



## **CCMA/2023/08-FAC**

### **TRAVEL MANAGEMENT SERVICES SPECIFICATION FOR A PERIOD OF 36 MONTHS**

**A Compulsory Briefing Session will be held as follows:**

**Date: 20 October 2023 at 11:00 AM Through Microsoft Teams (Virtual)**

**Bid Closing Date, Time and Venue:**

**03 November 2023 at 11:00 AM**

**at CCMA National Office, 28 Harrison Street, JCI Building, 8th Floor, Johannesburg  
(Deposit in the tender box)**

### **COMPULSORY BRIEFING SESSION:**

**IT IS COMPULSORY FOR THE BIDDERS TO SEND AN EMAIL TO:**

**[Tenderenquiries@ccma.org.za](mailto:Tenderenquiries@ccma.org.za)**

**ON OR BEFORE 19<sup>th</sup> of OCTOBER 2023; 16H00 IN ORDER TO BE ALLOCATED THE COMPULSORY  
BRIEFING SESSION LINK.**

**FAILURE TO ATTEND THE VIRTUAL BRIEFING SESSION WILL LEAD TO DISQUALIFICATION OF THE BID**

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**SECTION A: GENERAL CONDITIONS OF BID**

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## 1. Proprietary Information

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CCMA considers this Request for Proposal (RFP) and all related information, either written or verbal, which is provided to the respondent, to be proprietary to CCMA. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this RFP or related information to any third party without the prior written consent of CCMA.

## 2. Enquiries

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- 2.1 All communication and attempts to solicit information of any kind relative to this RFP should be channelled **in writing** to:

Name:	Mr. Phathutshedzo Mulandana
Telephone Number:	+27 11 377 6717
Email address:	<a href="mailto:Tenderenquiries@ccma.org.za">Tenderenquiries@ccma.org.za</a>

- 2.2 Closing date for enquiries in relation to this RFP will be **26 October 2023 at 16:00 PM**.
- 2.3 The enquiries will be consolidated, and CCMA will issue one response and such response will be posted, within two days after the last day of enquiries, onto the CCMA website ([www.ccma.org.za](http://www.ccma.org.za)) under tenders i.e. next to the same RFP document.
- 2.4 The CCMA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the CCMA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

## 3. Bid Validity Period

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Responses to this RFP received from bidders will be valid for a period of **120** days counted from the bid closing date.

## 4. Instructions on submission of Bids

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- 4.1 Bids should be submitted in duplicate (2 hard copies) and one electronic copy (on USB) in PDF format all bound in a sealed envelope endorsed, **CCMA/2023/08-FAC**. The sealed envelope must be placed in the bid box at the Main Reception area of the CCMA National Office, 28 Harrison

Street, JCI Building, 8<sup>th</sup> Floor, Johannesburg, 2001 by no later than **11:00 AM [Telkom time] on the 03 November 2023.**

- 4.2 Bids must be submitted in the prescribed response format, herein reflected as **Response Format.**
- 4.3 The bid closing date, bidder name and the return address must also be endorsed on the envelope.
- 4.4 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box found on the 8<sup>th</sup> floor Reception area, JCI Building, 28 Harrison Street, Johannesburg, 2001. **The CCMA will not be held responsible for any delays where bid documents are handed to the CCMA Receptionist/ officials.**
- 4.5 No bid response received by telegram, telex, email, facsimile or similar medium will be considered.
- 4.6 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the CCMA's policy not to consider late bids for tender evaluation.**

## **5. Preparation of Bid Response**

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- 5.1 All the documentation submitted in response to this RFP must be in English.
- 5.2 The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 5.3 Bids submitted by bidders which are, or comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 5.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none of their documents are missing or duplicated. No liability will be accepted by CCMA in regard to anything arising from the fact that pages/documents of a bid are missing or duplicated.
- 5.5 A valid Tax Clearance Certificate with the tax compliance status PIN must be included in the bid response to verify bidders' tax compliance status.
- 5.6 All bidders must be registered on the Central Supplier Database (CSD) prior to submitting bids and include in their bid a copy of their Master Registration Number (Supplier Number) in order for CCMA to verify the bidder's tax status on CSD and other Governing compliances.
- 5.7 Bid proposals must be submitted into two separate envelopes. First envelope marked original (with a copy) to include all else and technical proposal. The second envelope also marked original (with copy) to include financial proposal (Pricing schedule, SBD 3.3 and other related financial proposal)

5.8 The following information must be endorsed on each envelope:

- Bid Number:
- Closing date:
- Name of the bidder:
- Technical proposal
- Financial proposal

## **6. Supplier Performance Management**

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Supplier Performance Management is viewed by the CCMA as a critical component in ensuring value for money acquisition and good supplier / or service provider relations between the CCMA and all its suppliers.

The successful bidder shall, upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the CCMA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier 's performance and ensure effective delivery of service, quality and value-add to CCMA's business.

## **7. Supplier Development**

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The CCMA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or Youth-Owned businesses. The implications of such arrangement will be subject to negotiations between the CCMA and the successful bidder.

## **8. CCMA's Rights**

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8.1 The CCMA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the CCMA has record of such bidders, may be advised in writing of such amendments in good time and any such changes will be posted on the CCMA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

- 8.2 The CCMA reserves the right not to accept the lowest priced bid or any bid in part or in whole. The CCMA normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the CCMA.
- 8.3 The CCMA reserves the right to award this bid as a whole or in part.
- 8.4 The CCMA reserves the right to conduct site visits at bidder's corporate offices and / or at client sites if so required.
- 8.5 The CCMA reserves the right to consider the guidelines and prescribed hourly remuneration rates for consultants as provided in the **National Treasury Instruction 03 of 2017/2018: Cost Containment Measures**, where relevant.
- 8.6 The CCMA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response. The bidder hereby gives consent to the CCMA to conduct background checks on the bidding entity and any of its directors / trustees / shareholders / members.

## **9. Undertakings by the Bidder**

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- 9.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the CCMA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.
- 9.2 The bidder may be required to attend an interview should CCMA require such and the bidder shall be notified thereof in good time before the actual presentation date. Such interview may include a practical demonstration of understanding products or services as called for in this RFP.
- 9.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the CCMA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer, and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.
- 9.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

- 9.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with CCMA, as the principal(s) liable for the due fulfilment of such contract.
- 9.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become CCMA property unless otherwise stated by the bidder/s at the time of submission.

## 10. Reasons for disqualification

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- 10.1 The CCMA reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder will be notified in writing of such disqualification:
- 10.1.1 Bidders who fail to comply with the National Treasury Directives with regard to Tax Compliance Matters;
- 10.1.2 Bidders who submit incomplete information and documentation according to the requirements of this RFP document;
- 10.1.3 Bidders who submit information that is fraudulent, factually untrue or inaccurate;
- 10.1.4 Bidders who receive information not available to other potential bidders through fraudulent means;
- 10.1.5 Bidders who do not comply with **mandatory requirements** if stipulated in the RFP document; and/or
- 10.1.6 Bidders who fail to attend a compulsory briefing session if stipulated in the tender advert and/or in this RFP document.

## 11. Response Format (Returnable Schedules)

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Bidders shall submit their bid responses in accordance with the response format specified below (each schedule must be clearly marked):

- 11.1 **Cover Page:** (the cover page must clearly indicate the RFP reference number, bid description and the bidder's name)
- 11.2 **Schedule 1:**
- 11.2.1 Executive Summary



11.2.2 RFP document (duly completed and signed)

11.2.3 Company Registration Documents

11.2.4 Central Supplier Database Report

### 11.3 **Schedule 2**

11.3.1 Valid tax clearance certificate(s), A tax compliance status PIN must be included in the bid response to verify bidders' tax compliance status;

11.3.2 Annexure A2: Desktop evaluation technical scorecard

11.3.3 Annexure A3: Pricing Schedule (Completed to be enclosed in envelope 2)

11.3.4 Annexure 1: SBD 1 (duly completed and signed)

11.3.5 Annexure 2: SBD 3.3. (duly completed and signed);

11.3.6 Annexure 3: SBD 4 (duly completed and signed);

11.3.7 Annexure 4: SBD 6.1 (duly completed and signed)

11.3.8 Annexure 5: SBD 7.2 (duly completed and signed);

11.3.9 Annexure 6: CCMA's Standard Condition of bid and General Condition of Contract (signed)

11.3.10 Financial Statements for the latest financial year signed by an independent registered Accountant.

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

11.3.12 Annexure 7: POPIA consent form (duly completed and signed)

11.3.13 Annexure 8: Sworn Affidavit/ BBBEE Certificate issued by CIPC or accredited SANAS verification agency:

**Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above (11.3.1-11.3.6) must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).**

### 11.4 **Schedule 3:**

11.4.1 Response to Section 2 of this document, in line with the format indicated in this RFP document.

## 12 Bid Proposals screening

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Bids shall be screened in terms of the following process and conditions:

12.1 Initial Screening: During this phase, bid responses will be reviewed for the purposes of assessing compliance with RFP requirements including the general bid conditions, which requirements include the following:

- Submission of a valid Tax Clearance Certificate with a tax compliance status PIN.
- Submission of Company Registration Documents.
- BEE Status Certification as referenced above.
- Completion of all Standard Bidding Documents and other requirements, as reflected in this RFP.

## **SECTION B: FUNCTIONAL REQUIREMENTS SPECIFICATION**

## 1. **DEFINITIONS**

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

**After-hours service** refers to an enquiry or travel request that is actioned after normal working hours, i.e., 17h00 to 08h00 on Mondays to Fridays and twenty-four (24) hours on weekends and public holidays.

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

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

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

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

**E-Hailing** means the process of ordering a car, taxi or any other form of transportation up via computer or mobile device.

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

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

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

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

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

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

**Purchase Order** is a commercial document issued by a buyer to a seller, indicating types, quantities, and agreed prices for products or services required. It is used to control the purchasing of products and services from suppliers.

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

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

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

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

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

**Traveller** refers to a CCMA employee, official, consultant or contractor travelling on official business on behalf of the CCMA.

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

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

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

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

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

**VAT** means Value Added Tax.

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

## **2. INTRODUCTION**

2.1 The CCMA invites reputable service providers to submit a request for proposals for the rendering of Travel Management Service for a period of thirty-six (36) months. The CCMA's key required services are flights, accommodation, car hire, e-hailing, shuttle services and conferencing.

2.1.1 The structure of the awarded contract will be as follows:

- a) The contract shall be for a period of 36 months with an online booking system.
- b) The TMC will provide an online booking system for the CCMA users to source and process quotations on their own.
- b) The TMC will be expected to make available two (2) (One intermediate and one senior offsite consultants for the duration of the contract at the cost of the service provider.
- c) The awarded TMC will be expected to provide training on the utilization of the online booking system to all the CCMA users as and when required.
- d) The travel booking process workflows will be agreed upon signing of the SLA. The TMC online booking system must be compatible to integrate with any financial accounting system.

2.2 The Commission for Conciliation, Mediation and Arbitration (CCMA) is an independent and autonomous organization that was established in terms of the Labour Relations Act of 1995 (LRA) to deliver dispute prevention and resolution services to the people of South Africa. The core mandate of the CCMA, as one of the organizations charged with implementing the LRA, is derived from the purpose of the LRA, which, amongst others, is to advance economic development, social justice, labour peace and the democratization of the workplace.

## **3. OVERVIEW**

3.1 The CCMA currently uses a centralised online system to source quotations and SAGE 300 to manage the travel requisitions and expense process within the travel management cycle. The process workflow / authorisation approval processes are outlined below.

1. Requesters generate requisition with specification on SAGE 300 and attach three (3) quotations acquired from the online booking system.

2. Finance administrator confirms availability of funds.
3. CCMA Travel Office verifies compliance.
4. Line Manager approves the requisition.
5. Automated Purchase Order (PO) generated and emailed to Requester to load onto the online booking system.
6. Online booking system communicate the confirmed bookings via e-mail and SMS.
7. TMC sends invoices CCMA.

### 3.2 Travel Volumes

The CCMA's current total volumes per annum includes air travel, accommodation, car hire, forex, conferences, etc. The table below details the number of transactions for the period 01 April 2021 to date are as follows:

Bidders are advised to note that these figures are projections based on the current transactions. The figures are meant for illustration purposes to assist the bidders to prepare their proposal.

<b>Service Category</b>	<b>Travel Spend to Date (April 21 – September 23)</b>	<b>No. of Transactions to Date</b>
Air travel - Domestic	R4 659 848.00	2313
Air Travel - Regional & International	R872 823.00	19
Car Rental	R750 387.00	316
Shuttle Services - Domestic	R836 698.00	775
Shuttle Services - International	R15 700.00	4
Accommodation - Domestic	R12 993 303.00	4708
Accommodation - International & Regional	R61 813.00	11
Bus / Coach bookings	R0.00	0
Train - Regional & International	R0.00	0
Conferences	R462 261.00	90
Venue hire	R4 963 901.00	3085
After Hours	R0.00	140
Parking	R0.00	0

Insurance	R4 338.00	7
Forex	R0.00	0
Visas & Passports	R4 861.00	2
Vaccination	R448.00	1
E-hailing services	R85 574.32	322
<b>Grand Total</b>	<b>R25 593.204.32</b>	<b>11793</b>

#### **4. PURPOSE FOR THE REQUEST FOR PROPOSAL IS AS FOLLOWS**

- 4.1 to request for proposal from potential bidder(s) for the provision of the online travel management services to the CCMA for a period of 36 months.
- 4.2 The document details as far as possible, the tasks for the provision of the online travel management services to the CCMA for a period of 36 months.

#### **5. SCOPE OF WORK**

##### **5.1 Service Requirements**

##### **5.1.1 General information and undertaking**

The bidder will be required to provide travel management services to the CCMA. Deliverables under this section includes, but not limited to the following:

- a. The travel services will be provided to all travellers travelling on behalf of the CCMA, locally and internationally. This will include employees, contractors, consultants and clients where the agreement is that the CCMA is responsible for the arrangement and cost of travel.
- b. Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide after hours and emergency services.
- c. The bidder must familiarise themselves with the CCMA's current travel business processes and systems.



- d. The bidder must familiarise themselves with current travel suppliers' industry and negotiated agreements that are in place between the CCMA and third parties. Assist with further negotiations for better deals with travel service providers.
- e. The bidder must familiarise themselves with the current CCMA's 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 the CCMA to update their travellers' profiles in line with the POPI Act.
- 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.

#### **5.1.2 Reservations**

The Travel Management Company will

- a. Make available an efficient online travel booking system for CCMA users to source quotations. Upon the receipt of the relevant approval Purchase Order (PO), the TMC will issue the required e-tickets and vouchers immediately and sends it to the travel booker and traveller via e-mail and SMS.
- b. Always endeavor to make the most cost-effective travel and travel related arrangements based on the request from the traveller and / or travel booker.
- c. Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advice the traveller of alternative plans that are more cost effective and more convenient where applicable.
- d. Obtain a minimum of three (3) comparable price quotations for all travel requests where the routing or destination permits.
- e. Book the negotiated discounted fares and rates where possible.
- f. Must keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight

schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.

- g. Book parking facilities at the airports where required for the duration of the travel.
- h. Respond timely and process all queries, requests, changes and cancellations timeously and accurately.
- i. Must be able to facilitate group bookings (e.g., for meetings and conference s etc.)
- j. Must issue all necessary travel documents, itineraries and vouchers timeously to travellers(s) prior to departure dates and times.
- k. Advise the traveller of all visa and inoculation requirements well in advance.
- l. Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m. Facilitate any reservations that are not bookable on the Global Distribution System (GDS).
- n. Facilitate the bookings that are generated through their own- or third-party Online Booking Tool (OBT) where it can be implemented.
- o. Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required.
- p. Negotiated airline fares, accommodation establishment rates, car rental rates, etc., that are negotiated directly or established by National Treasury or by the CCMA, which are non-commissionable, where commissions are earned for CCMA bookings all these commissions should be returned to the CCMA on a quarterly basis.
- q. Ensure confidentiality in respect of all travel arrangements for all travels of the CCMA.
- r. Timeous submission of proof that services have been satisfactorily delivered (undisputed invoices) as per the CCMA's instructions.

### **5.1.3 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 must 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 traveller.
- e. The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveller (if applicable).
- f. Airline tickets must be delivered electronically (SMS, WhatsApp where possible and email format) to the travellers and travel bookers promptly after booking before the departure times.
- g. The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the CCMA and provide a report on refund management once a quarter.
- h. The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- i. Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)
- j. Assist with lounge access as and when required.

#### **5.1.4 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 quotations 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 travellers.
- 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 the CCMA's travel policy.
- d. The TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and at acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or the CCMA.

- e. Accommodation vouchers must be issued to all CCMA travellers for accommodation bookings and must be invoiced to the CCMA 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.

#### **5.1.5 Car Rental, Shuttle Services and E-Hailing**

- a. The TMC will book the approved category vehicle in accordance with the CCMA's Travel Policy with the appointed car rental service provider while considering the proximity of the car rental service provider to the airport, hotel, venue etc.
- b. The travel consultant of the TMC should advise the traveller on the best time and location for collection and return considering the traveller's specific requirements.
- c. The TMC must ensure that relevant information is shared with travellers regarding rental vehicles including, but not limited to, e-tolls, refueling, keys, rental agreements, damages, accidents.
- d. The TMC must inform the CCMA of any incident, accident or damage that may have a financial implication for the CCMA.
- e. For international travel the TMC may offer alternative ground transportation to the traveller that may include rail, buses and transfers (E-hailing).
- f. The TMC will book transfers in line with the CCMA's Travel Policy with appointed and / or alternative service providers. Transfers can also include bus and coach services.
- g. The TMC should manage shuttle companies on behalf of the CCMA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- h. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

#### **5.1.6 After Hours and Emergency Services**

- a. The TMC must provide a consultant or team of consultants to assist travellers with after hours and emergency reservations and changes to travel plans.
- b. A dedicated consultant/s must be available to assist Executive travellers 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 center facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e. The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include a process of providing emergency and / or urgent assistance including the procedure followed after the TMC receive the purchase order, which must be done on the next business day.

#### **5.1.7 Communication**

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

#### **5.1.8 Financial Management**

- a) The TMC must implement the rates negotiated by the CCMA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- b) The TMC will be responsible to manage the third-party service provider accounts. This will include the timely receipt of invoices to be presented to the CCMA for payment within the agreed time period.

- c) The TMC must enable savings on total annual travel expenditure, and this must be reported, and proof provided during monthly and quarterly reviews.
- d) The TMC will be required to offer a 30-day bill-back account facility to the CCMA should a lodge card not be offered. 'Bill back', refers to the third-party supplier sending the bill back to the TMC, who, in turn, invoices the CCMA for the services rendered.
- e) Where pre-payments are required for smaller Bed & Breakfast / Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- f) All invoices that are presented by the TMC to the CCMA for payment must be itemized and accompanied by all supporting documents including Travel Supplier bill-back invoices.
- g) The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the CCMA's Financial Department on the agreed time periods. 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.
- h) The TMC must ensure that Third Party Travel Supplier accounts are settled timeously.

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

- a) The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- b) The implementation of an Online Booking Tool to facilitate travel bookings should be efficient.
- c) All management information and data input must be accurate.
- d) The TMC will be required to provide the CCMA 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.
- e) The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

- f) Reports must be accurate and be provided as per the CCMA's specific requirements at the agreed time. Information must be available on a transactional level that reflect all the details including the name of the traveller, date of travel, spend category (example air travel, shuttle, accommodation, conferences etc.).
- g) The CCMA may request the TMC to provide additional management reports.
- h) Reports must be available in an electronic format for example Microsoft Excel.
- i) Service Level Agreements reports must be provided on the agreed date. It will include, but will not be limited to, the following:

#### 5.1.9.1 Travel

- a) After hours' report.
- b) Compliments and complaints.
- c) Consultant productivity report.
- d) Long term accommodation and car rental.
- e) Upgrade of class of travel (air, accommodation and ground transportation).
- f) Bookings outside Travel Policy.

#### 5.1.9.2 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.
- l) Open age invoice analysis.

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

## **5.2 Account Management**

- 5.2.1 An Account Management structure should be put in place to respond to the needs and requirements of the CCMA and act as a liaison for handling all matters with regard to delivery of services in terms of the SLA.
- 5.2.2 The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the CCMA's account.
- 5.2.3 The necessary processes should be implemented to ensure good quality management and ensuring traveller satisfaction at all times.
- 5.2.4 A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- 5.2.5 The TMC must ensure that the CCMA's Travel Policy is enforced.
- 5.2.6 The Service Level Agreement (SLA) must be managed, and CCMA traveller satisfaction surveys conducted to measure the performance of the TMC.
- 5.2.7 During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented by the TMC.

## **5.3 Value Added Services**

The TMC must provide the following value-added services:

- 5.3.1 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.
  - xi. Supplier updates.
- 5.3.2 Electronic voucher retrieval via web and smart phones.



- 5.3.3 SMS notifications for travel confirmations.
- 5.3.4 Travel audits.
- 5.3.5 Global Travel Risk Management.
- 5.3.6 VIP services for Executives that include, but is not limited, to check-in support.

#### **5.4 Cost Management**

- 5.4.1 The National Treasury cost containment initiative and the CCMA's Travel Policy is establishing a basis for a cost savings culture.
- 5.4.2 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.
- 5.4.3 The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and traveller satisfaction.
- 5.4.4 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 CCMA's Travel Policy to ensure that the traveller reaches his / her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his / her business.

#### **5.5 Monthly Meetings and Quarterly & Annual Travel Reviews**

- 5.5.1 Monthly meetings are required to discuss operations which will require accounts and operations managers.
- 5.5.2 Quarterly reviews are required to be presented by the TMC on all CCMA travel activities in the previous three-month period. These reviews are comprehensive and presented to the CCMA's Procurement and Finance teams as part of the performance management reviews based on the service levels.
- 5.5.3 Annual Reviews are also required to be presented to the CCMA's Facilities Management Unit (Travel Management Team).
- 5.5.4 These Travel Reviews will include without limitation the following information:
  - 5.5.4.1 Implementation of cost containment measures.
  - 5.5.4.2 Compliance with the Service Level Agreement.

5.5.4.3 Any other information required by the CCMA.

## **5.6 Office Management**

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

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

## **5.7 Conferencing**

5.7.1 Inclusive of conference or event package, food and beverages excluding costs of other services and items that conference or event organizers will require.

5.7.2 The following services may be required for a full conferencing package.

- (a) hiring of the venue, including the hiring of rooms for official business.
- (b) usage of audio visual and other equipment.
- (c) computer, fax, internet and telephone access.
- (d) printing.
- (e) outlays for conference or event preparation and planning.
- (f) transportation of equipment or material to be showcased at the conference or event.
- (g) speaker fees.
- (h) administrative expenses.
- (i) translation and interpretation expenses or
- (j) security costs to ensure the safety of attendees or dignitaries.

## 5.8 Site Inspections

- (a) The TMC must ensure that site inspections for all service providers on the approved database are conducted for accommodation and venue hire.

## 6 LEGISLATIVE FRAMEWORK OF THE BID

### 6.1 Tax Legislation

- 6.1.1 Bidder(s) must be compliant when submitting a proposal to the CCMA and remain compliant for the entire contract term with all applicable tax legislation, including, but not limited to, the Income Tax Act 58 of 1962 and Value Added Tax Act 89 of 1991.
- 6.1.2 It is a condition of this bid that the tax affairs of the successful bidder be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 6.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 6.1.4 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.
- 6.1.5 Bidders are required to be registered on the Central Supplier Database and the CCMA shall verify the bidder's tax compliance status through the Central Supplier Database.
- 6.1.6 Where Consortia / Joint Ventures / 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.

### 6.2 Procurement Legislation

The CCMA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act<sup>1</sup> of 1999, the Preferential Procurement Policy Framework Act 5 of 2000, Preferential Procurement Regulation 2022 and the Broad-Based Black Economic Empowerment Act 53 of 2003.

### 6.3 Technical Legislation and/or Standards

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

6.4 Income Tax Act 58 of 1962

6.5 Protection Of Personal Information Act – adherence to the 8 conditions of the act to protect staff personal information.

6.6 PAIA – works similar and in conjunction with POPIA.

6.7 National Minimum Wage Act – staff employed by the travel office must be paid as per the NMW Act

6.8 The National Archives and Records Service of South Africa Act – documents must be properly filed for ease of reference and when needed to be easily made available.

## **7 VALIDITY PERIOD**

The period of validity of tender and the withdrawal of offers, after the closing date and time is **120** days.

## **8 CONTACT AND COMMUNICATION**

8.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Phathutshedzo Mulandana via email [Tenderenquiries@CCMA.org.za](mailto:Tenderenquiries@CCMA.org.za) and/or 0113776717. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

8.2 The delegated office of the CCMA may communicate with Bidder(s) where clarity is sought in the bid proposal.

8.3 Any communication to an official or a person acting in an advisory capacity for the CCMA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

8.4 All communication between the Bidder(s) and the CCMA must be done in writing.

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

8.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the CCMA (other than minor

clerical matters), the Bidder(s) must promptly notify the CCMA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the CCMA an opportunity to consider what corrective action is necessary (if any).

- 8.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the CCMA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 8.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid, or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **9 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).

## **10 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.

## **11 FRONTING**

- 11.1 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 condemns any form of fronting.
- 11.2 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 the CCMA may have against the Bidder / contractor concerned.

## **12 SUPPLIER DUE DILIGENCE**

The CCMA 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.

## **13 SUBMISSION OF PROPOSALS**

- 13.1 Bid documents must be placed in the tender box OR couriered to the CCMA National Office situated at the JCI Building 8<sup>th</sup> floor, 28 Harrison Street, Johannesburg on or before the closing date and time. It is the responsibility of the service provider to ensure that bid proposals are deposited into the tender box on time.
- 13.2 Bid documents will only be considered if received by the CCMA before the closing date and time, regardless of the method used to send or deliver such documents to the CCMA.
- 13.3 The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) and one (1) USB with the content of original file by the [Closing date dd mmm yyyy at hh:mm. Each file and USB must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the USB must be labelled and submitted in the following format:

<b>FILE 1 (TECHNICAL FILE)</b>	<b>FILE 2 (PRICE &amp; BBBEE)</b>
<b>Exhibit 1:</b> <b>Mandatory requirements</b> <b>(Gate 1: mandatory requirements)</b>	<b>Exhibit 1:</b> Pricing Schedule (Pricing Model and Annexure A3 – Pricing Submission)
<b>Exhibit 2:</b> <ul style="list-style-type: none"> <li>• <b>Technical Responses and Bidder Compliance Checklist for Technical Evaluation.</b></li> <li>• <b>Supporting documents for technical</b></li> </ul>	

<p>responses.</p> <p>(Gate 2: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</p>	
<p>Exhibit 3:</p> <ul style="list-style-type: none"> <li>• General Conditions of Contract (GCC)</li> <li>• Draft Service Level Agreement (Service Level Agreement)</li> </ul>	
<p>Exhibit 4:</p> <ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Any other supplementary information</li> </ul>	

#### 14 **PRESENTATION / DEMONSTRATION**

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

#### 15 **DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of thirty-six (36) months.

#### 16 **PRICING MODEL**

##### **Management Fee**

**Refer Annexure A3: Pricing Schedule**

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

16.1.1.1 Online booking system: offsite consultants' option **(Template 3)**

##### 16.2 **Volume driven incentives**

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

- i. National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers.
- ii. No override commissions earned through CCMA reservations will be paid to the TMC.
- iii. An open book policy will apply and any commissions earned through the CCMA's volumes will be reimbursed.
- iv. TMCs are to book these negotiated rates or the best fare available, whichever is the most cost effective for the institution.

## 17 **EVALUATION AND SELECTION CRITERIA**

All proposals submitted will be evaluated in terms of the **80/20 evaluation principle**, in line with PPPFA Regulations 2022, where **80 points** is allocated for price and the **20 points** will be allocated to promote the **CCMA Preference Goal 2: B-BBEE status level of contributor**.

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

<b>Mandatory Requirements (Gate 1)</b>	<b>Technical Evaluation Criteria (Gate 2)</b>	<b>Price and B-BBEE Evaluation (Gate 3)</b>
Bidders must submit all documents as outlined.  Only bidders that comply with <b>ALL</b> these criteria will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of <b>65 points</b> out of <b>100 points</b> to proceed to Gate 3 (Price and BEE).	Bidder(s) will be evaluated on Price and BEE.

### 17.1 **Gate 1: Evaluation: Mandatory Requirements**

#### **To be completed by the Bidder**

**Bidders must indicate their compliance to the requirements by YES/NO in the box provided below and attach proof where required.**

Failure to comply with Mandatory Requirements will lead to the bidder being disqualified.



		CONFIRM COMPLIANCE YES/NO	INDICATE PAGE REFERENCE NUMBER
17.1.1	International Air Transport Association (IATA License)		
17.1.2	Association of Southern African Travel Agency (ASATA Membership)		

## 17.2 Gate 2: Technical Evaluation Criteria = 100 points

Only Bidders that have met the mandatory requirements in (Gate 1) will be evaluated in Gate 2 for functionality. Functionality will be evaluated as follows:

- i. Desktop Technical Evaluation – Bidders will be evaluated out of **100 points** and are required to achieve minimum threshold of **65 points** of the **100 points**.

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

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

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A2 – Technical Scorecard	100	65
<b>OVERALL COMBINED POINTS</b>	<b>100</b>	<b>100</b>

## 17.3 Gate 3: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the **65 points** threshold in **Gate 2** will be evaluated in **Gate 3** for Price and BBBEE.

**Price and BBBEE will be evaluated as follows:**

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act 5, Regulation 2022, responsive bids will be adjudicated on the **80/20-preference point system** in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

**17.3.1.1 Stage 1 – Price Evaluation (80 Points)**

Criteria	Points
<b>Price Evaluation</b>	
$Ps = 80 \left( 1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	80

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**17.3.1.2 Stage 2 – BBBEE Evaluation (20 Points)**

**a. BBBEE Points allocation**

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20

2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and

B-BBEE Certificate.

**b. 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. The CCMA 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.

**c. 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."

#### **17.3.1.3 Stage 3 (80 + 20 = 100 points)**

The Price and BBBEE points will be consolidated.

##### **a) Cession, Delegation and Assignment**

The bidder shall not be entitled to cede its rights, whether wholly or in part, or delegate its obligations, whether wholly or in part, or assign in terms of the bid and/or agreement should it be successful in its bid, whether wholly or in part, to any third-party, without the PRIOR written consent of the CCMA.

##### **b) Data Protection**

The bidder undertakes to at all times comply with with the Protection of Personal Information Act, no 4 of 2013 in performing its obligations during the bidding process and/or in terms of the agreement should be it be successful in its bid and be awarded the tender.

## **18 GENERAL CONDITIONS OF CONTRACT**

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

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

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

## **19 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

STATS SA P0141 (CPI), Table E	Table E - All Items
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## **20 SERVICE LEVEL AGREEMENT**

- 20.1 Upon award CCMA and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by CCMA, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 20.2 CCMA reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 20.3 Bidder(s) are requested to:
- Comment on draft Service Level Indicators and where necessary, make proposals to the indicators.
  - Explain each comment and/or amendment; and
  - Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 20.4 CCMA 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 CCMA or pose a risk to the organisation.

## **21 SPECIAL CONDITIONS OF THIS BID**

The CCMA reserves the right:

- 21.1 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, regulation 2022)

- 21.2 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).
- 21.3 To accept part of a tender rather than the whole tender.
- 21.4 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.
- 21.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 21.6 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.
- 21.7 Award to multiple bidders based either on size or geographic considerations.

## **22 The CCMA REQUIRES BIDDER(S) TO DECLARE**

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

- 22.1 Confirm that the bidder(s) is to: –
  - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of CCMA
  - 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 the CCMA 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 the CCMA.
  - 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 the CCMA as a client before any other consideration; and

- h. To ensure that any information acquired by the bidder(s) from the CCMA will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **23 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 23.1 The CCMA 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 recognized 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 recognized stock exchange), directors or members of senior management, whether in respect of [Institution name] 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 the CCMA 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.

## **24 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

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

## **25 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 the CCMA, 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.

## **26 INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, the CCMA 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 the CCMA harmless



from any and all such costs which the CCMA may incur and for any damages or losses CCMA may suffer.

## **27 PRECEDENCE**

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

## **28 LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. The CCMA 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.

## **29 TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. The CCMA 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 the CCMA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CCMA 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.

## **30 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. The CCMA 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.

## **31 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.

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

### **33 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 CCMS'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 the CCMA remain proprietary to the CCMA and must be promptly returned to the CCMA 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 CCMA'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.

### **34 The CCMA PROPRIETARY INFORMATION**

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

### **35    AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid (CCMA/2023/08-FAC), the CCMA 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.

#### **COMPULSORY BRIEFING SESSION**

**A compulsory Briefing Session will be held as follows:**

**Date: 20 October 2023**

**Time: 11:00 AM**

**Venue: Through Microsoft Teams (Virtual)**

## SECTION C: ANNEXURES



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## **Annexure A2**

# **DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST**

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## ANNEXURE A2: DESKTOP EVALUATION TECHNICAL SCORECARD AND COMPLIANCE CHECKLIST

The form must be submitted in File 1 (Technical file).

### EXAMPLE OF HOW THE BIDDER MUST COMPLETE THE COMPLIANCE CHECKLIST:

Section No	Technical Criteria	Reference page in Proposal	Comments
1.2	<b>Experience of the bidder</b>	Exhibit 2: Page 9 to 12	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.1	<b>Manage all reservations and bookings</b>	Exhibit 2: Page 13 to 15	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.
2.2	<b>Manage all refunds and non-refundable airline-tickets</b>	Exhibit 2: Page 17 to 20	Bidder to summarise the motivation of compliance, partial compliance or non-compliance to the requirement.

The Bidders will be evaluated according to the technical evaluation criteria set out in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				TO BE COMPLETED BY THE BIDDER	
DESKTOP EVALUATION		100			
1	GENERAL	9	SECTION 5.1		
1.1	<p>Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition. Such transitional plan must detail the following subjects:</p> <ul style="list-style-type: none"><li>• training or obtaining qualified staff</li><li>• obtaining the necessary software licensing and</li></ul>	4	Section 5.1.1 (j)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<p>electronic hardware</p> <ul style="list-style-type: none"> <li>engagement with and takeover from the former supplier</li> <li>detailed timelines and actions to be taken</li> </ul> <p>NB: Failure to detail all the above bullet points in the transitional plan will result in the bidder scoring zero (0)points.</p>				
1.2	<p>Provide reference letters on the company letterhead of at least three (3) to a maximum of 5 contactable existing / recent clients (within past 3 years) which are of a similar size to the CCMA whom we may contact for references. The letter must include:</p> <ul style="list-style-type: none"> <li>company name.</li> </ul>	5			



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<ul style="list-style-type: none"> <li>• contact details.</li> <li>• letter must be dated.</li> <li>• duration of contract (indicate start date: DD/MM/YYYY and end date: DD/MM/YYYY).</li> <li>• value of the travel expenditure,</li> <li>• a brief description of the services that you provided and the level of satisfaction.</li> </ul> <p>Take notice that:</p> <ul style="list-style-type: none"> <li>• less than three (3) reference letters will result in a zero marks.</li> <li>• Three (3) letters will be</li> </ul>				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<p>allocated three (3) points and</p> <ul style="list-style-type: none"> <li>one (1) additional point will be allocated to a maximum of five (5) points for every reference letter in excess of three (3).</li> </ul> <p>NB: Failure to address the above bullet points, the reference letter will be invalid and will result in the bidder scoring zero (0)points.</p>				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
2	RESERVATIONS	28	SECTION 5.1.2		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				TO BE COMPLETED BY THE BIDDER	
2.1	<p><b>Manage all reservations / bookings.</b></p> <p>Describe how all travel reservations / bookings are handled e.g. hotel (accommodation); car rental; flights etc.</p> <p>This will include, without limitation, an example of a detailed complex manual or online itinerary confirmation that includes air, car, hotel, passport requirement, confirmation numbers and additional proof of competency from the traveller.</p> <p>Take notice:</p> <ul style="list-style-type: none"> <li>• one (1) point will be allocated for the description and</li> <li>• one additional point to a maximum total of ten (10) for the items on the</li> </ul>	10	Section 5.1.2		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				TO BE COMPLETED BY THE BIDDER	
	<p>complex itinerary</p> <p>NB:</p> <ul style="list-style-type: none"> <li>Failure to detail the above bullet points in the complex itinerary will result in the bidder scoring zero (0) points</li> <li>Reservations quotations in preparations for the bookings will not be allocated points.</li> </ul>				
2.2	<p><b>Manage group bookings.</b></p> <p>Describe your capabilities for handling group bookings (e.g. for meetings, conferences (delegates up to 400 people, events etc.). Please specify if these bookings would be done by the TMC or outsourced.</p> <p>Take note:</p> <ul style="list-style-type: none"> <li>two (2) points</li> </ul>	4	Section 5.1.2 (i)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				TO BE COMPLETED BY THE BIDDER	
	<p>will be awarded for bidders you can show their capability of making successful group bookings in-house for 400 or more delegates.</p> <ul style="list-style-type: none"> <li>A further point to a maximum of two (2) points will be allocated for every contactable reference of a client for which the TMC did a group booking.</li> </ul> <p>NB: Failure to address the above bullet points will result in the bidder scoring zero (0)points</p>				
2.3	<p><b>Directly negotiated rates</b></p> <p>Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by the CCMA are <b>non-commissionable</b>, where</p>	6	Section 5.1.2 (p)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<p>commissions are earned for CCMA bookings, all these commissions should be returned to the CCMA on a quarterly basis.</p> <ul style="list-style-type: none"> <li>• Describe how these specific rates will be secured and reported on (2 points).</li> <li>• Describe any automated tools that will be used to assist with maintenance and processing of the said negotiated rates for service provider with whom there are no pre-negotiated rates (2 points).</li> <li>• Describe the way of reporting on and paying over of any commission earned as a result of CCMA bookings (2 points).</li> </ul>				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	NB: Failure to address the above bullet points will result in the bidder scoring zero (0) points.				
2.4	<b>Manage airline reservations.</b>  Describe in detail the process of booking the most cost-effective and practical routing for the traveller, which is inclusive of the automated process for the duration of the contract <ul style="list-style-type: none"> <li>• This will include, without limitation, the refund process (one point) and</li> <li>• how you manage the unused non-refundable airline tickets (one point)</li> </ul>	3	Section 5.1.2		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<ul style="list-style-type: none"> <li>your ability to secure special airline services for traveller(s) including preferred seating, waitlist clearance, special meals, travellers with disabilities (one point).</li> </ul> <p>NB: Failure to address the above bullet points will result in the bidder scoring zero (0) points.</p>				
2.5	<p><b>After-hours and emergency services</b></p> <p>The bidder must have capacity to provide reliable and consistent after hours and emergency support to traveller(s).</p> <p>Please provide details/ Standard Operating Procedure of your after-hour support e.g.</p>	5	Section 5.1.6		



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<ul style="list-style-type: none"> <li>• how it is accessed by Travellers (one point),</li> <li>• where it is located, centralized/ regionalised, in-country (owned)/ outsourced etc. (one point).</li> <li>• is it available 24/7/365 (two points)</li> <li>• Reminders to the CCMA to process purchase orders within 24 hours to reduce queries on invoices (one point).</li> </ul> <p>NB: Failure to address the above bullet points will result in the bidder scoring zero (0)points.</p>				
<b>3</b>	<b>COMMUNICATION</b>	<b>10</b>	<b>SECTION 5.1.7</b>		
3.1	Describe how you will ensure that	10	Section 5.1.7(c)		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<p>travel bookers are informed of the travel booking processes.</p> <ul style="list-style-type: none"> <li>Describe your communication process where the traveller, travel co-ordinator / booker and travel management company will be linked in one smooth continuous workflow (2 points).</li> </ul> <p>The TMC must demonstrate its capability as part of the communication process to include:</p> <ul style="list-style-type: none"> <li>SMS and emails notifications of entire booking (4 points),</li> <li>vouchers for car rentals, accommodation ,shuttle and e-tickets for flights (4 points)</li> </ul>				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	NB: Failure to address the above bullet points will result in the bidder scoring zero (0) points.				
<b>4</b>	<b>FINANCIAL MANAGEMENT</b>	<b>15</b>	<b>SECTION 5.1.8</b>		
4.1	<p>Describe how you will manage the 30-day bill-back account facility.</p> <ul style="list-style-type: none"> <li>• Such description must include the annual financial statement of the TMC (3 points) and</li> <li>• describe the capability of the TMC to support the CCMA (2 points).</li> <li>• Describe with supporting documents how pre-payments will be handled where it is required for smaller Bed &amp; Breakfast / Guest House facilities (3</li> </ul>	15	Section 5.1.8		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<p>points).</p> <ul style="list-style-type: none"> <li>Bidders are required to provide a SOP which describes and sets out the process of rectifying discrepancies between purchase orders and invoices (2 points),</li> <li>reconciliation of transactions and the timely provision of invoices to the CCMA (2 points).</li> <li>Please describe the credit card reconciliation process, timing and deliverables (3 points).</li> </ul> <p>NB: Failure to address the above bullet points will result in the bidder scoring zero (0) points</p>				

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
<b>5</b>	<b>TECHNOLOGY, MANAGEMENT INFORMATION AND REPORTING</b>	<b>10</b>	<b>SECTION 5.1.9</b>		
5.1	<p>Bidders are required to submit an example of a Management Information System Report (MIS) which report must cover the items below:</p> <ul style="list-style-type: none"> <li>• Supplier list for accommodation, air fare, shuttle, venues and conferences (one point)</li> <li>• Top 20 Travelers (amounts and items of expenditure). (one point)</li> <li>• Top 5 provincial offices (amounts and items of expenditure) (one point)</li> <li>• Executive summary</li> </ul>	10	Section 5.1.9		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	dashboard (one point) <ul style="list-style-type: none"> <li>• Service fees (one point)</li> <li>• After hours report (one point)</li> <li>• Monthly savings report (one point)</li> <li>• Conferencing report (one point)</li> <li>• Booking time lines (one point)</li> <li>• open ticket report (one point)</li> </ul> NB: Failure to detail the above bullet points will result in the bidder scoring zero (0)points				
6	ACCOUNT MANAGEMENT	10	SECTION 5.2		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
6.1	<ul style="list-style-type: none"> <li>Provide a depiction of the proposed Account Management structure / organogram (2 points)</li> </ul> <p>Provide a SOP document which reflects</p> <ul style="list-style-type: none"> <li>reflects the quality control procedures / processes you have in place to ensure that your clients receive consistent quality service (1 Point)</li> <li>how queries, requests, changes and cancellations will be handled. What is your mitigation and issue resolution process? Provide a detailed response indicating performance standards with respect to resolving service</li> </ul>	10	Section 5.2		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<p>issues. Complaint handling procedure must be submitted (4 points)</p> <ul style="list-style-type: none"> <li>the measures in place to ensure that the CCMA's travel Policy is enforced in line with National Treasury travel framework (1 point)</li> <li>how will you manage the service levels in the SLA and how will you go about doing customer satisfaction surveys (1 point); and</li> <li>System training, after training support and annual workshops (1 point).</li> </ul> <p>NB: Failure to detail the above bullet points will result in the bidder scoring zero (0)points</p>				



#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
<b>7</b>	<b>COST MANAGEMENT</b>	<b>5</b>	<b>SECTION 5.4</b>		
7.1	<p>Describe your detailed strategic cost savings plan for the contract duration including, but not limited to, annual conferences and event, general travel and bulk bookings (5 points).</p> <p>NB: Failure to detail the above will result in the bidder scoring zero (0)points</p>	5	Section 5.4		
<b>8</b>	<b>MONTHLY,QUARTERLY AND ANNUAL TRAVEL REVIEWS</b>	<b>8</b>	<b>SECTION 5.5</b>		
8.1	<p>Provide a sample of a Quarterly and Annual review used for performance management during the life cycle of the contract.</p> <ul style="list-style-type: none"> <li>Quarterly review 4 points</li> </ul>	8	Section 5.5		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<ul style="list-style-type: none"> <li>Annual review 4 points</li> </ul> <p>Implementation of cost containment measures compliance with service level agreement and any other information required by CCMA.</p> <p>NB: Failure to detail the above bullet points will result in the bidder scoring zero (0)points</p>				
<b>9</b>	<b>OFFICE MANAGEMENT</b>	<b>5</b>	<b>SECTION 5.6</b>		
9.1	<ul style="list-style-type: none"> <li>Submit the SOP for invoicing to cover an overview of your back-office processes detailing the degree of automation for air tickets workflow, ground arrangements and bill back workflow (3 Points)</li> </ul>	5	Section 5.6		

#	TECHNICAL EVALUATION CRITERION	WEIGHT	REFERENCE IN BID DOCUMENT	REFERENCE PAGE IN BIDDERS PROPOSAL	COMMENTS
				<b>TO BE COMPLETED BY THE BIDDER</b>	
	<ul style="list-style-type: none"> <li>Provide the responsibility matrix for the proposed assigned staff. Provide the management hierarchy. (2 points)</li> </ul> <p>NB: Failure to detail the above bullet points will result in the bidder scoring zero (0)points</p>				

Bidders who met the minimum technical threshold of **65 points** will proceed to the third phase being price and BBBEE level of contribution.

Allocation of points for the evaluation process		
Technical evaluation	Minimum threshold 65	Total points out of a 100
Price	80	100
BBBEE level of contribution	20	

All proposals submitted will be evaluated in terms of the 80/20 evaluation principle, in line with PPPFA Regulations 2022, where 80 points is allocated for price and the 20 points will be allocated to promote the CCMA Preference Goal 2:B-BBEE status level of contributor

### **BIDDER DECLARATION (Section 22)**

The bidder hereby declare the following:

We confirm that \_\_\_\_\_ (Bidder's Name) will: –

- i. Act honestly, fairly, and with due skill, care and diligence, in the interests of [Institution name];
- j. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- k. Act with circumspection and treat [Institution name] fairly in a situation of conflicting interests;
- l. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- m. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with [Institution name];
- n. Avoid fraudulent and misleading advertising, canvassing and marketing;
- o. Conduct business activities with transparency and consistently uphold the interests and needs of [Institution name] as a client before any other consideration; and
- p. Ensure that any information acquired by the bidder(s) from [Institution name] will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature\_\_\_\_\_

Date\_\_\_\_\_

*Print Name of Signatory:* \_\_\_\_\_

*Designation:* \_\_\_\_\_

FOR AND ON BEHALF OF: \_\_\_\_\_ *(Bidder's Name)*

CCMA/2023/08-FAC

ANNEXURE 1:

SBD 1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	CCMA/2023/08-FAC	CLOSING DATE:	03 November 2023	CLOSING TIME:	11:00AM
DESCRIPTION	TRAVEL MANAGEMENT SERVICES SPECIFICATION FOR A PERIOD OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Phathutshedzo Mulandana		CONTACT PERSON	Phathutshedzo Mulandana	
TELEPHONE NUMBER	011 377 6717		TELEPHONE NUMBER	011 377 6717	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenderenquiries@ccma.org.za		E-MAIL ADDRESS	tenderenquiries@ccma.org.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
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#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

### PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b> 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b> 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b> 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST

SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



ANNEXURE 2: SBD 3.3 (TO BE ENCLOSED IN ENVELOPE 2)

SBD 3.3

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)		
	1. 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. 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
	3.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, 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.....
		TOTAL: R.....		

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

- 3.2 Other expenses, for example accommodation (specify, eg. 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.....

4. Period required for commencement with project after Acceptance of bid .....  
 5. Estimated man-days for completion of project .....  
 6. Are the rates quoted firm for the full period of contract? \*YES/NO  
 7. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index. ....  
 .....  
 .....  
 .....

\*[DELETE IF NOT APPLICABLE]

## 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 interest<sup>1</sup> 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 institution	State

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:

\_\_\_\_\_

(1) <sup>1</sup> 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.

- .....  
.....
- 2.3 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids

---

(2) <sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

3. 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

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for B-BBEE.

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

#### 1. GENERAL CONDITIONS

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

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

*(delete whichever is not applicable for this tender).*

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) B-BBEE.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE	20
<b>Total points for Price and B-BBEE</b>	<b>100</b>

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

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$		

Where

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

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR B-BBEE

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for B-BBEE for both the 90/10 and 80/20 preference point system



**Table 1: B-BBEE for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The B-BBEE allocated points in terms of this tender. (B-BBEE Status Level of Contributor)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the B-BBEE have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

## **ANNEXURE 5: SBD 7.2**

### **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 documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. 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 2011;
    - 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)
3. 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.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I.....in my capacity  
as.....accept your bid under reference number  
.....dated.....for the rendering of services indicated hereunder and/or  
further specified in the annexure(s).

1. An official order indicating service delivery instructions is forthcoming.
2. 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.

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

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

A large, empty rectangular box intended for an official stamp or seal.

WITNESSES

1 .....

2 .....

## Annexure 6

CCMA'S  
STANDARD  
CONDITIONS OF BID

---

## GENERAL

- |  |   |   |
|--|---|---|
| <b>Actions</b>                                   | 1 | CCMA's <i>Representative</i> and each <i>bidder</i> submitting a bid shall act timeously as stated in these Conditions of Bid and in a manner which is fair, equitable, transparent, competitive and cost-effective.  |
| <b>Interpretation</b>                            | 2 | Terms shown in <i>italics</i> vary for each bid. The details of each term for this bid are identified in the Bid Data. Terms shown in capital initials are defined terms in the appropriate conditions of contract.   |
|  | 3 | Any additional or amended requirements in the Bid Data, and additional requirements given in the Schedules in the <i>bid returnables</i> are deemed to be part of these Conditions of Bid.  |
|  | 4 | The Conditions of Bid and the Bid Data shall not form part of any contract arising from this invitation to bid.   |
| <b>Communication</b>                             | 5 | Each communication between the CCMA and a <i>bidder</i> shall be to or from CCMA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. CCMA takes no responsibility for non-receipt of communications from or by a <i>bidder</i> .   |
| <b>CCMA's rights to accept or reject any bid</b> | 6 | CCMA may accept or reject any variation, deviation, bid, or alternative bid, and may cancel the bid process and reject all bids at any time prior to the formation of a contract. CCMA's <i>Representative</i> will not accept or incur any liability to a <i>bidder</i> for such cancellation and rejection, but will give written reasons for the action upon written request to do so. CCMA reserves the right to accept the whole of any part of any bid. |



After the cancellation of the bid process or the rejection of all bids CCMA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to bid at any time.

## 2 BIDDER'S OBLIGATIONS

The *bidder* shall comply with the following obligations when submitting a bid and shall:

- |   |   |  |
|---|---|--|
| <b>Eligibility</b>  | 1 | Submit a bid only if the <i>bidder</i> complies with the <i>criteria</i> stated in the Bid Data and the <i>bidder</i> , or any of his principals, is not under any restriction to do business with the CCMA.                                       |
| <b>Cost of bidding</b>                                    | 2 | Accept that the CCMA will not compensate the <i>bidder</i> for any costs incurred in the preparation and submission of a bid, including the costs of any testing necessary to demonstrate that aspects of the bid satisfy the evaluation criteria. |
| <b>Check documents</b>                                    | 3 | Check the <i>bid documents</i> on receipt, including pages within them, and notify CCMA's <i>Representative</i> of any discrepancy or omissions.   |
| <b>Confidentiality and copyright of documents</b>         | 4 | Treat as confidential all matters arising in connection with the bid. Use and copy the documents provided by the CCMA only for the purpose of preparing and submitting a bid in response to this invitation.                                       |
| <b>Standardised specifications and other publications</b> | 5 | Obtain, as necessary for submitting a bid, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>bid documents</i> by reference.                      |
|   | 7 | Acknowledge receipt of Addenda to the <i>bid documents</i> , which CCMA's  |

*Representative* may issue, and if necessary apply for an extension to the *deadline for bid submission*, in order to take the Addenda into account.

- |  |    |  |
|--|----|--|
| <b>Site visit and / or clarification meeting</b> | 8  | Attend a site visit and/or clarification meeting at which <i>bidders</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions.. Details of the meeting(s) are stated in the Bid Data.   |
| <b>Seek clarification</b>                        | 9  | Request clarification of the <i>bid documents</i> , if necessary, by notifying CCMA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .  |
| Insurance  | 10 | Be informed that the extent (if any) of insurance provided by the CCMA may not be for the full cover required in terms of the relevant category listed in Section 8 of the <i>conditions of contract</i> , the <i>bidder</i> is advised to seek qualified advice regarding insurance.  |
| <b>Pricing the bid</b>                           | 11 | Include in the rates, prices, and the bidded total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>bidder</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for bid submission</i> .  |
|  | 12 | Show Value Added Tax (VAT) payable by the CCMA separately as an addition to the bidded total of the prices.  |
|  | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .   |
|  | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Bid Data.   |
| <b>Alterations to documents</b>                  | 15 | Not make any alterations or additions to the <i>bid documents</i> , except to comply with instructions issued by CCMA's <i>Representative</i> or if necessary to correct errors made by the <i>bidder</i> . All such alterations shall be initialled by all signatories to the bid. Corrections may not be made using correction fluid, correction tape or the like. |

**Alternative  
bids**

- 16 Submit alternative bids only if a main bid, strictly in accordance with all the requirements of the *bid documents* is also submitted. The alternative bid is submitted with the main bid together with a schedule that compares the requirements of the *bid documents* with the alternative requirements the *bidder* proposes.
- 17 Accept that an alternative bid may be based only on the criteria stated in the Bid Data and as acceptable to the CCMA.

**Submitting a  
bid**

- 18 The CCMA require one original bidding document, indexed according to the page numbers and content as well as one CD of the same.  
  
Submit a bid for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Bid Data.
- 19 Return the *bid returnables* to the CCMA, completing without exception all the forms, data and schedules included therein.
- 20 Submit the bid as an original plus the number of copies stated in the Bid Data and provide an English translation for documentation submitted in a language other than English. Bids may not be written in pencil but must be completed in ink.
- 21 Sign the original and all copies of the bid where indicated. The CCMA will hold the signatory duly authorised and liable on behalf of the *bidder*.
- 22 Seal the original and each copy of the bid as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the CCMA's national office address and invitation to bid number stated in the Bid Data, as well as the *bidder's* name and contact address.
- 23 Seal original and copies together in an outer package that states on the outside only the CCMA's national office address and invitation to bid number

as stated in the Bid Data. The outer package must be marked "CONFIDENTIAL"

24 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid 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 CCMA's national office address and identification details stated in the bid data, as well as the bidder's name and contact details. Make sure both parts of the bid are delivered as a single package.

25 Accept that the CCMA will not assume any responsibility for the misplacement or premature opening of the bid if the outer package is not sealed and marked as stated

Note:

The CCMA prefers not to receive bids by post, and takes no responsibility for delays in the postal system or in transit within or between CCMA offices.

Where bids are sent per fax, the CCMA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where bids are sent via courier, the CCMA takes no responsibility for bids delivered to any other site than the bid office.

CCMA employees are not permitted to deposit a bid into the CCMA's bid box on behalf of a bidder, except those lodged by post or courier.

**Closing time** 26 Ensure that the CCMA has received the bid at the address and in the bid box no later than the *deadline for bid submission*. Proof of posting will not be taken by the CCMA as proof of delivery. The CCMA will not accept a bid submitted telephonically, e-mail or by telegraph unless stated otherwise in the Bid Data.

27 Accept that, if the CCMA extends the *deadline for bid submission* for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

**Bid validity** 28 Hold the bid(s) valid for acceptance by the CCMA at any time within the *validity period* after the *deadline for bid submission*.

	29	Extend the <i>validity period</i> for a specified additional period if the CCMA requests the <i>bidder</i> to extend it. A <i>bidder</i> agreeing to the request will not be required or permitted to modify a bid, except to the extent the CCMA may allow for the effects of inflation over the additional period.
<b>Clarification of bid after submission</b>	30	Provide, on request from the CCMA's <i>Representative</i> during the evaluation of bids, any other material that has a bearing on the bid, the bidder's commercial position (including notarised joint venture agreements), preferencing arrangements or samples of materials, considered necessary by the CCMA for the purpose of a full and fair risk assessment. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the bid is sought, offered, or permitted except as required by the CCMA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of bids. The total of the Prices stated by the <i>bidder</i> as corrected by the CCMA's <i>Representative</i> with the concurrence of the <i>bidder</i> , shall be binding upon the <i>bidder</i>
<b>Submit bonds, policies etc.</b>	31	If instructed by the CCMA's <i>Representative</i> (before the formation of a contract), submit for the CCMA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>bidder</i> in terms of the <i>conditions of contract</i> .
	32	Undertake to check the final draft of the contract provided by CCMA's <i>Representative</i> , and sign the Form of Agreement all within the time required by these Conditions of Bid.
	33	Where an agent on behalf of a principal submits a bid, an authenticated copy of the authority to act as an agent must be submitted with the bid.
<b>Fulfil BEE requirements</b>	34	Comply with CCMA's requirements regarding BBEE.

### 3 THE CCMA'S UNDERTAKINGS

CCMA's *Representative*, shall:

- |                                 |   |   |
|---------------------------------|---|---|
| <b>Respond to clarification</b> | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>bidders</i> .  |
| <b>Issue Addenda</b>            | 2 | If necessary, issue Addenda that may amend, amplify, or add to the <i>bid documents</i> , to each <i>bidder</i> . If a <i>bidders</i> applies for an extension to the <i>deadline for bid submission</i> , in order to take Addenda into account in preparing a bid, the CCMA may grant such an extension and CCMA's <i>Representative</i> shall notify the extension to all <i>bidders</i> . |
| <b>Return late bids</b>         | 3 | Return bids received after the <i>deadline for bid submission</i> unopened to the <i>bidder</i> submitting a late bid. Bids will be deemed late if they are not on the designated fax or in the designated bid box at the date and time stipulated as the deadline for bid submission.  |
| <b>Bid opening</b>              | 4 | Open the bids in the presence of the <i>bidders'</i> representatives who choose to attend at the time and place stated in the Bid Data. Bids for which an acceptable notice of withdrawal has been submitted will not be opened.  |
|                                 | 5 | Announce at the opening the name of each <i>bidder</i> only. Die unsuccessful bidder may request a debriefing meeting with the Supply Chain Manager on request.   |
| <b>Two-envelope system</b>      | 6 | Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposals in the presence of bidder's representatives and announce the name of each bid.   |
|                                 | 7 | Evaluate the quality of the technical proposals, then advise bidders who remain in contention for the award of the contract. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum criteria.   |

<b>Non-disclosure</b>	8	Not disclose to <i>bidders</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bids and recommendations for the award of a contract, until after the award of the contract to the successful bidder.
<b>Grounds for rejection</b>	9	Consider rejecting a bid if there is any effort by a <i>bidder</i> to influence the processing of bids or contract award.
<b>Disqualification</b>	10	Instantly disqualify a <i>bidder</i> (and his bid) if it is established that the <i>bidder</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to bid.
<b>Test for responsiveness</b>	11	Determine before detailed evaluation, whether each bid properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Bid,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>bid documents</i>.</li> </ul>
	12	Judge a <i>responsive bid</i> as one which conforms to all the terms, conditions, and specifications of the <i>bid documents</i> without material deviation or qualification. A material deviation or qualification is one which, in the CCMA's opinion would <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change the CCMA's or the <i>bidder's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>bidders</i> presenting responsive bids, if it were to be rectified.</li> </ul>
<b>Non-responsive bids</b>	13	Reject a non-responsive bid, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
<b>Arithmetical errors</b>	14	Check responsive bids for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> </ul>

		<ul style="list-style-type: none"> <li>• If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>• 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 <i>bidder's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> <li>• The corrected price will be communicated to the bidder. The bidder may withdraw the bid, but may not change the bid price.</li> </ul>
	15	Reject a bid if the <i>bidder</i> does not accept the corrected total of the Prices (if any).
<b>Evaluating the bid</b>	16	Evaluate responsive bids in accordance with the <i>procedure and criteria</i> stated in the Bid Data. The evaluated bid price will be disclosed only to the relevant CCMA bid committee and will not be disclosed to <i>bidders</i> or any other person.
<b>Clarification of a bid</b>	17	Obtain from a <i>bidder</i> clarification of any matter in the bid which may not be clear or could give rise to ambiguity in a contract arising from this bid if the matter were not to be clarified.
<b>Acceptance of bid</b>	18	Notify CCMA's acceptance to the successful <i>bidder</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the CCMA and the successful <i>bidder</i> .
<b>Notice to unsuccessful bidders</b>	19	After the successful <i>bidder</i> has acknowledged the CCMA's notice of acceptance, notify other <i>bidders</i> that their bids have not been accepted, following the CCMA's current procedures.
<b>Prepare contract documents</b>	20	<p>Revise the contract documents issued by the CCMA as part of the <i>bid documents</i> to take account of</p> <ul style="list-style-type: none"> <li>• Addenda issued during the bid period,</li> <li>• inclusion of some of the <i>bid returnables</i>, and</li> <li>• other revisions agreed between the CCMA and the successful <i>bidder</i>, before the issue of the CCMA's notice of acceptance (of the bid).</li> <li>• The schedule of deviations attached to the form of offer and acceptance, if any.</li> </ul>



<b>Issue final contract</b>	21	Issue the final contract documents to the successful <i>bidder</i> for acceptance within one week of the date of the CCMA's notice of acceptance.
<b>Sign Form of Agreement</b>	22	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of the CCMA's notice of acceptance of the bid. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.
<b>Complete Adjudicator's Contract</b>	23	Unless alternative arrangements have been agreed, arrange for both parties to complete and sign the Form of Agreement and Contract Data with the selected adjudicator.
<b>Provide copies of the contracts</b>	24	Provide to the successful <i>bidder</i> the number of copies stated in the Bid Data of the signed copy of the contracts within three weeks of the date of the CCMA's acceptance of the bid.



**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

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## General Conditions of Contract

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

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

## **2. Application**

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

- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### **4. Standards**

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

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

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

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

### **7. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

## **8. Inspections, tests and analyses**

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



which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of

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

- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be

endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

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

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

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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

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

#### **27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to

the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

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

### **34. Prohibition of Restrictive practices**

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



**COMMISSION FOR CONCILIATION,  
MEDIATION & ARBITRATION**



**TO THE CCMA**

**PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013**

By signing this referral form;

- a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.
- b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as the CCMA (responsible party) must use my/our information in the performance of its public legal duty.
- c) I/we understand that my/our personal information may be disclosed to a third party in as far as the CCMA must fulfil its public legal duty.
- d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on the CCMA website.

**SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023**

**COMPANY NAME: \_\_\_\_\_**

**INITIAL AND SURNAME OF REPRESENTATIVE OF THE COMPANY: \_\_\_\_\_**

**SIGNATURE OF REPRESENTATIVE OF THE COMPANY: \_\_\_\_\_**

## ANNEXURE 8

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"><li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li><li>(b) who became citizens of the Republic of South Africa by naturalisation-<ul style="list-style-type: none"><li>i. before 27 April 1994; or</li><li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li></ul></li></ul>

<b>Definition of “Black Designated Groups”</b>	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</li> </ul>
--	---

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

**ANNEXURE A3 TEMPLATE 3: MANAGEMENT FEE MODEL**  
**OFF-SITE SERVICES**

RFP NO:

CCMA/2023/08-FAC

RFP NAME:

TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS

BIDDER NAME

ESTIMATED TRANSACTION VOLUMES PER ANNUM \*

11793

*See Section 3.2 of the bid document*

**1.1 MANAGEMENT FEES**

			TRADITIONAL BOOKINGS	ONLINE BOOKINGS
ITEM	Transaction Type		Annual Cost (Excl VAT)	Annual Cost (Excl VAT)
Fixed Costs (Management Fees)		Estimated #		
1	Compensation 1x Senior Travel Consultant 1x Intermediate Travel Consultant Operations Manager Finance Manager / Accountant Admin Back Office (Creditors/ Debtors / Finance Processors Key Account Manager			
2	Communication (SMS, Email alerts, Industry updates)			
3	Technology/ Online Booking System (Software Licences and Monthly & Quartely Reporting & Training)			
4	Telephone bills			
5	Banking Services (Interest, Merchant Fees, etc.)			
6	Other			
<b>Total Fixed Annual Cost (Excl VAT)</b>			R -	R -

		TRADITIONAL BOOKINGS	ONLINE BOOKINGS
Variable Costs		Annual Cost (Excl VAT)	Annual Cost (Excl VAT)
1	After-Hours (Executive Travel Consultant) (Estimated at 2 Calls per month)	24	
2	After-Hours Call Center / Contact Number (17h00 - 8h00 Weekdays; 24 hours weekends and public holidays)	60	
Total Variable Annual Cost (Excl VAT)		R -	R -
TOTAL PER ANNUM (Excl VAT)		R -	R -
Percentage Split between Online Booking and Traditional Booking		20.00%	80.00%
		Percentage Traditional	Percentage Online
SPLIT GRAND TOTAL PER ANNUM (Excl VAT)		R -	R -
GRAND TOTAL PER ANNUM (Excl VAT)		R -	
GRAND TOTAL PER ANNUM (Incl VAT) (PRICE THAT WILL BE USED FOR EVALUATION PURPOSES)		R -	
MONTHLY MANAGEMENT FEE (Incl VAT)		R -	
	Cost of Additional items (per incident)	Unit Price (excl VAT)	Unit Price (incl VAT)
1	Courier Services		R -
2	Visa Services		R -
	Other (Specify)		R -
<p><i>These services will only be done on request from the CCMA and will be invoiced accordingly.</i></p> <p><i>These costs are ADDITIONAL to the monthly Management Fee.</i></p> <p><i>These items will not be used for evaluation purposes.</i></p>			
1.2 CONFERENCE MANAGEMENT FEE			
Item	Description	Percentage Fee	Comment
1	Conference Management Fee (as a % of the Total turnover of the event)		





RFP NO:	CCMA/2023/08-FAC
RFP NAME:	TRAVEL MANAGEMENT SERVICES FOR A PERIOD OF 36 MONTHS
BIDDER NAME	

#### Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide **ON-SITE / OFF-SITE** travel management service to the **[institution name]** at the following total amounts (including VAT)

#### Template 1: Transaction Fee (On-Site)

#REF!

(incl. VAT)

In words:

#### Template 2: Transaction Fee (Off-Site)

#REF!

(incl. VAT)

In words:

#### Template 3: Management Fee (On-Site)

R

-

(incl. VAT)

In words:

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

R

-

(incl. VAT)

In words:

We undertake to hold this offer open for acceptance for a period of **120 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the **[Institution Name]**

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

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

**Signature**

**Date**

Print name of signatory: .....  
Designation: .....

**FOR AND ON BEHALF OF: COMPANY NAME**

Tel No: .....  
Fax No: .....  
Cell No: .....  
Email:.....