



CONTRACT NO: BW247/PSPTS/22

BLOEM WATER

APPOINTMENT OF PANEL OF TRAVEL MANAGEMENT SERVICE PROVIDERS FOR THE PROVISION OF TRAVELLING MANAGEMENT SERVICES TO BLOEM WATER FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED

PROCUREMENT DOCUMENT

SEPTEMBER 2022

TENDER SUBMITTED BY:

Registered Name of Company:.....

Address:.....

Telephone Number:.....

Fax Number:.....

E-mail:.....

Issued by:



Bloem Wate.
PO Box 30121
Pellissier
9322

Contact

Name: Ms. N Motlhaolwa
Telephone: 051 - 403 0800
Fax: 051 - 422 5333
E-mail: nkagisengm@bloemwater.co.za

ISSUE DATE: 13 SEPTEMBER 2022

COMPULSORY SITE MEETING DATE: NONE

CLOSING DATE: 11 OCTOBER 2022

APPOINTMENT OF PANEL OF TRAVEL MANAGEMENT SERVICE PROVIDERS FOR THE PROVISION OF TRAVELLING MANAGEMENT SERVICES TO BLOEM WATER FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED

TENDER SUMMARY PAGE

TENDERER				
	(Name of Tenderer)			
TELEPHONE	FAX			
TOTAL PRICE (Incl. VAT)				
	(in words)			
	(in words)			
COMPLETION PERIOD				
	(in figures)			
	(weeks)			
PREFERENCES CLAIMED FOR:				
LOCAL ENTERPRISE:	YES		NO	

Note: This page is used for tender opening purposes only. Where there is a discrepancy between this page and the Form of Offer and Acceptance, then the latter will be taken as the valid offer.

BW247/PSPTS/22

Appointment of panel of travel management service providers for the provision of travelling management services to Bloem Water for a period of 36 months, as and when required

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Bloem Water is a Water Board, with the mandate to provide water services to the Southern and Central areas of the Free State Province. Bloem Water, formerly known as the Bloem Area Water Board, was established in 1991 in terms of Section 108(2) of the Water Act, 1956. The primary reason for establishing the Water Board was to operate the Caledon/Bloemfontein Government Water Scheme, constructed to supply purified water to the Municipal areas of Bloemfontein, Bainsvlei, Bloemspruit, Botshabelo and Dewetsdorp. The name was officially changed from "Bloem Area Water Board" to "Bloem Water" in 1994.

During 1995 the Service Area of Bloem Water was extended to include the southern Free State, adding towns such as Bethulie and Phillippolis. In 1996 the Minister further extended the area of supply to include the Thaba Nchu district, which added the responsibility to supply water directly to the inhabitants of rural areas, in addition to the formal urban areas. This was a new field of operation for Bloem Water, which prior to that was purely a supplier of bulk purified water. This added responsibility included not only activities in rural areas, but also required the provision of the full range of activities necessary for the delivery of retail water services to the end consumer. More recently the service area has been extended to include parts of the eastern Free State up to the town of Ladybrand. Today Bloem Water supplies water to a population in excess of 1.2 million people in the areas referred to above.

Bloem Water derives its primary mandate from the Water Services Act, Act 108 of 1997 and is, in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS). Bloem Water is a Water Board with the mandate to provide water services to the Southern and Central areas of the Free State Province and the Northern Cape respectively to include the entire jurisdictional area that was previously services by Sedibeng Water as gazetted on 26 July 2022 by the minister of Water of Water and Sanitation.

Suitably qualified service providers are invited to submit proposals for Travel management services to Bloem Water for Period of 36 Months, as and When Required.

Scope of Works

Bids are invited from service providers for the provision of travel management services as and when needed to Bloem Water.

These travel management services entail the following:

- Air travel
- Accommodation
- Vehicle hire
- Venue hire and related services

Pre- Qualification Specific Tender Condition:

The pre-qualifying criteria objective is to advance certain designated groups that meets the specific tendering condition

(a) a tenderer having a stipulated minimum **B-BBEE status level 1** of contributor.

(b) an EME, QSE or Generic Enterprises are eligible to tender;

“Designated group” means

- i. Black people
- ii. Black Designated group
- iii. Women
- iv. People with disabilities; or
- v. Small enterprise, as defined in the National Small Enterprise Act, 1996 (Act No. 102 of 1996)

Preference will be given to Service Providers who have demonstrated previous expertise in the relevant field, capabilities, and have the required qualified human resources.

A tender that fails to meet the pre-qualifying criteria stipulated in the tender documents is an unacceptable tender as stipulated in the PPPF Act 2017, (Act No.5 of 2000): Government Gazette No.40553.

Where bid documents can be obtained:

Website: www.etenders.gov.za - National Treasury Website – eTender Publication

Website: www.bloemwater.co.za – Bloem Water Website

The tender document will be available from National Treasury e-tenders and Bloem Water portal from **16 September 2022**.

No Briefing sessions will be held.

Completed proposals must be addressed as below and deposited before **12:00 on Tuesday, 11 October 2022** at the Tender Box situated at the Bloem Water.

Area for Attention:

Supply Chain Management

Bloem Water
2 Mzuzu Street
Pellissier
Bloemfontein
9322

Each proposal must be submitted in an envelope clearly marked **“APPOINTMENT OF PANEL OF TRAVEL MANAGEMENT SERVICE PROVIDERS FOR THE PROVISION OF TRAVELLING MANAGEMENT SERVICES TO BLOEM WATER FOR A PERIOD OF 36 MONTHS, AS AND WHEN REQUIRED”** with the bidder’s name and address. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Bloem Water.

The invitation for proposal does not amount to an invitation for offers and Bloem Water reserves the right to accept or reject any proposal or part thereof. Bloem Water reserves the right to withdraw or cancel the tender without notice or not appoint any of the tenderers.

Tenders may only be submitted on the tender documentation that has been issued. A two-envelope system will **not** be followed.

Proposals which are incomplete, filled incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Should you not receive any feedback from Bloem Water after 90 days of submission, consider your tender unsuccessful.

Tender Administrative Queries can be directed to:

Mr T Khaeane or Mr L Moeketsi
Supply Chain Management
Tel: 051 - 403 0800
Fax: 051 – 422 5333
Email: thatok@bloemwater.co.za or leratom@bloemwater.co.za

NB: *Service Providers to all departments, constitutional institutions and public entities listed in schedule 2 and 3 of the PFMA are required to self-register on the Central Supplier Database.*

2. PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to invite bids from service providers for the provision of travel management services as and when needed to Bloem Water.

These Travel Management services entail the following.

- Air travel
- Accommodation
- Vehicle hire
- Hiring of meeting venues and related services

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

NB: The entity will be appointing a **Maximum of Three (3)** service providers for provision of Travelling Management Services.

3. BACKGROUND

The section, supply chain management/travel office has a mandate to coordinate arrangements in respect of its officials and/or approved non-Bloem Water officials in the interest of the entity and includes travel arrangements of Bloem Water abroad. The travel and accommodation arrangements will only be for persons travelling for official purposes and with prior approval obtained from the relevant authorities.

- 3.1 In cases of group bookings, the Bloem Water reserves the right to exercise its own travel option and arrangements, taking into consideration any existing contract[s] with suppliers of services like charter flights or road transport. The travel management service provider is also expected to negotiate on behalf of the entity. The most cost effective and practical means of transport and accommodation facilities are to be used at all times. The Travel management service provider must clearly demonstrate a reduction in costs by utilising discounted rates and other available incentives optimally.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1 Tax Legislation

- 4.1.1 Bidder(s) must be compliant when submitting a proposal to the Bloem Water and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act 1991 (Act No. 89 of 1991).
- 4.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 4.1.3 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the

bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

4.1.4 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

4.1.5 Where Consortium or a Joint Ventures or Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

4.2 Procurement Legislation

The Bloem Water has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

4.3 Technical Legislation and/or Standards

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

5. BRIEFING SESSION

No Briefing sessions will be held.

6. TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below:

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

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

7. CONTACT AND COMMUNICATION

A nominated official of the bidder(s) can make enquiries in writing, to Mr. T Khaeane (thatok@bloemwater.co.za) and Mr. L Moeketsi (leratom@bloemwater.co.za), and the bidder must reduce all telephonic enquiries to writing and send to the above email addresses.

7.1 All communication between the Bidder(s) and Bloem Water must be done in writing. The Supply Chain Management of Bloem Water may communicate with Bidder(s) where clarity is sought in the bid proposal

7.2 Whilst all due care has been taken in connection with the preparation of this bid, Bloem Water 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. Bloem Water, and its employees will not be liable with respect to any information communicated which may not accurate, current or complete.

- 7.3 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 the Bloem Water (other than minor clerical matters), the Bidder(s) must promptly notify Bloem Water in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Bloem Water an opportunity to consider what corrective action is necessary (if any).
- 7.4 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Bloem Water will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 7.5 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8. LATE BIDS

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

9. COUNTER CONDITIONS

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

10. FRONTING

- 10.1 Government 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 the Government condemn any form of fronting.
- 10.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/ investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the Bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 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 Bloem Water may have against the Bidder/contractor concerned.

11. SUPPLIER DUE DILIGENCE

Bloem Water reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

12. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 36 (thirty-six) months with an option to renew in Bloem Water's sole discretion for an additional 24 (twenty four) months on the same terms and conditions unless the parties agree otherwise. The renewal of the contract will be at intervals of 12 (twelve) months each.

13. SCOPE OF WORK FOR TRAVEL MANAGEMENT SERVICES (TMC)

The Supply Chain Management office of Bloem Water "Travel Office" is responsible for Air travel, Accommodation and Ground transport for Bloem Water's head office and a travel agency will therefore be appointed to assist with these booking in the most cost-effective manner as possible.

Bloem Water currently uses two travel agents to manage the travel requisition and travel expense processes within the travel management lifecycle, currently they are operating off-site. The travel requisition process is currently a manual process. The travel requisition is manually captured on forms that go through a manual authorisation procedure and are then forwarded to the travel co-ordinator. Bloem Water travel co-ordinator captures the requisition and issues a manual order/ unique reference number which goes through to the travel management company for travel booking. Bloem Water's primary objective in issuing this Request for proposal (RFP) is to enter into agreement with a successful bidder(s) who will achieve the following:

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

13.1 Service Requirements

13.1.1 General

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

- a. The travel services will be provided to all Travelers travelling on behalf of Bloem Water, locally and internationally this will include employees and contractors, consultants and clients where the agreement is that Bloem Water is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 8h00 - 17h00) and provide after hours and emergency services as stipulated in paragraph 15.2.6.
- c. Familiarization with current Bloem Water business processes.

- d. Familiarization with current travel suppliers and negotiated agreements that are in place between Bloem Water and third parties. Assist with further negotiations for better deals with travel service providers.
- e. Familiarization with Bloem Water travel policy and implementations of controls to ensure compliance.
- f. Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC's account, subject to the outcome of a formal dispute process.
- g. Provide a facility for Bloem Water to update their travelers' profiles.
- h. Manage the third party service providers by addressing service failures and complaints against these service providers.
- i. Consolidate all invoices from travel suppliers.
- j. Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

13.1.2 **Reservations**

The Travel Management Company will/must:

- a. Receive travel requests from travelers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel booker and traveler via the agreed communication medium.
- b. Always endeavor to make the most cost-effective travel arrangements based on the request from the traveler and/or travel booker.
- c. Apprise themselves of all travel requirements for destinations to which travelers will be travelling and advise the Traveler of alternative plans that are more cost effective and more convenient where necessary.
- d. Book the negotiated discounted fares and rates where possible.
- e. Keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveler's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- f. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- g. Be able to facilitate group bookings (e.g., for meetings, conferences, events, etc.)
- h. Issue all necessary travel documents, itineraries and vouchers timeously to traveler(s) prior to departure dates and times.
- i. Advise the Traveler of all visa and inoculation requirements well in advance.
- j. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).

- k. Facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.
- l. Note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.
- m. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveler(s) where visas will be required.
- n. Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or Bloem Water are non-Commissionable, where commissions are earned for Bloem Water bookings all these commissions should be returned to Bloem Water on a quarterly basis.
- o. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by Bloem Water.
- p. Timely submission of proof that services have been satisfactorily delivered (invoices) as per Bloem Water instructions.

13.1.3 **Air Travel**

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

13.1.4 **Accommodation**

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

13.1.5 **Car Rental and Shuttle Services**

- a. The TMC will book the approved category vehicle in accordance with Bloem Water Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel and venue).
- b. The travel consultant should advise the Traveler on the best time and location for collection and return considering the Traveler's specific requirements.
- c. The TMC must ensure that relevant information is shared with travelers regarding rental vehicles, like e-tolls, refueling, keys, rental agreements, damages and accidents, etc.
- d. For international travel the TMC may offer alternative ground transportation to the Traveler that may include rail, buses and transfers.
- e. The TMC will book transfers in line with Bloem Water 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 Bloem Water and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

13.1.6 **After Hours and Emergency Services**

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

13.2 **Communication**

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

13.3 **Financial Management**

- 13.3.1 The TMC must implement the rates negotiated by Bloem Water with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- 13.3.2 The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to Bloem Water for payment within the agreed time period.
- 13.3.3 Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- 13.3.4 The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices Bloem Water for the services rendered.
- 13.3.5 Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- 13.3.6 Consolidate Travel Supplier bill-back invoices.
- 13.3.7 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.

- 13.3.8 The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to Bloem Water's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorization or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.
- 13.3.9 Ensure Travel Supplier accounts are settled timeously.

13.4 **Technology, Management Information and Reporting**

- 13.4.1 The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- 13.4.2 The implementation of an Online Booking Tool to facilitate all bookings should be considered to optimize the services and related fees.
- 13.4.3 All management information and data input must be accurate.
- 13.4.4 The TMC will be required to provide Bloem Water with a minimum of three (3) standard monthly reports that are in line with the National Treasury's Cost Containment Instructions reporting template requirements at no cost.
- 13.4.5 Reports must be accurate and be provided as per Bloem Water's specific requirements at the Agreed time. Information must be available on a transactional level that reflect detail including the name of the traveler, date of travel, spend category (example air travel, shuttle, accommodation).
- 13.4.6 Bloem Water may request the TMC to provide additional management reports.
- 13.4.7 Reports must be available in an electronic format for example Microsoft Excel.
- 13.4.8 Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
 - (i) Travel
 - a. After hours' Report;
 - b. Compliments and complaints;
 - c. Consultant Productivity Report;
 - d. Long term accommodation and car rental;
 - e. Extension of business travel to include leisure;
 - f. Upgrade of class of travel (air, accommodation and ground transportation);
 - g. Bookings outside Travel Policy.
 - (ii) Finance
 - a. Reconciliation of commissions/rebates or any volume driven incentives;
 - b. Creditor's ageing report;
 - c. Creditor's summary payments;
 - d. Daily invoices;
 - e. Reconciled reports for Travel Lodge card statement;
 - f. No show report;
 - g. Cancellation report;
 - h. Receipt delivery report;
 - i. Monthly Bank Settlement Plan (BSP) Report;
 - j. Refund Log;

- k. Open voucher report, and
- l. Open Age Invoice Analysis.

13.4.9 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 unauthorized parties.

13.5 Account Management

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

13.6 Value Added Services

The TMC must provide the following value added services:

- 13.6.1 Destination information for regional and international destinations:
 - (i) Health warnings;
 - (ii) Weather forecasts;
 - (iii) Places of interest;
 - (iv) Visa information;
 - (v) Travel alerts;
 - (vi) Location of hotels and restaurants;
 - (vii) Information including the cost of public transport;
 - (viii) Rules and procedures of the airports;
 - (ix) Business etiquette specific to the country;
 - (x) Airline baggage policy; and
 - (xi) Supplier updates
- 13.6.2 Electronic voucher retrieval via web and smart phones;
- 13.6.3 SMS notifications for travel confirmations;
- 13.6.4 Travel audits;

13.6.5 Global Travel Risk Management;

13.6.6 VIP services for Executives that include, but is not limited to check-in support.

13.7 **Cost Management**

13.7.1 The National Treasury cost containment initiative and the Bloem Water's Travel Policy is establishing a basis for a cost savings culture.

13.7.2 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.

13.7.3 The TMC plays a vital role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveler satisfaction.

13.7.4 The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with Bloem Water's Travel Policy to ensure that the Traveler reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

13.8 **Quarterly and Annual Travel Reviews**

13.8.1 Quarterly reviews may be required to be presented by the Travel Management Company on all Bloem Water travel activity in the previous three-month period. These reviews are comprehensive and presented to Bloem Water's Procurement and Finance teams as part of the performance management reviews based on the service levels.

13.8.2 Annual Reviews may also required to be presented to Bloem Water's Senior Executives. These Travel Reviews will include without limitation the following information.

- (i) The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence)
- (ii) Expenditure report
- (iii) After hour report
- (iv) Exception report

13.9 **Office Management**

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

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

14. ELIGIBILITY

Only those Bidders who satisfy the following criteria are eligible to submit tenders:
Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa.

The bidder's primary business is to provide services as per the bid invitation.

- a) The tender has **not failed to perform on any previous contracts** and has been given a written notice to this effect.
- b) The Bidder or any of its directors is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) Only **authorized signatories** may sign the original of the tender offer where required in terms of Clause F.2.13.4 of these conditions of tender

d) Valid tax compliance status

Bidders shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit tax compliance pin status issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax compliance pin status and attach it to the schedule.

- e) The Bidder should be able to complete the **Compulsory Enterprise Questionnaire** and confirm that there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract. Certified copy of joint venture agreement if Bidder is a joint venture.

f) Standard Bidding Documents (SBD)

The following standard SBD's should be completed (if applicable) legibly and in full in terms of the requirements of the Department of National Treasury of the Republic of South Africa:

SBD1: Invitation to bid and company information

SBD4: Disclosure Forms

g) Company registration documents:

- Certified copy of certificate of Incorporation if Bidder is a company or;
- Certified copy of founding statement if Bidder is a closed corporation or;
- Certified copy of Partnership agreement if Bidder is a partnership or;
- Certified copy of Identity document if Bidder is a one man concern.
- Certified copy of joint venture agreement if Bidder is a joint venture.

- h) Original (or certified copy) of **municipal rates clearance certificate or a certified copy of the lease agreement** with the lessor's municipal rates certificate - Not older than 3 months (Bloem Water reserves the right to conduct physical verification of premises).

i) The Company Profile

Professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services of your Company.

j) CSD Registration

The bidder must submit company's Central Supplier Database (CSD) Registration report.

15. EVALUATION CRITERIA FOR PROFESSIONAL SERVICE PROVIDERS

The following section deals with the evaluation criteria to apply to the experience and history of every service provider. The evaluation will be based on the following:

DESCRIPTION OF FIELD OF QUALITY CRITERIA – DOMESTIC FLIGHTS	MAXIMUM EVALUATION POINTS
Ability to provide cost-effective and hassle-free domestic travel and accommodation	30
Ability to handle queries and deal with problems at all times, i.e. 24 hours per day	20
Ability to work effectively with clients	20
Provide monthly reports	10
Locality - Bloem Water area of supply or where Bloem Water implements secondary activities <i>("Original (or certified copy) of municipal rates clearance certificate or a certified copy of the lease agreement with the lessor municipal rates certificate)</i>	20
SUB-TOTAL	100

DESCRIPTION OF FIELD OF QUALITY CRITERIA – INTERNATIONAL FLIGHTS	MAXIMUM EVALUATION POINTS
Ability to provide cost-effective and hassle-free international travel and accommodation	30
Ability to handle queries and deal with problems at all times, i.e. 24 hours per day	20
Ability to work with different country embassies and provide advice or assist with visa applications	15
Must have at least 5 years' experience on international travelling coordination	10
Provide follow-up report on international trips taken	10
Locality - Bloem Water area of supply or where Bloem Water implements secondary activities <i>("Original (or certified copy) of municipal rates clearance certificate or a certified copy of the lease agreement with the lessor municipal rates certificate)</i>	15
SUB-TOTAL	100

A minimum of 70 points must be achieved during the functionality assessment before price would be considered.

a. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B- BBEE scorecard as if they were a group structure and that such a consolidated B- BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Bloem Water will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

b. Sub-contracting

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

The following is an extract from the PPPFA Act:

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

11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B- BBEE status level than the person concerned, unless the contract is sub- contracted to an EME that has the capability and ability to execute the sub- contract."

16. 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 Bloem Water is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to Bloem Water together with its bid, duly signed by an authorized representative of the bidder.

17. 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

18. SERVICE LEVEL AGREEMENT

- 18.1 Upon award Bloem Water and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Bloem Water, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 18.2 Bloem Water reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 18.3 Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 18.4 Bloem Water reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Bloem Water or pose a risk to the organization.

19. SPECIAL CONDITIONS OF THIS BID

Bloem Water reserves the right:

- 19.1 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)
- 19.2 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).
- 19.3 To accept part of a tender rather than the whole tender.
- 19.4 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.
- 19.5 To correct any mistakes at any stage of the tender that may have been in the
- 19.6 Bid documents or occurred at any stage of the tender process.
- 19.7 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.
- 19.8 Award to multiple bidders based either on size or geographic considerations.

20. BLOEM WATER REQUIRES BIDDER(S) TO DECLARE

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

20.1 Confirm that the bidder(s) is to:-

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the Bloem Water
- 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 Bloem Water 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 Bloem Water;
- 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 Bloem Water as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Bloem Water will not be used or disclosed unless the written consent of the client has been obtained to do so.

21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1 Bloem Water reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Bloem Water 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 Bloem Water'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.

22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 22.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Bloem Water 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.
- 22.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Bloem Water against the bidder notwithstanding the conclusion of the Service Level Agreement between Bloem Water 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.

23. 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 Bloem Water 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.

24. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Bloem Water 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 Bloem Water harmless from any and all such costs which Bloem Water may incur and for any damages or losses Bloem Water may suffer.

25. PRECEDENCE

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

26. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Bloem Water 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.

27. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Bloem Water 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 Bloem Water, or whose

verification against the Central Supplier Database (CSD) proves non-compliant. Bloem Water 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.

28. 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. Bloem Water 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.

29. 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.

30. 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 the Bloem Water allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the Bloem Water will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

31. 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 Bloem Water'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 Bloem Water remain proprietary to Bloem Water and must be promptly returned to Bloem Water 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 Bloem Water'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.

32. BLOEM WATER PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Bloem Water 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).

33. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, Bloem Water 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.

34. EMPLOYER'S UNDERTAKINGS

34.1 Respond to clarification

Respond to a request for clarification received up to five days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

34.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the tender notice until 7 days before the tender closing time stated in the tender data. If, as a result of the issuing of addenda, a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and shall then notify all tenderers who drew documents.

34.3 Return late tender offers

Return tender offers received after the closing time stated in the tender data, unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

34.4 Opening of tender submissions

34.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

34.4.2 Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

34.4.3 Make available the name of each tenderer whose tender offer is opened, the total of his prices, if applicable, preferences claimed and time for completion (if any) for the main tender offer only.

34.5 Two envelope system

34.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

34.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

34.6 Non-disclosure

Do not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and

Recommendations for the event of a contract, until after the award of the contract to the successful tenderer.

34.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

34.8 Test for responsiveness

34.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of the conditions of tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

34.8.2 A responsive tender is one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
- b) change the employer's or the tenderer's risks and responsibilities under the contract,
or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

34.8.3 Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

34.9 Arithmetical errors

3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected items prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

34.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors.

34.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

34.11 Evaluation of tender offers

34.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender

evaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.

34.11.2 **Method 1:** In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

34.11.3 **Method 2:** In the case of a financial offer and preferences:

- a) Score tender evaluation points for each financial offer.
- b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

34.11.4 **Method 3:** In case of a financial offer and quality:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Calculate the total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

34.11.5 **Method 4:** In the case of a financial offer, quality and preferences:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- d) Calculate total tender evaluation points.
- e) Rank tender offers from the highest number of tender evaluation points to the lowest.
- f) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

34.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.6.1 Scoring financial offers

Score the financial offers of the remaining responsive tender offers using the following formula:

$NFO = W1 \times A$ Where ts awarded for the financial offer;

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data;

A is the number calculated using the formula and option described in table F.1 as stated in the tender data.

3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the tender data and calculate the total score for quality

34.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies Or certificates of insurance (or both) which the conditions of contract identified in the contract data require the employer to provide.

34.13 Acceptance of tender offer

3.13.1 Accept the tender offer only if the tenderer complies with the legal requirements, if any, stated in the tender data.

3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Provided that the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

34.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other Tenderers that their offers have not been accepted.

34.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents,

c) Other revisions agreed between the employer and the successful tenderer, and d) the schedule of deviations attached to the form of offer and acceptance, if any.

34.16 Issue final contract

Prepare and issue the final draft of the contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

34.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

34.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with the conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in sections 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently.

1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the conditions of tender.

1.3.2 The conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 The Employer's right to accept or reject any tender offer

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action.

1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and if the tenderer, or any of his principles, is not under any restriction to do business with the employer.

2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest version of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices and the tendered total of the prices (if any) all duties, taxes (except value-added tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.10.5 As no separate provision is made for traffic management and over haul, the cost for these items must be included in appropriate items in the bill of quantities.

2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers

2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 Submitting a tender offer

- 2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in BLACK INK.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked 'financial proposal' and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.14 Information and data to be completed in all respects

Accept that the tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as being non-responsive.

2.15 Closing time

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

2.16 Tender offer validity

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as being non-responsive.

2.18.2 Dispose of samples of materials, where required.

2.19 Inspections, test and analysis

Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**END OF
SECTION**

**PART A
INVITATION TO BID**

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

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
-------------	--	---------------	--	---------------	--

DESCRIPTION

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

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

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				

	TCS PIN:		OR	CSD No:	
--	----------	--	-----------	---------	--

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR

NAME:

[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 PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME 12:00 CLOSING DATE: **11 October 2022**

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	----------------------------------------------------------------

The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

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

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. 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

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.

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:

.....
.....

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

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.

3.6 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 and or may be restricted from conducting

3.7 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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of

the Broad-Based Black Economic Empowerment Act;

- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

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

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p>

CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding
2. documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in
- 3.
4. Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
5. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
6. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
7. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
8. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

9. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

<p>WITNESSES</p> <p>1</p> <p>2</p> <p>DATE:.....</p>

(Bidders / service providers MUST not fill this part two of this SBD 7)

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number Close

corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <input type="radio"/> a member of any municipal council <input type="radio"/> a member of any provincial legislature <input type="radio"/> a member of the National Assembly or the National Council of Province <input type="radio"/> a member of the board of directors of any municipal entity <input type="radio"/> an official of any municipality or municipal entity | <ul style="list-style-type: none"> <input type="radio"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="radio"/> a member of an accounting authority of any national or provincial public entity <input type="radio"/> an employee of Parliament or a provincial legislature |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Position _____

Name _____

Position _____

Enterprise name.....

CONTRACT FORM - RENDERING OF SERVICES

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

PART 2 (TO BE FILLED IN BY THE PURCHASER/ BLOEMWATER)

1. I..... in my capacity as.....accept your
2. bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
3. An official order indicating service delivery instructions is forthcoming.
4. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
5. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

TENDER SPECIFICATIONS

In order to be considered, each bidder must submit a complete set of required documents attached to this Request for Bids.

The service providers will be expected to provide the services as indicated below:

- Air Travel;
- Car hire;
- Accommodation;
- Visa Processing Assistance;
- Foreign currency assistance;
- Provide high quality 24 hour travel management service at a reasonable fee

SPECIAL CONDITIONS OF CONTRACT

1. Definitions

Unless otherwise indicated the following words shall bear the following meanings:

- 1.1 The "Company" shall mean Bloem Water except where it is clear that it refers to the service provider.
- 1.2 The "tender or bid" shall mean a tender or bid for the supply of travelling services including related services at agreed fees, terms and conditions.
- 1.3 The "tenderer or bidder" shall mean any duly accredited person or persons or anybody, incorporated or otherwise, entity submitting a tender travelling services to Bloem Water.
- 1.4 The "contract period" shall be for a period of 36 Months on the condition that Bloem Water would have the option to require a re-assessment of Travelling Services.

2. Information to be provided by tenderer

No tender will be considered, unless accompanied by sufficient information so as to indicate that the fee proposed which will include the **Appointment of Panel of Service Providers for the Provision of Travelling services to Bloem Water for a Period of 36 months.**

3. Alternatives

The tenderer may submit an alternative proposal, which, in his opinion, are to Bloem Water's advantage economically and technically but it should be clearly indicated as such.

4. Variation

In the event that tenderers are offering Travelling services differing or varying from the requirements of this specification, all such variations shall be clearly indicated and described in the tender response.

MANDATE

Mandate to interested tenderers to submit a tender to render Travelling Services and related services to Bloem Water

1. Tenders must be submitted in one original **approved tender format** that has not been retyped.
2. The tender presentation must be in accordance with the minimum requirements as set out hereunder.
3. The tenderer may adopt any approach it deems appropriate to demonstrate the entities ability to service Bloem Water.
4. Tenders should be accompanied by a detailed summary of the salient features of your proposed structure.
5. Failure to comply with the above requirements may render the tender **invalid** at the sole discretion of Bloem Water.

INFORMATION REQUIRED

1. Similar portfolios

1.1 If you are currently dealing with any similar Water Utility portfolio, government departments or organisations of similar size please provide full details, including names of contactable references and by providing such information approval is therefore granted that these clients may be contacted by Bloem Water for reference purposes.

2. Membership of associations

Name of entity	Contact person	Tel. no.	E-mail

Are you a member any professional body or association, if yes please provide details?

3. Empowerment

3.1 Empowerment

Provide a certified copy of your BBBEE status, statement on your policy regarding empowerment of the previously disadvantaged sector and of SMME's.

4. Operating Company information

Indicate which company, division or branch will be responsible for the execution of the contract, if appointed.

4.1 Name:

4.2 Physical address:

4.3 Postal address:

4.4 Telephone/cell/facsimile numbers and e-mail:

4.5 Income tax reference number:

4.6 VAT registration number:

4.7 Company registration number:

4.8 Chief Executive Officer/Managing Director and contact details:

4.9 Structure of division responsible to service Bloem Water i.e. Regional Manager, account executive, technical and service desk available in Bloemfontein:

4.10 Names of account executive(s) and support staff that will be responsible for Bloem Water's account:

5. National skills development

5.1 Is your organisation registered with the Department of Labour or other relevant body as a training provider in information communication and technology?

If so, please provide full details and proof of registration.

6. Service and remuneration

6.1 Service

Provide full details of the services you propose providing and the extent of such services.

6.2 Provide a copy of your proposed Travelling Services service plan for the period of 36 months.

6.3 Provide details of services that are **not** expressly catered for and the basis upon which you would require to be remunerated if Bloem Water required and appoint you for such services.

7. Municipal accounts

Please provide copies of your most recent municipal services accounts i.e. head office as well as the branch that will support Bloem Water should your entity be appointed.

The accounts should not be older than three months.

Should there be any arrears longer than three months, then proof should be provided of the agreement with the applicable municipality in this regard.

8. Central Suppliers Database

Please provide copies of CSD Summary Report as well as Suppliers Number document.

I/We, the undersigned, hereby confirm that all fees and any prices, for or any remuneration quoted as well as cover conditions are firm and binding for a period of 36 Months.

Signed at _____ on this the _____ day of _____ 2022.

Full names and signatures

Who also confirms that he/she is duly authorised to do so

Witness 1.

Name of tender:

Signed at _____ on this the _____ day of _____ 2022.

Full names and signatures

**Who also confirms that he/she is
duly authorised to do so**

Witness 1. _____

Witness 2. _____

BLOEM WATER’S EXPECTATIONS

Bloem Water expectations of its service providers are to:

- Minute monthly meetings and provide the minutes within 7 days from date of the meetings;
- Minutes should provide for signatures by both the service provider and Bloem Water to ensure that it reflect the decisions taken at the applicable meeting;
- Add material value as well as support the development of Bloem Water’s resources;
- Support our endeavours to improve the circumstances of its stakeholders;
- Contribute to the development of Bloemfontein as well as the larger Province of the Free State;
- To be treated at all times in a fair and honest manner;
- Promote good governance;
- Support Bloem Water’s initiatives such as to comply with all applicable legal and best practices such as risk management in a pro-active manner;
- Comply with all legal requirements;
- Comply with Good Governance principles;
- To ensure adequate representation and optimal support of the operational requirements Bloem Water would give preference to service provider that has a local support office or in close proximity to Bloemfontein.

AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

- a. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, 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

- b. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY / MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
Is a CERTIFIED COPY of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm

that I am the sole owner of the business trading as _____

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorise Mr/Ms _____ 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 for and on behalf of the abovementioned partnership.

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

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms _____

_____ authorized signatory of the Company/Close

Corporation /Partnership (name)_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

1. Name of firm (Lead			
Address			
		Tel. No.	
Signature		Designatio	
2. Name of firm			
Address			
		Tel. No.	
Signature		Designatio	
3. Name of firm			
Address:			
		Tel. No.	
Signature		Designatio	
4. Name of firm			
Address			
		Tel. No.	
Signature		Designatio	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.