

**BID DOCUMENT: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO ECRDA FOR A PERIOD OF TWO YEARS**

**REFERENCE NO: SCMU 02 – 2023 2024**

ECRDA  
2<sup>nd</sup> Floor  
Phase 3  
3-33 Phillip Frame Road  
Waverley Office Park  
Chiselhurst  
**EAST LONDON**

**Name of Tenderer/Bidder:**

\_\_\_\_\_

**Total Bid Price:** \_\_\_\_\_

**Compulsory Briefing Session: No**

**Bid issue date: 13 October 2023**

**Closing Date: 03 November 2023**

**Closing Time: 11h00**

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## DEFINITIONS

In this bid, unless the context indicates otherwise, any word or expression to which the meaning has been assigned must bear the meaning so assigned-

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

**Act** means the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) unless the context indicates otherwise.

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

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

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

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

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

**Conference facilities** means provision of venue for conference/event purposes including tent(s).

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

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

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

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

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

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

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

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

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

**Regional travel** means travel across the border of South Africa to any of the 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 Government that defines the level of service expected from the TMC.

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

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

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

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

**Travel Authorisation** is the official form utilised by Government 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 Travel Management Company (TMC) consultant on behalf of the Traveller, e.g. the personal assistant of the traveller.

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

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

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

**VAT** means Value Added Tax.

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

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

**Days** include weekends, but exclude holidays

## **SECTION A**

### **INVITATION TO BID – APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF TRAVEL MANAGEMENT SERVICES TO ECRDA FOR A PERIOD OF TWO YEARS**

**REFERENCE NUMBER: SCMU 02 – 2023/24**

#### **Introduction**

Section 3 of the Eastern Cape Rural Finance Corporation Amendment Act 2012, provides the legislative mandate of the ECRDA which is the following objectives and powers.

#### **1.1 Objectives of the Agency**

The objectives of the corporation are to promote, support and facilitate rural development in the Province by -

- Mobilising financial resources and providing financial and supportive services to persons domiciled, ordinarily resident or carrying on business within the Province.
- Promoting and encouraging private sector investment in the Province and the participation of the private sector in contributing to economic growth
- Promoting, assisting and encouraging the development of the Province's human resources and financial infrastructure, in association with other institutions having similar or related objectives
- Acting as the governments' agent for performing any development-related tasks and responsibilities that the government considers may be more efficiently or effectively performed by a corporate entity
- Driving and coordinating integrated programmes of rural development, land reform and agrarian transformation in the Province
- Project managing rural development interventions in the Province
- Promoting applied research and innovative technologies for rural development in the Province
- Planning, monitoring, implementing and evaluating rural development in the Province
- Facilitating the participation of the private sector and community organizations in rural development programmes.

## **PURPOSE OF THIS BID INVITATION**

The purpose of this Bid is to solicit proposals from potential bidder(s) for the provision of travel management services to ECRDA for a period of two years.

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

This Bid does not constitute an offer to do business with ECRDA, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

## **LEGISLATIVE FRAMEWORK OF THE BID**

### **Tax Legislation**

Bidder(s) must be compliant when submitting a proposal to [Institution name] and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

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.

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

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.

### **Procurement Legislation**

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

### **Technical Legislation and/or Standards**



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

## TIMELINE OF THE BID PROCESS

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

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	13 October 2023
Questions relating to bid from bidder(s)	13 October 2023 to 27 October 2023
Bid closing date	03 November 2023
Notice to bidder(s)	ECRDA will endeavour to inform bidders of the progress until conclusion of the tender.

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

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

## CONTACT AND COMMUNICATION

A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mr A Langa via email [langaa@ecrda.co.za](mailto:langaa@ecrda.co.za) and/or **0437036300**. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

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

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

All communication between the Bidder(s) and **ECRDA** must be done in writing.

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

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

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by **ECRDA** will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

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.

#### **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).

#### **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.

#### **FRONTING**

Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

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 **ECRDA** may have against the Bidder / contractor concerned.

## SUPPLIER DUE DILIGENCE

ECRDA 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.

## SUBMISSION OF PROPOSALS

Bid documents must be placed in the tender box located at the reception area of ECRDA offices at **3-33 Frame Road, 2<sup>nd</sup> Floor, Phase 3, Waverley Office Park, Chiselhurst, East London** on or before the closing date and time.

Bid documents will only be considered if received by **ECRDA** before the closing date and time, having been successfully delivered to **ECRDA** in the method outlined above.

The completed bid document must be placed in a sealed envelope clearly endorsed with the reference number including description and deposited in the tender box located at the reception area of the ECRDA offices at: **3-33 Frame Road, 2<sup>nd</sup> Floor, Phase 3, Waverley Office Park, Chiselhurst, East London 5201** during office hours i.e. (08h00 - 16h30), and until 11h00 on 03 November 2023.

All standard bidding documents, forms, annexures and addenda (where applicable) shall be completed in full and signed where required.

It remains the responsibility of the bidder to ensure that bid document submitted by courier is timeously inserted in the tender box.

Bidders are required to complete the submission register at the reception area when depositing bid documents in the tender box.

Any expenses incurred by the bidder in the preparation and submission of tender will be solely for the bidder's account and ECRDA shall not be liable for such expenses in whatsoever manner.

Telephonic, telegraphic, telex, facsimile, emailed and late bids will not be accepted

The bidder(s) are required to submit **two (2)** copies of each file (**one (1)** original and **one (1)** duplicate) and **one (1) USB Flash Drive** with content of each file by the **03 November 2023 at 11:00**. Each file and USB Flash Drive must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the USB Flash Drive must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & SPECIFIC GOALS)
<b>Exhibit 1:</b> Pre-qualification documents <i>(Refer to Section 17.1 - Gate 0: Pre-qualification Criteria (Table 1))</i>	<b>Exhibit 1:</b> Pricing Schedule <i>(Refer to Section 14 – Pricing Model and Annexure A3 – Pricing Submission)</i>
<b>Exhibit 2:</b> Technical Responses and Bidder Compliance Checklist for Technical Evaluation Supporting documents for technical responses. <i>(Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria and Annexure A2 – Desktop Evaluation Technical Scorecard and Compliance Checklist)</i>	
<b>Exhibit 3:</b> General Conditions of Contract (GCC) Draft Service Level Agreement <i>(Refer to Section 20 – Service Level Agreement)</i>	
<b>Exhibit 4:</b> Company Profile Any other supplementary information	

Bidders are requested to initial each page of the tender document on the **bottom right-hand corner**.

#### PRESENTATION / DEMONSTRATION

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

#### DURATION OF THE CONTRACT

1) The successful bidder shall be required to commence the required services within 5 days from date of the issuing of the purchase order.

2) The assignment is for a period of two years [24months].

3) The commencement date and completion date must be clearly indicated on the relevant space of

SBD 3.1.

## SCOPE OF WORK

### Travel Volumes

The current ECRDA total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc. The number of transactions for the Financial Years: 2021/22 & 2022/2023 amounted to approximately R 6 319 654.00.

Item	Transaction Volume	Transaction Value/Amount
Air Travel	316	R 1'205 892.85
Accommodation	805	R 3' 096 149.38
Car Hire	132	R 859 187.19
Forex	-	-
Conference	40	R 727 958.52
Other (specify)	3	R 1 786.00
Other (Specify)	153	R 428 680.00

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

### Service Requirements

#### General

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

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

Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services as stipulated in paragraph 13.2.6.

Familiarisation with current ECRDA travel business processes.

Familiarisation with current travel suppliers and negotiated agreements that are in place between ECRDA and third parties. Assist with further negotiations for better deals with travel service providers.

Familiarisation with Treasury's current Travel Policy and implementations of controls to ensure compliance.

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.

Provide a facility for ECRDA to update their travellers' profiles.

Manage the third-party service providers by addressing service failures and complaints against these service providers.

Consolidate all invoices from travel suppliers.

Provide a detailed transition plan for implementing the service without service interruptions and engage with the incumbent service provider to ensure a smooth transition.

### **Reservations**

The Travel Management Company will:

receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel Booker and traveller via the agreed communication medium.

always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel Booker.

apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the Traveller of alternative plans that are more cost effective and more convenient where necessary.

obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.

book the negotiated discounted fares and rates where possible.

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.

book parking facilities at the airports where required for the duration of the travel.

respond timely and process all queries, requests, changes and cancellations timeously and accurately.

Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc.)

must issue all necessary travel documents, itineraries and vouchers timeously to traveller(s) prior to departure dates and times.

advise the Traveller of all visa and inoculation requirements well in advance.

assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.

facilitate any reservations that are not bookable on the Global Distribution System (GDS).

facilitate the bookings that are generated through their own or third party Online Booking Tool (OBT) where it can be implemented.

note that, unless otherwise stated, all cases include domestic, regional and international travel bookings.

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.

negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by ECRDA are non-commissionable, where commissions are earned for ECRDA bookings all these commissions should be returned to ECRDA on a quarterly basis.

ensure confidentiality in respect of all travel arrangements and concerning all persons requested by ECRDA.

timeous submission of invoices and proof that services have been satisfactorily delivered as per ECRDA instructions

#### **Air Travel**

The TMC must be able to book full service carriers as well as low cost carriers.

The TMC will book the most cost-effective airfares possible for domestic travel.

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

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

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

Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking before the departure times.

The TMC will also assist with the booking of charters for VIPs utilising the existing transversal term contract where applicable as well as the sourcing of alternative service providers for other charter requirements.

The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the institution and provide a report on refund management once a quarter.

The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fairs where applicable.

Ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.)

Assist with lounge access if and when required.

### **Accommodation**

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

The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller

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

ECRDA travellers may only stay at accommodation establishments with which ECRDA has negotiated corporate rates. Should there be no rate agreement in place in the destination, or should the contracted establishment be unable to accommodate the traveller, the TMC will source suitable accommodation bearing in mind the requirement of convenience for the traveller and conformation with acceptable costs, or as stipulated in written directives issued from time to time by the National treasury or ECRDA.

Accommodation vouchers must be issued to all ECRDA travellers for accommodation bookings and must be invoiced to ECRDA as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.

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.

Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

### **Car Rental and Shuttle Services**

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

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

The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages and accidents, etc.

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



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

The TMC should manage shuttle companies on behalf of the ECRDA and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.

The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

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

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

A dedicated consultant/s must be available to assist VIP/Executive Travellers with after hour or emergency assistance.

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.

A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.

The Travel Management Company must have a standard operating procedure for managing after hours and emergency services. This must include purchase order generation of the request within 24 hours.

### **Communication**

The TMC may be requested to conduct workshops and training sessions for Travel Bookers of ECRDA.

All enquiries must be investigated and prompt feedback be provided in accordance with the Service Level Agreement.

The TMC must ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel Management Company in one smooth continuous workflow.

### **Financial Management**

The TMC must implement the rates negotiated by ECRDA with travel service providers or the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.

The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to ECRDA for payment within the agreed time period.

Enable savings on total annual travel expenditure and this must be reported and proof provided during monthly and quarterly reviews.

The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices ECRDA for the services rendered.

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.

Consolidate Travel Supplier bill-back invoices.

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

The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to ECRDA's Financial Department on the agreed time period (e.g. weekly). This includes attaching the Travel Authorisation or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report or the credit card statement.

Ensure Travel Supplier accounts are settled timeously.

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

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

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

All management information and data input must be accurate.

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

The reporting templates can be found on <http://www.treasury.gov.za/legislation/pfma/TreasuryInstruction/AccountantGeneral.aspx>

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

**ECRDA** may request the TMC to provide additional management reports.

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

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

### **Travel**

After hours' Report;

Compliments and complaints;

Consultant Productivity Report;

Long term accommodation and car rental;

Extension of business travel to include leisure;

Upgrade of class of travel (air, accommodation and ground transportation);

Bookings outside Travel Policy

### **Finance**

Reconciliation of commissions/rebates or any volume driven incentives;

Creditor's ageing report;

Creditor's summary payments;

Daily invoices;

Reconciled reports for Travel Lodge card statement;

No show report;

Cancellation report;

Receipt delivery report;

Monthly Bank Settlement Plan (BSP) Report;

Refund Log;

Open voucher report, and

Open Age Invoice Analysis.

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

### **Account Management**

An Account Management structure should be put in place to respond to the needs and requirements of the Government Entity and act as a liaison for handling all matters with regard to delivery of services in terms of the contract.

The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the **ECRDA's** account.

The necessary processes should be implemented to ensure good quality management and ensuring Traveller satisfaction at all times.

A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.

Ensure that the ECRDA's Travel Policy is enforced.

The Service Level Agreement (SLA) must be managed and customer satisfaction surveys conducted to measure the performance of the TMC.

Ensure that workshops/training is provided to Travellers and/or Travel Bookers

During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

### **Value Added Services**

The TMC must provide the following value-added services:

Destination information for regional and international destinations:

Health warnings;

Weather forecasts;

Places of interest;

Visa information;

Travel alerts;

Location of hotels and restaurants;

Information including the cost of public transport;

Rules and procedures of the airports;

Business etiquette specific to the country;

Airline baggage policy; and

#### Supplier updates

Electronic voucher retrieval via web and smart phones;

SMS notifications for travel confirmations;

Travel audits;

Global Travel Risk Management;

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

#### Cost Management

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

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.

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.

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 **ECRDA**'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.

#### Quarterly and Annual Travel Reviews

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

Annual Reviews are also required to be presented to **ECRDA**'s Senior Executives.

These Travel Reviews will include without limitation the following information:

Institution to list the information that will be required. The reporting requirements in the National Treasury Instruction 3 of 2016/17 (Cost Containment Measures related to Travel & Subsistence) may be used as minimum.

## Office Management

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

Senior Consultants

Intermediate Consultants

Junior Consultants

Travel Manager (Operational)

Finance Manager / Branch Accountant

Admin Back Office (Creditors / Debtors/Finance Processors)

Strategic Account Manager (per hour)

System Administrator (General Admin)

## PRICING MODEL

ECRDA requires bidders to propose **one** pricing model, being the transactional fee model.

### Transaction Fees

#### Refer Annexure A3: Pricing Schedule

The transaction fee must be a fixed amount per service. The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers.

Off-site option (**See Template 2**)

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

### Volume driven incentives

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

National Treasury has negotiated non-commissionable fares and rates with various airlines carriers and other service providers;

No override commissions earned through **ECRDA reservations** will be paid to the TMCs;

An open book policy will apply and any commissions earned through the **ECRDA** volumes will be reimbursed to **ECRDA**.

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

## EVALUATION AND SELECTION CRITERIA

**ECRDA** 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:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Specific Goals Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph <b>17.1 (Table 1) below</b> . Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and Specific Goals).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

### Gate 0: Pre-qualification Criteria

Without limiting the generality of **ECRDA's** other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

### Important conditions

Bidders are required to properly complete the bid document, attach relevant information and adhere to the conditions as stipulated below.

#### 16.1. Returnable documents

Bidders must submit proof of registration on the National Central Supplier Database (CSD). In terms of National Treasury Instruction No. 4A of 2016/17 regarding the (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- Business registration, including details of directorship and membership;
- Bank Account holder information;
- In the service of the State status;
- Tax compliance status;

Identity number;

Tender default and restriction status.

The following Standard Bidding Documents (SBDs) must be completed in full and duly signed where relevant.

Invitation to bid (SBD 1);

Authority of signature

Pricing schedule (SBD 3.1)

Declaration of interest (SBD 4)

Preference Points claim form (SBD 6.1)

Contract form - SBD 7.2

General conditions of contract

Provide the reference letters from at least three (3) contactable existing/recent clients (within past 3 years) which are of a similar size to ECRDA.

Submit Financial Statements of the business for the past two (2) years, as well as company profile

Submit International Air Transport Association (IATA) licence/ certificate (valid and certified copy).

Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.

**16.2** It will be an added advantage if the bidder is a member of ASATA (Association of South African Travel Agents). Proof of such membership must be submitted with the bid at closing date and time.

### **16.3 Validity of prices**

All prices shall be quoted in South African currency inclusive of VAT and will hold good for 90 days (validity period of bids) from the closing date.

### **16.4 Negotiating a fair market price**

The ECRDA reserves the right to enter into negotiations with the preferred bidders for a fair market price if on its own assessment is of the view that the highest scoring bidder is charging prices higher than the fair market price.



## **16.5 Authority to sign**

Bidders must indicate the capacity under which the bid is signed by a delegated individual (e.g. director) and provide proof of authority (e.g. a resolution).

The specimen of authority of signature/resolution has been attached in the bid document for both companies/close corporations/partnerships and sole proprietorship.

## **16.6 Contracting**

16.6.1 The final award of the contract to the successful bidder is subject to issue of the following documents by ECRDA:

16.6.2 Letter of award (in terms of which the bidder must indicate acceptance/non-acceptance thereof by way of signature);

16.6.3 Contract form - SBD 7.2 for completion and signature by both ECRDA and the successful bidder. The contract form has been attached in the bid document for bidders to understand its contents as it will have a binding effect at contract award stage;

16.6.4 Purchase order.

16.6.5 Service Level Agreement

## **16.7 Important to Note**

16.7.1 The ECRDA reserves the right not to appoint the highest scoring bidder and/or not to appoint any bidder.

16.7.2 The ECRDA reserves the right to conduct due diligence to satisfy itself of the accuracy of the information provided.

**Table 17.1:** Compulsory returnable documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission will result in disqualification	
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document
Authority to sign	Yes	Complete and sign the supplied pro forma document/ Attach resolution
Pricing Schedule SBD 3.1	Yes	Complete the supplied pro forma document. Ensure that the information required below is provided  Price validity period <input type="text"/>  Commencement period after issue of purchase order <input type="text"/>
Declaration of Interest – SBD 4	Yes	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	No	Complete and sign the supplied pro forma document Non-submission will lead to a zero (0) score on Specific Goals
Reference letters	Yes	Non-submission will lead to disqualification
Registration on Central Supplier Database (CSD)	Yes	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.
Completed & signed GCC	Yes	Complete and sign the supplied pro forma document
IATA Licence / Certificate	Yes	Bidders are required to submit their International Air Transport Association (IATA) licence/ certificate (certified copy) at closing date. Where a bidding company is using a 3rd party IATA licence, proof of the agreement must be attached and copy of the certificate to that effect at closing date.
Pricing Schedule	Yes	Submit full details of the pricing proposal as per Annexure A3 in a separate envelope
Financial Statements and Company Profile	Yes	Submit Financial Statements for the past two (2) years. Attach Company Profile

NB: The ECRDA does not bind itself to the completeness of the checklist for pre-qualification requirements. As such, it is incumbent on the bidders to ensure that compliance with all the bid requirements is adhered to

### **Gate 1: Technical Evaluation Criteria = 100 points**

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. Refer to **Annexure A2** for detailed information

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

Desktop Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 80 points of 100 points.

The overall combined score must be equal or above 80 points in order to proceed to Gate 2 for Price and Specific Goals evaluations.

As part of due diligence, **ECRDA** 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 **ECRDA'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	80
<b>OVERALL COMBINED POINTS</b>	100	80

### **Gate 2: Price and Specific Goals Evaluation (80+20) = 100 points**

Only Bidders that have met the 80-point threshold in Gate 1 will be evaluated in Gate 2 for price and Specific Goals. Price and Specific Goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), 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)

Specific Goals (maximum 20 points)

*Stage 1 – Price Evaluation (80 Points)*

Criteria	Points
<b>Price Evaluation</b> $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 17.3.1.2 Stage 2

Specific goals 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 specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race (black ownership)	N/A	10	N/A	
Gender (female ownership)	N/A	5	N/A	
Disability	N/A	5	N/A	

### **–Joint Ventures, Consortiums and Trusts**

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **ECRDA** 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.

### **GENERAL CONDITIONS OF CONTRACT**

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

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

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

### **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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### **SERVICE LEVEL AGREEMENT**

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

**ECRDA** reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

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.

ECRDA 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 ECRDA or pose a risk to the organisation.

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

ECRDA reserves the right:

To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

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).

To accept part of a tender rather than the whole tender.

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.

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.

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.

Award to multiple bidders based either on size or geographic considerations.

#### **ECRDA REQUIRES BIDDER(S) TO DECLARE**

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

Confirm that the bidder(s) is to: –

Act honestly, fairly, and with due skill, care and diligence, in the interests of ECRDA;

Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

Act with circumspection and treat ECRDA fairly in a situation of conflicting interests;

Comply with all applicable statutory or common law requirements applicable to the conduct of business;

Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with **ECRDA**;

Avoidance of fraudulent and misleading advertising, canvassing and marketing;

To conduct their business activities with transparency and consistently uphold the interests and needs of **ECRDA** as a client before any other consideration; and

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

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

**ECRDA** reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

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;

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;

makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of ECRDA's officers, directors, employees, advisors or other representatives;

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;

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;

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;

has in the past engaged in any matter referred to above; or

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.

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

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that **ECRDA** 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.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by **ECRDA** against the bidder notwithstanding the conclusion of the Service Level Agreement between **ECRDA** 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.

#### **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 **ECRDA**, 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.

#### **INDEMNITY**

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

#### **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.

#### **LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. **ECRDA** 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.

#### **TAX COMPLIANCE**

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

#### **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. **ECRDA** 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.

#### **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.

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

#### **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 **ECRDA**'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 **ECRDA** remain proprietary to **ECRDA** and must be promptly returned to **ECRDA** 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 **ECRDA**'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.

#### ECRDA PROPRIETARY INFORMATION

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

#### AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (**SCMU 2023/24**), the ECRDA 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.

**SECTION B**

**AUTHORITY TO SIGN**

**ANNEXURE 1 (a)  
AUTHORITY TO SIGN**

Signatories for business entities shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution to this form.

An example is given below:

“By resolution passed at a meeting held on .....

Mr./Ms ....., whose signature appears below, has been duly authorized to sign all documents in connection with the bid for **Contract NO .....** and any Contract that may arise there from on behalf of (name of Bidder in block capitals)

.....

**SIGNED ON BEHALF OF THE COMPANY:** .....

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

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....

ANNEXURE 1 (b)  
AUTHORITY TO SIGN

**Sole Proprietorship Resolution of Authority**

I, ....., certify that I am the sole owner  
("Owner") of the business operating under the  
name.....

("Business"), ID Number.....

I further certify that the Business is a sole proprietorship and that there is no one else having any right,  
title, or interest therein. I am the only person authorized to act in the name of or on behalf of the Business.

I have no knowledge of any other business that is using, or being operated under, a name which could be  
considered confusingly similar to the name of this sole proprietorship. All deposits which are to be made  
into the account of the sole proprietorship will consist of funds to which I, the sole proprietor, am legally  
entitled.

**SIGNATURE OF THE SOLE PROPRIETOR:** .....

**DATE:** .....

**WITNESSES:** 1. ....

2. ....

**SECTION C: STANDARD BIDDING DOCUMENTS**

**ANNEXURE 2**

**INVITATION TO BID  
SBD 1**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SCMU 02 – 2023/24	CLOSING DATE:	03 November 2023	CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF TRAVEL MANAGEMENT SERVICES TO ECRDA FOR A PERIOD OF TWO YEARS				
<b>BID RESPONSE DOCUMENTS MUST BE SUBMITTED TO:</b>					
ECRDA OFFICES, 3-33 Philip Frame Road, 2 <sup>nd</sup> Floor, Phase 3, Waverley Office Park, Chiselhurst, East London					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr A Langa		CONTACT PERSON	Mrs M Esben	
TELEPHONE NUMBER	043 703 6300		TELEPHONE NUMBER	043 703 6300	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:langaa@ecrda.co.za">langaa@ecrda.co.za</a>		E-MAIL ADDRESS	<a href="mailto:esbenm@ecrda.co.za">esbenm@ecrda.co.za</a>	
<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

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]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES  <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES  <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES  <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES  <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES  <input type="checkbox"/> NO</p> <p>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.</p>			

## PART B

<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, 2017, 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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

### **TERMS AND CONDITIONS FOR BIDDING**

**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 3

The bidder must insert in the spaces provided below a complete list of ALL contracts awarded in its favour for the **rendering of relevant services**. This information shall be deemed to be material to the award of the Contract.

YEAR COMPLETED										
YEAR STARTED										
NATURE OF WORK										
PROJECT MANAGER (NAME & TEL NO)										
EMPLOYER (NAME & TEL NO)										



SIGNED ON BEHALF OF THE BIDDER: .....

**ANNEXURE 4**  
***CV DEMONSTRATING YEARS OF RELEVANT EXPERIENCE***

**BIDDERS MUST ATTACH RELEVANT CV's**

This information shall be deemed to be material to the award of the contract.

ANNEXURE 5  
*Pricing Schedule – Firm Prices*  
SBD 3.1-PROFESSIONAL SERVICES

NAME OF BIDDER: .....

BID NO.:

CLOSING TIME 11:00

CLOSING DATE:

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

**\*\***(ALL APPLICABLE TAXES INCLUDED IN THE RATE PER HOUR)

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

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

Bidders must submit a detailed quotation reflecting a total amount for rendering required services.

1. Period required for commencement with project after acceptance of bid.....
2. Period required for completion of the project .....
3. Are the rates quoted firm for the full period of contract? **(Please tick on the appropriate box)**

Yes

No

**ANNEXURE 6**  
**SBD 4**  
**DECLARATION OF INTEREST**

**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 State institution

<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.

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

---

<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.

formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

**ANNEXURE 7**  
**PREFERENCE POINTS CLAIM FORM**  
**SBD 6.1**

**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 specific goals.

**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**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **90/10 or 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) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals 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:

80/20 or 90/10

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

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

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

### POINTS AWARDED FOR PRICE

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

80/20                      or                      90/10

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

Where

$P_s$	=	Points scored for price of tender under consideration
$P_t$	=	Price of tender under consideration
$P_{max}$	=	Price of highest acceptable tender

### POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the 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:

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—



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

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 specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals 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 specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race (black ownership)	N/A	10	N/A	
Gender (female ownership)	N/A	5	N/A	
Disability	N/A	5	N/A	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

Company registration number: .....

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]

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

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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;

If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

disqualify the person from the tendering process;

recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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;

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

forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

ANNEXURE 8  
*CONTRACT FORM – RENDERING OF SERVICES*  
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 fulfillment 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 .....

DATE: .....

CONTRACT FORM - RENDERING OF SERVICES

*PART 2 (TO BE FILLED IN BY THE PURCHASER)*

1. 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).
2. An official order indicating service delivery instructions is forthcoming.
3. 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 CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
				N/A

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

ANNEXURE 9  
*GENERAL CONDITIONS OF CONTRACT*

SECTION G

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT



## NOTES

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
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18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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

conditions of the contract or order, the 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 ancillaries 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 documents contract and information; inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the

bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

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

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



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

## **15. Warranty**

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

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

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

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

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract;  
or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for 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 about or arising out of the **contract**, the parties shall make every effort to resolve amicably such **dispute** or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute **or** difference by such mutual consultation, then either the purchaser or **the** supplier may give notice to the other party of his intention to **commence** with mediation. No mediation in respect of this matter may **be** commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it **may** be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules **of** procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations **under** the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

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

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

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the 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 Programme (NIP)**

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.

General Conditions of Contract (revised July 2010)

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder