- e) Ensure that the MISA's Travel Policy is enforced.
- f) The Service Level Agreement (SLA) must be managed and customer satisfaction survey conducted twice a year to measure the performance of the TMC.
- g) Ensure that workshops/training is provided to MISA travel coordinators.
- h) During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

9.10 Cost Management

- a) The National Treasury cost containment initiative and the MISA's 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 traveller satisfaction.
- d) The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with MISA's Travel Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

9.11 Quarterly and Annual Travel Reviews

- a) Quarterly reviews are required to be presented by the Travel Management Company on all MISA travel activity in the previous quarter. These reviews are

- b) comprehensive and presented to MISA's Contract Management, Facilities Management and Finance teams must be part of the performance management reviews based on the service levels.
- c) Annual Reviews are also required to be presented to MISA's Senior management meetings.

9.12 Office Management

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

- a) Account Manager
- b) 5X Consultants (this includes the VIP/Executive consultants)

10. PRICING MODEL

MISA requires bidders to base their proposals on the transactional fee model as defined in these TORs.

Transaction Fees: Refer Annexure A2: Pricing Schedule

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.

11. PROPOSAL REQUIREMENTS

11.1 COMPANY EXPERIENCE

- a) The Travel Management Company should have five (05) years' minimum operational experience as a travel management services servicing the public sector.
- b) The Travel Management Company must submit at least three (03) minimum reference letters signed and dated from the public sector to support the number of years as well as the organisational size that they previously serviced and to prove that they have successfully performed, or they have been providing similar services from its previous and or current verifiable clients.
- c) Reference letters should include contacts details for verification purpose.
- d) NB: Purchase orders and appointment letters for goods and services will be disregarded as a form of reference. The reference letters should be submitted**

- e) ***to support the number of years' experience as well as the organisational size. Failure to submit the reference letters that indicate the number of years, experience as well as organisational size will result in no scoring.***
- f) **Bidders will be scored zero for failing to submit three reference letters and organisational size from the public sector.**

11.2 RESOURCES

Accounts Manager's Experience & Qualification

- a) The Accounts Manager should have minimum experience of 5 (five) years in travel management industry. The Account Manager with less than five years of experience will be scored zero points.
- b) The Accounts Manager should have a minimum of a three years tertiary qualification degree/diploma in: Tourism/Tourism Management/Business Administration/Business Management/Business Administration Management and Hospitality Management.
- c) A comprehensive CV including copies of ID and qualifications should be submitted with the proposal.

Travel Consultants Experience & Qualification

- a) A minimum of five (05) travel management consultants should have a minimum of two years' experience each in the travel management industry. Each consultant who meets this criteria will be scored three (03) points to make it a total of 15 points.
- b) Each consultant should have a minimum of a senior certificate (Matric) qualification and will be scored two (02) points for this qualification to make it a total of 10 points.
- c) A comprehensive CV including copies of ID and qualifications should be submitted with the proposal.

It is mandatory for bidders to provide five or more consultants, otherwise bidders will be scored zero for failure to adhere to this criteria.

Project Approach/Methodology

- a) Service providers to indicate what mechanisms and procedure that is going to be used to execute the service or project of this nature.
- b) The service provider should illustrate 24-hour Emergency Support Plan (illustrate on how the support plan will be rolled-out and the availability of support staff and resources).
- c) The TMC should define a plan roll out with regards to assigned resources. Illustration of the transition plan without service interruptions at the end of the contract.

Infrastructure

Service providers should demonstrate the ability to provide travel management services to MISA and that includes the following:

- a) Travel operative system.
- b) An Accounting package (Online booking system) for bookings, travel spend, Invoicing, drawing management reports monthly, quarterly and annually.
- c) Capability to have a fully functional after-hours system that issues out tickets and vouchers and emergency services to MISA.

Registration with relevant body

- The appointed travel management services should provide proof of registration with relevant registration bodies, i.e. Association of South African Travel Agents (ASATA) and International Air Transport Association (IATA).

12. EVALUATION CRITERIA

This bid will, amongst others, be evaluated in the following stage:

First stage: Mandatory Requirements

Second stage: Functionality Criteria

Third stage: Price and Specific goals

First Stage: Mandatory Requirements (Failure to comply with the below requirements will lead to disqualification)

- 1. Valid Certificates in Association of South African Travel Agents (ASATA) and International Air Transport Association (IATA). Where a bidding company is using a 3rd party for IATA licence, a signed agreement by both parties should be attached.**
- 2. Attendance of a Compulsory Briefing Session.**

Only Bidders that have met the Mandatory Requirements in (Stage 1) will be evaluated in Stage 2 for functionality. Functionality will be evaluated as follows:

The following criteria and weights will be applied when bids are assessed in terms of functionality:

Evaluation Criteria

NO.	EVALUATION CRITERIA	WEIGHT
1	<p>1.1 Company experience: A minimum of five (05) years' experience in providing travel management servicing the public sector</p> <p>a) Five years= 05 points b) More than five years but less than 10 years = 10 points c) More than ten years=15</p> <p>The company that does not meet the minimum criteria of five years experience will be scored zero points.</p> <p>1.2 Provide the minimum of three (03) reference letters indicating the organizational size for completed projects from contactable clients within 5 years within the public sector.</p> <p>a) Three reference letters:12 points b) Four reference letters= 16 points c) Five reference letters= 20 points d) More than five reference letters= 25</p> <p>Bidders will be scored zero for failure to submit the minimum of three reference letters indicating the organizational size for completed projects from contactable clients within 5 years in the public sector.</p>	40
2	<p>2.1 Manager Experience & Qualification:).</p> <p>2.2.1 Experience</p> <p>(The bidder will be scored zero (0) for failure to attach the CV and copies of ID and qualifications for Accounts Manager)</p> <p>a) Five (05) years = 05 Points b) More than five (05) years but less than eight years= 15 points c) Eight (08) years and above= 20 points</p> <p>2.2.3 Qualification</p> <p>a) Degree/National Diploma in Tourism, Tourism Management, Business Administration, Business Management, Business Administration Management and Hospitality Management. = 03 points b) Honours/B-Tech in Tourism/Tourism Management/Business Administration/Business Management/Business Administration Management/ Hospitality Management. = 05 points</p>	25
3.	<p>3.1 Five (05) Travel consultants Experience & Qualification</p> <p>3.1.1 Experience</p> <p>(The bidder will be scored zero (0) for failure to attach the CVs and copies of ID and qualifications for five (05) Travel Consultants.</p> <p>a) Two (02) years but less than three (03) years = 01 point</p>	25

	<p>b) Three (03) years and above= 02 points</p> <p>3.1.2 Qualifications</p> <p>a) Matric/senior certificate= 02 points</p> <p>b) Degree/National Diploma in Tourism/Tourism Management/Business Administration/Business Management/Business Administration Management/ Hospitality Management. = 03 points</p> <p>Bidders will be scored zero for failure to provide the minimum of five Travel Consultants.</p>	
4.	<p>Project Plan/Methodology: The bidder will be scored zero for failing to respond to project plan/methodology.</p> <p>4.1 Methodology to be adopted on rendering Travel Management services:</p> <p>4.1.1 Demonstration of Mechanisms (Accounting systems: reconciliation statement, quarterly report, invoices, refund and bill backs) =03 points</p> <p>4.1.2 Procedures (SOPs (Illustration of step-by-step on how online booking will be done) = 02 points</p> <p>4.2 Project implementation schedule and transition plan:</p> <p>4.2.1 24-hour Emergency Support Plan (illustrate on how the support plan will be rolled-out and the availability of support staff and resources =03 points</p> <p>4.2.2 Defining a plan roll out with regards to assigned resources= 02 points</p>	10
	Total	100

NB: Only bidders who obtain at least 70 points under technical evaluation will be considered for further evaluation.

It is the bidder's responsibility to have foreign qualifications evaluated by the South African Qualification Authority (SAQA) and to provide proof of such evaluation. Failure to provide proof as mentioned above will result in your qualification not being considered.

13. THIRD STAGE: PRICE AND SPECIFIC GOALS

During this phase, bid proposals that passed phase 2 will be further evaluated based on the Preferential Procurement Regulations 2022, will be used to evaluate this proposal as per the applicable threshold value.

Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no.5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals.

Points claimed will be according to bidder's specific goals as indicated in Table below:

Table 1: Specific goals for the tender and points claimed are indicated per table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Who are women	5
Who has disability	5
Who is a youth	5
Location of enterprise (local equals province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total scored points	20

“Specific goals”: means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette No. 16085* date 23 November 1994

“Ownership” means the percentage ownership and control, exercised by individuals within and enterprise.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no 26 of 1968))
- ii. A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication.
- iii. A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place to another.
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973))

Failure on the part of a tenderer to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

Documents required for verification of points allocation are as follows:

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture

14. GENERAL CONDITIONS OF CONTRACT

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

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which MISA is prepared to enter into a contract with the successful Bidder(s).

- b. The bidder submitting the General Conditions of Contract to MISA together with its bid, duly signed by an authorised representative of the bidder.

15. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation.

16. SERVICE LEVEL AGREEMENT

16.1 Upon award MISA and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by MISA, more or less in the format of the draft Service Level Indicators included in this tender

17 MISA REQUIRES BIDDER(S) TO DECLARE

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

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

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

18 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 18.1 MISA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds any interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of MISA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of MISA's officers, directors, employees, advisors or other representatives;
 - d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - g. has in the past engaged in any matter referred to above; or
 - h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

19 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

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

20 PREPARATION COSTS

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

21 INDEMNITY

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

22 PRECEDENCE

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

23 LIMITATION OF LIABILITY

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

24 TAX COMPLIANCE

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

25 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. MISA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

26 GOVERNING LAW

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

27 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

28 CONFIDENTIALITY

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

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

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

29 MISA PROPRIETARY INFORMATION

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

30 AVAILABILITY OF FUNDS

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

31 CONTACT AND COMMUNICATION

- 31.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Dineo Kau via email Elma.Kau@misa.gov.za.
- 31.2 The delegated office of MISA may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 31.3 Any communication to an official or a person acting in an advisory capacity for MISA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 31.4 Whilst all due care has been taken in connection with the preparation of this bid, MISA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. MISA, and its employees and advisors will not be liable

- 31.5 with respect to any information communicated which may not be accurate, current, or complete.
- 31.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by MISA (other than minor clerical matters), the Bidder(s) must promptly notify MISA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford MISA an opportunity to consider what corrective action is necessary (if any).
- 31.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by MISA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 31.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

32 LATE BIDS

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

33 COUNTER CONDITIONS

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

34 FRONTING

- 34.1 MISA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background MISA condemns any form of fronting.
- 34.2 MISA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor

34.3 to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies MISA may have against the Bidder / contractor concerned.

PART A (SBD1) INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT					
BID NUMBER:	MISA/TMS/FC/049/2025/26	CLOSING DATE:	15 APRIL 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES FOR THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA) FOR A PERIOD OF THIRTY SIXTY (36) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuwel Avenue, Riverside Office Park, Letaba House (FIRST FLOOR) Centurion, 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT		SUPPLY CHAIN MANAGEMENT			
TELEPHONE NUMBER		012 848 5300			
E-MAIL ADDRESS		tenders@misa.gov.za			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– BURSARY APPLICATION FORM (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER MAY BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I
certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

² 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.

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

Date

.....

Position

Name of bidder

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to bid:

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this bid is the 80/20 preference point system.
- b) Either the 80/20 preference point system will be applicable in this bid. The lowest/highest acceptable bid will be used to determine the accurate system once bids are received.

1.3 Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this

- 1.6 bid to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state 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 organ of state.

2. DEFINITIONS

- (a) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—

(a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or

(b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the bid and points claimed are indicated per the table below.

Note to bidders: The bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
Who are women (51% or more)	6	
Who has disability (51% or more)	6	
Who is a youth (18 to 35 years) (51% or more owned)	5	
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	3	
Total scored points	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the bid, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state 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

ADDENDUM NO.	DATE	TITLE OR DETAILS

directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from Municipal Infrastructure Support Agent or their representative before the closing date for submission of bids have been taken into account in this bid.

SIGNATURE: DATE:
 (of person authorized to sign on behalf of the Bidder)

..... SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on

..... 20.....

..... (Full name)

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

.....(Name of Company).

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY: (PRINT NAME)

SIGNATURE OF SIGNATORY:

DATE:

WITNESSES: 1 **DATE:**

2 **DATE:**

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned
(Full name) hereby confirm that I am the sole owner of the business trading as:

.....
(Name of Business)

SIGNATURE **DATE**

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as

.....
(name of partnership)

hereby authorise (full name) to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of

SIGNATURE **DATE**.....

SIGNATURE **DATE**.....

SIGNATURE **DATE**.....

D. CLOSE CORPORATION

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

.....
(Full name)
whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....
(Name of Close Corporation)

Trading as
.....
(Trading name).

IN HIS/ HER CAPACITY AS:
.....

SIGNED ON BEHALF OF THE CLOSE CORPORATION:
..... (PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**

2 **DATE:**

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

.....
(Full name) whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....
(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

.....

FULL NAME IN BLOCK LETTERS:

.....

WITNESSES: 1

DATE:

2

DATE:

F. JOINT VENTURE

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the Joint Venture partners

on.....20.....

.....
(Full name)

.....
(Full name)

.....
(Full name)

.....
(Full name)

whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:

.....
(Name of Joint Venture)

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

.....

G. CONSORTIUM

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the Consortium on

.....20.....

..... (Full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

.....
(Name of Consortium)

IN HIS/ HER CAPACITY AS:

.....

SIGNATURE: **DATE:**

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 Vendor, 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 Vendor 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 with 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 consignee’s 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 Vendor 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 markets 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 Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder

and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “**GCC**” means the General Conditions of Contract. (These are standard clauses that may only be amended by National Treasury. However, not all these conditions may be applicable to this bid and the Special Terms and Conditions, in Section K, enhance these general conditions.)
- 1.15 “**Goods**” means all of the equipment, machinery, and/or other materials that the Vendor 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 Vendor 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/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 Institution purchasing the goods/works and/or service.
- 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 Vendor 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 Vendors, 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.

4. Standards

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract Document and Information; Inspection

- 5.1 The Vendor 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 Vendor 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 Vendor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

6. Patent Rights

- 6.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies MISA against any claims arising there from.
- 6.2 The Vendor 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 Vendor'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 Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

- 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 Institution or an organization acting on behalf of the Institution.
- 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 Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor 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 Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

- 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. Packaging

- 9.1 The Vendor 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 Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.
- 10.2 Documents to be submitted by the Vendor 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 Vendor 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 component 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 Vendor of any warranty obligations under this contract;
 - e) training of the Purchaser's personnel, at the Vendor's plant; and /or
 - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

- 14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:
- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor 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 Vendor, 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 Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.
- 16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Vendor.
- 10.3 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Bidders must note that by submitting bid proposal you give MISA permission to process or access bidders, members and its directors information in compliance with Protection OF Personal Information Act (POPIA).

19. Contract Amendments

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

20. Assignment

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

21. Subcontractors

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

22. Delay in Vendor's Performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor 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 Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor 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 Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor'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 essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required, or the Vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Vendor'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 Vendor.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/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.

24. 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 Vendor, may terminate this contract in whole or in part:
- a) if the Vendor 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 Vendor fails to perform any other obligation(s) under the contract; or
 - c) if the Vendor, 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 and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor 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 Vendor by prohibiting such Vendor 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 Vendor or any person associated with the Vendor, the Vendor 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 Vendor 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 Vendor.
- 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 Vendor and / or person restricted by the Purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of Vendors 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.

25. Anti-Dumping and Countervailing Duties and Rights

25.1 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor 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 as a result of an event of Force Majeure.

17.1. If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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.

27. Termination on Insolvency

26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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.

28. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Vendor 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 Vendor 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 Vendor any monies due the Vendor.

29. Limitation of Liability

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

a) the Vendor 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 Vendor to pay penalties and/or damages to the

b) Purchaser; and

c) the aggregate liability of the Vendor 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.

30. Governing Language

30.1 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.

31. Applicable Law

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

32. Notices

31.1 Every written acceptance of a bid shall be posted to the Vendor 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.

33. Taxes and Duties

32.1 A foreign Vendor 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 Vendor 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 Purchaser 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.

34. National Industrial Participation Programme

33.1 The NIP Programme administered by MISA of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

35. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Bidder)

ACCEPTANCE OF A BID

Municipal Infrastructure Support Agent (MISA) is under no obligation to accept any bid.

The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

Bidders must note that MISA is committed to ensuring compliance with the government's principles of, *inter alia*; promoting employment and advancing the social and economic welfare of all South Africans and promoting equitable participation of small and medium-sized enterprises in government projects/contracts. MISA shall, where appropriate, strive to avoid creating a monopoly by any service provider over the projects to be undertaken by MISA's evaluation criteria.

Municipal Infrastructure Support Agent will enter into Service Level Agreement(s) with the successful bidder(s).

Bidders must comply with safety regulations at all times, during operations for the contract's duration.

COMPLIANCE WITH SPECIFICATION

Offers must comply strictly with the specification.

Offers exceeding specification requirements will be deemed to comply with the specification.

The quality of services/ supply must not be less than what is specified.

DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

Complete applicable returnable schedule (Annexure B), hereunder.

Details of current contracts held by the bidder relating to the nature of goods and services mentioned in this bid.

The bidder must provide client reference letters on a client letterhead furnishing the following details of the contracts.

- i. Date of commencement of contract/s;
- ii. Expiry date/s;
- iii. Value per contract;
- iv. Contract details such as with whom held, details of the contract, phone number, facsimile number, email address and physical and postal address/es of the entity; and
- v. A summary of the functions/activities that were performed as part of the contract.

LATE BIDS

Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

ONLY ONE OFFER RECEIVED

Where only 1 offer is received, Municipal Infrastructure Support Agent will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
- (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
- (iii) In all cases, comparison with previous bid prices where these are available.

TRUST, CONSORTIUM OR JOINT VENTURE

In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.

Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid will be **120 days** from close of bid. However, circumstances may arise whereby MISA may request bidders to extend the validity period. Should this occur, MISA will request bidders to extend the validity period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity period.

12. MISA's Rights

MISA reserves the right to cancel this solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed. This RFP does not commit MISA to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this RFP, or to procure or contract for services. MISA reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to MISA's interests at its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. MISA further reserves the right to reject all proposals and seek new proposals when MISA considers such a procedure to be in its best interest. If there is any evidence indicating that two or more bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations issued by MISA.

MISA reserves the right to hold discussions and/or negotiations with any individual or qualified company, to interview or not, to request additional information or revised proposals or to request best and final offers if it is in the best interest of MISA to do so. However, MISA may make an award without conducting any interview or negotiations; therefore, proposers are encouraged to submit their best proposal at the outset. Appointment will be subject to the outcome of the vetting process on the recommended bidder.

14. REPORTING

The appointed service provider will report to the appointed Project Manager of MISA. The detailed reporting requirements will be provided to the successful service provider during the contract negotiation and project inception.

The service provider shall every time upon completion of a task written report to the MISA Project Manager on specific problems, suggestions, improvement methods, work programmes, personnel turnover, complaints, remedial actions taken and all other matter relating to provision of response handling services.

15. MONITORING AND EVALUATION

MISA or its nominee reserves the right to monitor and evaluate the progress and outcome of this intervention as well as other services provided by the selected service provider; MISA or its nominee reserves the right to replace the service provider if the quality of service rendered is being compromised.

16. PAYMENTS

MISA does not pay any amount in advance. Only original signed invoices must be submitted for payments. The service provider will be paid within **30** days after approval of the invoice, when the services have been fully rendered to the satisfaction of MISA, and this done by means of electronic transfer directly into the service provider's bank account.

17. BRIEFING SESSION (COMPULSORY)

Bidders are invited to attend a compulsory briefing session at the MISA Head Office 1303 Heuwel Avenue, Centurion, Riverside Office Park, Letaba House, First floor, at **10H00, on 31 March 2026**. Attendance of the briefing session is compulsory.

18. SUBMISSION OF PROPOSALS

The Tender Documents will be made available on **24 March 2026** and will be uploaded on the eTender Portal and MISA website. The Tender Documents are not for sale and will also not be emailed to bidders. The Tender Documents must also include a soft copy (Memory Stick) of the proposal, they reach the offices of the MISA before **11:00** on **15 April 2026** and must be enclosed in a sealed envelope which must have clearly inscribed on the outside:

18.1 BID REFERENCE NUMBER: MISA/TMS/FC/049/2025/26

18.2 CLOSING DATE & TIME: 15 April 2026 @ 11:00am

Tender documents are to be submitted to MISA Reception and deposited in the tender box. (At MISA Offices, Letaba House, 1303 Heuwel Road, Riverside Office Park, Centurion, 0046.

Please note that the tender closes punctually at **11h00** on **15 April 2026**. No late submissions will be considered under any circumstances.

19. PERIOD FOR ACCEPTANCE OF PROPOSALS

In order to allow for adequate evaluation, MISA requires a response to this solicitation to be valid and irrevocable for 90 working days after submittal date and time.

No bidder may withdraw a proposal within 90 working days after the proposal due date. A mistake on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Should there be valid reasons why the Agreement cannot be awarded within the specified period, the time may be extended by mutual agreement between MISA and the bidder(s).

20. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES

Proposals may be modified or withdrawn prior to the established due date via email or mail request. Please refer to section 21, "Questions and Requests for Clarifications" for contact information.

21. COMMUNICATION WITH MISA OFFICIALS

Bidders and their representatives may not communicate with MISA officials except in writing and if the communication is made public. Bidders and their representatives must communicate in the manner set forth in this RFP. There shall be no communication with MISA officials except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits bidders and their representatives from making oral statements or presentations in public to one or more MISA officials during a public meeting.

22. CONFIDENTIALITY

All responses to this RFP become property of MISA and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure in accordance with the provisions of applicable legislation.

2.3. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Bidders must carefully examine the bid documents and in the event of doubt of anything contained in the documents.

For Technical queries please contact the following person:

For SCM queries please contact the following person:

Ms. Dineo Kau

Tel: (012) 848 5300

E-mail: tenders@misa.gov.za