



INVITATION TO BID

BID NUMBER: SANAS/TRAVEL/2021-22/02

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF TRAVEL MANAGEMENT SERVICES AT SANAS FOR A PERIOD OF THREE (03) YEARS.

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF TRAVEL MANAGEMENT SERVICES AT SANAS FOR A PERIOD OF THREE (03) YEARS.	
ISSUED BY:	South African National Accreditation Systems: Supply Chain
ADVERTISEMENT DATE:	21 January 2022
CLOSING TIME AND TIME:	21 February 2022
TENDER DOCUMENTS:	Not for sale. Copies of the bid documents are obtainable from SANAS website and on the e-Tender portal of the National Treasury website, www.etenders.gov.za
BID VALIDITY PERIOD:	90 business working days from closing date. Bidders are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Bidder(s), the validity of the successful Bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.
SUBMISSION OF BIDS	Sealed bids clearly stating the name of this bid and number must reach the offices of the SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM, located at Libertas Office Park, Cnr Libertas and Highway Streets, Equestria, Pretoria, 0184, before 11:00 on 21 February 2022 Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals.

	The tender box will only be available for the depositing of proposals between 08:00 and 16:30 Mondays to Fridays excluding public holidays. Please note that this RFP closes punctually at 11:00 on 21 February 2022. No late submissions will be considered under any circumstances. The SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEMS shall not disclose any details pertaining to the responses received, to any other participant(s), as this is regarded as confidential information. Envelopes must not contain documents relating to any RFP other than the one referred to in this RFP. The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised. ❖ <i>NB!! bidders will be prequalified on the following criteria:</i> - <i>Bidders who have a minimum B-BBEE status level of 3 (that is, bidders who have a B-BBEE status level of 1 – 3);</i> ❖ <i>On the last page of this terms of reference, the bidder needs to declare and indicate that they have read and understood the document in full; <u>and</u></i> ❖ <i>Faxed, emailed bids will not be accepted, only one (1) hard copy (containing 2 envelopes / folders containing the original Technical proposal and financial proposal) and one (1) USB stick containing all original proposals will be accepted once delivered to the SANAS premises before the closing date / time.</i>
CONTACT PERSON:	Zanele Ngwenya
TELEPHONE:	(012) 740 8535
E-MAIL:	zanelen@sanas.co.za

THE FOLLOWING PARTICULARS MUST BE FURNISHED

BIDDING STRUCTURE

Indicate the type of Bidding/Bidding Structure by marking with an 'X'	
Individual Bidder	
Joint Venture	
Consortium	
With Sub-Contractors	

Other	
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If Individual:	
Name of Bidder	
CSD MAAA number	
Tax reference number and PIN	
ID number	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
CSD MAAA number	
Tax reference number and PIN	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

HAS A TAX COMPLIANT STATUS REPORT BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS	
YES	NO

PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER	
Indicate the Type of Company	

SIGNATURE OF BIDDER:

..... DATE:

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....
INITIALS AND SURNAME

NOTICE TO BIDDERS

This tender is issued in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), the Preferential Procurement Regulations, 2017 (PPR), Supply Chain Management Regulations issued by the National Treasury and BBBEE Act.

Parties that wish to submit proposals are required to indicate that they are willing to accept the General Conditions and Procedures of the SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM.

On the last page of this document the bidder needs to declare and indicate that they have read and understood the document in full.

Faxed, emailed bids will not be accepted, only hand delivered, and couriered proposals will be accepted. **One (1) hard copy (containing 2 envelopes / folders containing the original Technical proposal and Financial proposal) and one (1) USB stick containing all original documents and will be accepted once delivered to the SANAS premises before the closing date / time.**

TERMS OF REFERENCE

1. PURPOSE

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

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

2. OVERVIEW OF SANAS

The South African National Accreditation System (SANAS), a schedule 3A public entity established in terms of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006 and a member of the Department of Trade, Industry and Competition “**the dtic**” COTII. SANAS is responsible for promoting accreditation aimed at facilitating international trade and the enhancement of South Africa’s economic performance.

SANAS currently provides accreditation services to more than 1800 accredited organisations which consist of Calibration, Testing, Verification, Medical, Veterinary, Pharmaceutical, Forensic and Blood Transfusion Laboratories, Inspection Bodies and Certification Bodies. In addition to our accredited organisations, we have numerous applicants in the process of obtaining accreditation.

3. OBJECTIVES

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

- a) Provide SANAS with travel management services that are consistent, reliable and will maintain a high level of traveller satisfaction in line with service levels;
- b) Provide SANAS with a dedicated key account manager that is suitably qualified for the duration of the contract.
- c) Achieve significant cost savings for SANAS without any degradation in the service;

- d) Contain SANAS' risk and traveller risk.

3.1 DEFINITIONS

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

After-hours service refers to an enquiry or travel request that is actioned after normal working hours, i.e. 17h00 to 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.

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

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

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

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

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

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

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

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 Public Entity 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 Public Entity official, consultant or contractor travelling on official business on behalf of Public Entity.

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.

4. SCOPE OF SERVICES REQUIRED

4.1 GENERAL

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

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

- b. The travel services will be provided to all Travellers travelling on behalf of SANAS, locally and internationally. This will include employees and contractors, consultants and clients where the agreement is that SANAS is responsible for the arrangement and cost of travel.
- c. Provide travel management services during normal office hours (Monday to Friday 8h00 – 17h00) and provide after hours and emergency services.
- d. Familiarisation with current SANAS travel business processes.
- e. Familiarisation with current travel suppliers and negotiated agreements that are in place between SANAS and third parties. Assist with further negotiations for better deals with travel service providers.
- f. Familiarisation with current SANAS Travel Policy and implementations of controls to ensure compliance.
- g. 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.
- h. Provide a facility for SANAS to update their travellers' profiles.
- i. Manage the third-party service providers by addressing service failures and complaints against these service providers.
- j. Consolidate all invoices from travel suppliers.

4.1.1 Technology, Management Information and Reporting

- a. 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.
- b. The implementation of an Online Booking Tool to facilitate domestic bookings should be considered to optimise the services and related fees.
- c. Reports detailing all expenses incurred per month for all transactions processed. The report shall be provided to SANAS monthly on the first day of each month for expense incurred the previous month.
- d. The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- e. All management information and data input must be accurate.
- f. The TMC will be required to provide the SANAS 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>

- g. Reports must be accurate and be provided as per SANAS' 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).
- h. SANAS may request the TMC to provide additional management reports.
- i. Reports must be available in an electronic format for example Microsoft Excel.
- j. Service Level Agreements reports must be provided on the agreed date. It will include but will not be limited to the following:
 - i. Travel
 - a) After hours' Report;
 - b) Compliments and complaints;
 - c) Consultant Productivity Report;
 - d) Long term accommodation and car rental;
 - e) Extension of business travel to include leisure;
 - f) Bookings outside Travel Policy.
 - ii. Finance
 - a) Reconciliation of commissions/rebates or any volume driven incentives;
 - b) Creditor's ageing report;
 - c) Creditor's summary payments;
 - d) Daily invoices;
 - e) No show report;
 - f) Cancellation report;
 - g) Receipt delivery report;
 - h) Monthly Bank Settlement Plan (BSP) Report;
 - i) Refund Log;
 - j) Open voucher report, and
 - k) Open Age Invoice Analysis.

4.1.2 Communication and Reservations

The Travel Management Company will:

- a. be requested to conduct workshops and training sessions for Travel Bookers of SANAS.

- b. investigate all enquiries, and prompt feedback be provided in accordance with the Service Level Agreement.
- c. ensure sound communication with all stakeholders. Link the business traveller, travel coordinator, travel management company in one smooth continuous workflow.
- d. 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.
- e. always endeavour to make the most cost-effective travel arrangements based on the request from the traveller and/or travel booker.
- f. 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.
- g. obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- h. book the negotiated discounted fares and rates where possible.
- i. 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.
- j. book parking facilities at the airports where required for the duration of the travel.
- k. respond timely and process all queries, requests, changes, and cancellations timeously and accurately.
- l. Must be able to facilitate group bookings (e.g., for meetings, conferences, events, etc.)
- m. must issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates and times.
- n. advise on all visa requirements and facilitate the process well in advance.
- o. advise the Traveller of all inoculation requirements well in advance.
- p. assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.

- q. facilitate the bookings that are generated through their own or third-party Online Booking Tool (OBT) where it can be implemented.
- r. note that, unless otherwise stated, all cases include domestic, regional, and international travel bookings.
- s. Negotiated airline fares, accommodation establishment rates, car rental rates, etc, that are negotiated directly or established by National Treasury or by SANAS are **non-commissionable**, where commissions are earned for SANAS bookings all these commissions should be returned to SANAS on a quarterly basis.
- t. Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by SANAS.
- u. Timely submission of proof that services have been satisfactorily delivered (invoices) as per SANAS' instructions.

4.1.2. A). Air Travel:

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

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

4.1.2. B) Accommodation:

- a. The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b. The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that is located as close as possible to the venue or office or location or destination of the traveller.
- c. This includes planning, booking, confirming and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with SANAS' travel policy.
- d. SANAS travellers may only stay at accommodation establishments with which SANAS 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 SANAS.
- e. Accommodation vouchers must be issued to all SANAS travellers for accommodation bookings and must be invoiced to SANAS as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- f. The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- g. Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

4.1.2 C) Car Rental and Shuttle Services:

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

- b. The TMC will obtain three price comparisons from Car Rental and Shuttle Services that provide the best available rate within the maximum allowable rates.
- c. The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- d. 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.
- e. For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses and transfers.
- f. The TMC will book transfers in line with the SANAS Travel Policy with the appointed and/or alternative service providers. Transfers can also include bus and coach services.
- g. The TMC should manage shuttle companies on behalf of the SANAS and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- h. The TMC must during their report period provide proof that negotiated rates were booked, where applicable.

4.1.2 D) After Hours and Emergency Services:

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

4.1.3 Financial Management

- a. The TMC must implement the rates negotiated by SANAS with travel service providers or the discounted air fares, or up to maximum allowable rates allowable rates established by the National Treasury where applicable.
- b. The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented to SANAS for payment within the agreed time period.
- c. Enable savings on total annual travel expenditure and this must be reported, and proof provided during monthly and quarterly reviews.
- d. The TMC will be required to offer a **30-day bill-back** account facility to institutions. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices SANAS for the services rendered.
- e. Where pre-payments are required for smaller Bed & Breakfast /Guest House facilities, these will be processed by the TMC. These are occasionally required at short notice and even for same day bookings.
- f. Consolidate Travel Supplier bill-back invoices.
- g. The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to SANAS' Financial Department on the agreed time period (e.g., weekly). This includes attaching the Travel Authorization or Purchase Order and other supporting documentation to the invoices reflected on the Service provider bill-back report.
- h. Ensure Travel Supplier accounts are settled timeously.

4.1.4 Office Management and Account Management

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

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

4.1.5 Cost Management and Value- Added Services

- a. The National Treasury cost containment initiative and the SANAS' Travel Policy is establishing a basis for a cost savings culture.
- b. It is the obligation of the TMC Consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- c. The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility, and traveller satisfaction.
- d. The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with SANAS' 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.
- e. The TMC must provide the following value-added services:-

- i. Electronic voucher retrieval via web and smart phones.
- ii. SMS notifications for travel confirmations.
- iii. Travel audits.
- iv. Global Travel Risk Management.
- v. VIP services for Executives that include but is not limited to check-in support.

Destination information for regional and international destinations:

- i. Health warnings; travel alerts
- ii. Visa Information; rules and procedure at airports
- iii. Supplier updates; etc.

4.1.6 Quarterly and Annual Travel Reviews

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

4.2 TRAVEL VOLUMES

The current SANAS total volumes per annum includes air travel, accommodation, car hire, forex, conference, etc.

The table below are projections based on the trends for the FY 2019/20 and they may change during the tenure of the contract. This is meant for illustration purposes to assist the bidders to prepare their proposal.

Transaction Type	Estimated Number of Transactions per FY2019/20
Air travel - Domestic	1500
Air Travel - Regional & International	300
Car Rental - Domestic	600
Shuttle / Transfer Services - Domestic	2000
Shuttle / Transfer Service - International	50
Accommodation - Domestic	1500
Accommodation - Regional & International	100
After Hours Services (All)	20
Parking	20
Insurance	200
Visa and Passport	20

5. REQUIRED SUBMISSION CONTENT

Bidders are expected to structure their proposals in line with the following format:

5.1 Proposal Submission Format

Please submit each copy of your proposal in the following format:

a) Title Page:

Showing RFP title, Supplier's name and address, closing date and time, and Supplier's contact person and telephone number.

b) Proposal:

Include ALL information requested in Section 3 and 4 of the RFP.

c) Appendices:

- i. Company Profile with proven experience of Travel Management Services

5.2 Name and Address of Bidder

The corporate name, street address, mailing address, telephone number and e-mail address of the Supplier's company, and any branch locations or affiliates that may be applicable.

5.3 Bidder's Overview

An overview of the Bidder's company including its size, years in existence, and an outline of the relevant experience in the area listed in this RFP.

5.4 Bidder's Contract Administrator/Bidder's Contacts

The name of an individual who would be responsible for assigning and supervising services provided to SANAS pursuant to any agreements entered into following this RFP process.

5.5 Associates, Employees, Contractors of Firm

A list of partners, associates, other employees and any anticipated contractors who might be assigned or engaged to provide services to SANAS, the types of services that they might be involved in, and their specific qualifications and experience as they relate to those services.

6. PROPOSAL REQUIREMENTS (SUBMISSION OF PROPOSAL)

NB: Failure to adhere to the below submission requirements could result in the disqualification of your bid.

Service providers must submit their responses in accordance with the response format specified:

- a) The technical proposal must be submitted in the prescribed format. Standard bidding documents and terms of reference should be filled in ink (**not re-typed**).
- b) Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals and same information.
- c) Service providers are required to use the two-envelope system, whereby the technical proposal and the pricing will be placed in two separate envelopes, labelled Technical and Financial proposal.
- d) Bidders to ensure that the company name appears on the **pricing schedule i.e. (SBD 3.3)**.
- e) Bidders are required to submit their International Air Transport Association (IATA) / Association of South Africa Travel Agency license/ certificate.
- f) Bidders must ensure that all SBD forms are completed in full, signed, initialed where required.
- g) Bidders to include supplier number (MAAA number) and unique code from National Treasury as proof that the supplier is registered on CSD).
- h) All quotations/price proposals must be valid for the duration of the tender process.
- i) Cover Page: (the cover page must clearly indicate the bid reference number, description and the service provider name).
- j) The service provider must demonstrate their reputation, knowledge and expertise in line with the terms of reference.

- k) The name of an individual who would be responsible for assigning and supervising services provided to SANAS pursuant to any agreements entered into following this RFP process.
- l) The Bidder is required to confirm that it will hold its proposal valid for 90 days from the closing date of the submission of proposals during which time it will maintain without change the personnel proposed for the services together with their proposed rates.
- m) A Joint Venture agreement signed by all parties in case of a Joint Venture / Consortium submission (if applicable),
- n) A valid B-BBEE certificate or sworn affidavit (the sworn affidavit must indicate the full date i.e., day, month and year of the financial year period e.g., 31 March 2021).
- o) A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate. Bidders that do not meet the pre-qualification criteria stipulated will be disqualified from further evaluation.
- p) Valid tax compliance status report with PIN
- q) Fully completed and duly signed Standard Bidding Documents (SBD) Forms documents supplied with these Terms of Reference
- r) All Prices must include VAT.

7. NOTES TO BIDDERS

- a. SANAS will not be liable to reimburse any costs incurred by the bidder during the bidding process.
- b. SANAS will establish a Bid Evaluation Committee to review all the responses received.
- c. Bid Evaluation Committee will carry out evaluation of bidders. The SCM will, if necessary, contact bidders to seek clarification of any aspect of the bid.
- d. Bidder acknowledges that the responsibility for a working solution lies solely with them, not with the SANAS, and that any additional costs over and above the RFP amount required to arrive at a working solution (i.e. a non-compliant or incomplete solution was offered) will be for the account of the bidder.
- e. Bidders who have a minimum B-BBEE status level of 3 (that is, bidders who have a B-BBEE status level of 1 – 3).
- f. Bid documents should be presented to the SANAS marked “Provision of Travel Management Service on behalf of SANAS over a period of five years.”
- g. The bidder must provide a detailed cost break-down per annum, regarding the work to be undertaken for the full duration of this project. The total cost per annum must include the number of days and must be captured in paragraph 5 of the SBD 3.3.

- h. The total cost for the three (03) years must be captured under paragraph 2 of the SBD 3.3 and SBD 1
- i. The Bidder must ensure that the full company name appears on the SBD 3.3.
- j. Bidder commits to implement and follow all contract conditions and specifications as agreed to in the contract. This includes all technical and solution requirements listed in the bid document, including up-to-date technical specifications.
- k. All services, features must be listed as standard (included in the price) under 3.1 must be the minimum RFP requirements in the bid specification.
- l. Service providers should disclose subcontractors partaking in this contract and submit evidence of the relevant expertise. The subcontractors partaking in the actual implementation must be the same as in the tender proposal.
- m. SANAS will not be liable to reimburse any costs incurred by the bidder during the bidding process.
- n. Evaluation of bidders will be carried out by a Bid Evaluation Committee. The SCM will, if necessary, contact bidders to seek clarification of any aspect of the bid.
- o. Bidders should identify any work they are currently carrying out or completing which could cause a conflict of interest and indicate how such conflict could be avoided.
- p. CSD report or supplier number (MAAA number) from National Treasury as proof that the supplier is registered on CSD).
- q. Attach B-BBEE certificate or affidavit

8. Evaluation Process of Bids Received - The evaluation of proposal will be done in four (04) Stages.

8.1 Stage 1: Prequalification Criteria.

- a) To advance designated groups on the basis of B-BBEE Status Level of contributor, bidders will be prequalified on the basis of their B-BBEE Status of Level 1, Level 2 and Level 3 contributor. A valid B-BBEE certificate or affidavit (the affidavit must indicate the full date i.e., day, month, and year of the financial year period e.g., 31 March 2021), must be submitted.
- b) A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate, must be submitted.
- c) Bidders that do not meet the pre-qualification criteria stipulated will be disqualified from further evaluation.

8.2 Stage 2: Submission of all administrative compliance documentation-The evaluation of the administrative compliance requirements is indicated below. Failure to comply, may lead to disqualification.

- a) All proposals received will be examined to determine compliance with RFP requirements and conditions (completion and attachment of compulsory documents). Proposal with obvious deviations from the requirements/conditions will be disqualified from the evaluation process.
- b) Fully completed and duly signed SBD forms, , must be submitted.
- c) Bidders (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). Bidders must ensure that they are registered on the CSD before submitting the bid.
- d) Valid tax compliant status report with PIN, must be submitted.

8.3 Stage 3: Stage 3: Mandatory evaluation

- (a) Bidders must submit the following mandatory document:
 - ❖ International Air Transport Association (IATA) / Association of South Africa Travel Agency license/ certificate.
 - ❖ Travel Agency (ASATA) (certified copy).
 - ❖ **Failure to submit the above document will lead to immediate disqualification.**

8.4 Stage 4: Evaluation of Proposal: Functionality Requirements

- a) The evaluation of the functional requirements are as follows:
 - ❖ Bidders must attain a minimum of 75 points out of 100 points or more to proceed to the next stage which is Price and BBBEE evaluation. Wherein 80/20 preference Point Systems will be used as follows: 80 points for price and 20 points for B-BBEE status of contribution
 - ❖ Only Bidders that have complied to the mandatory requirements on (Stage 3) will be evaluated on functionality.
 - ❖ All bidders are required to respond to the technical evaluation criteria scorecard. Refer to Annexure A1 for detailed information.
 - ❖ The Bidder's information will be scored according to the following points system:

8.5 Functionality Criteria (Stage 04)

Suitable service provider must demonstrate capacity and capability to execute this project by complying with the functionality criteria Table below:

Evaluation Criteria for Functionality is as Follows:

Table 1: STAGE 4 - Functionality Criteria

Functionality	Maximum Points Achievable	Minimum Threshold
Technical Evaluation Details found in Annexure A1 – Technical Scorecard	100	75

8.6 Stage 5: Evaluation of Price and B-BBEE

Only bidders who score 75 points in Phase 04 above will be considered for the price and points evaluation. Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulations which stipulate 80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)].

To score points for preference (BBBEE) bidders must submit a valid BBBEE certificate or affidavit. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.

Step 1: Calculation of points for price

- Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference point system, as contemplated in the Preferential Procurement Policy Framework Act 5 of 2000. The formulae to be used in calculating points scored for price is as follows:

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

Where

P_s = Points scored for comparative price of bid or offer under consideration

P_t = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

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

Step 2: Calculation of points for B-BBEE status level of contributor

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

8.7 THE FINANCIAL PROPOSAL

- (a) The total cost must be VAT inclusive and should be quoted using the South African currency (i.e. Rand) and must be aligned with the project activities/project phases.
- (b) SANAS requires bidders to propose a pricing model based on a transactional fee model:
 - ❖ 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.
- (c) It is important for bidder to note the following when determining pricing:
 - ❖ National Treasury has negotiated non-commissionable fares and rates with various airline carriers and other service providers;
 - ❖ No override commission earned through SANAS reservations will be paid to the TMC;
- (d) Transparency will apply and any commission earned through SANAS volumes will be re-imbursed to SANAS.
- (e) TMC are to book these negotiated rates or the best fare available, whichever is the most cost effective for SANAS.
- (f) Transactional fee pricing model in Annexure A2 to be completed and submitted together with the financial proposal.

8.8 SUBCONTRACTING

- (a) A bidder awarded a contract may only enter into a subcontracting arrangement with the approval of SANAS.
- (b) A bidder awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

8.9 JOINT VENTURES, CONSORTIUMS AND TRUSTS

- (a) A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their valid B-BBEE status level certificate.
- (b) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- (c) Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SANAS will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- (d) 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, with the power of attorney/resolution letter to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

8.10 LEGAL IMPLICATIONS

- (a) It is a requirement that the successful bidder will enter into a service level agreement (SLA) with SANAS.

8.11 COMMUNICATION

(a) The communication between SANAS and bidders is permitted prior to the closing date of the tender, such communication including queries and responses will be uploaded daily on the SANAS website in the procurement section, if required.

8.12 LATE BIDS

(a) Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted and where applicable, be returned unopened to the bidder.

8.13 PAYMENT TERMS

SANAS undertakes to pay valid invoices in full within 30 (thirty) days from receipt of invoices for work done to its satisfaction. No payment will be made where there is outstanding information not submitted by the supplier. No upfront payment to a successful service provider will be made. Payment will only be made in accordance to the delivery of service that will be agreed upon by both parties and upon receipt of an original invoice.

8.14 DURATION

The Service Provider will be appointed for a period of three (3) Years subject to annual reviews.

8.15 TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is an absolute requirement that the taxes of the successful bidder MUST be in order, or that suitable arrangements must have been made with SARS. **Bids received with a non-compliant status will be disqualified when they fail to update the Tax Status within 7 days.** Bidders are required to supply a valid Tax Compliance Status (TCS) PIN for verification purposes.

8.16 QUALITY ASSURANCE REVIEWS OF WORK

The successful bidder shall ensure that all work conforms to a signed Service Level Agreement.

8.17 AUTHORISED DELEGATE(S)

Nothing as stipulated in these terms of reference may be amended without the written confirmation of SANAS.

8.18 FRONTING

- (a) SANAS supports the spirit of broad based black economic empowerment (B-BBEE), 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. It is therefore against this background SANAS condemns any form of fronting.
- (b) Should you be suspected to be fronting, you will be disqualified. SANAS will consult specialist for assistance in this regard.

8.19 RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

- a) Service providers shall submit their responses in accordance with the response format specified:
- b) The proposal must be submitted in the prescribed format. Standard bidding documents attached with terms of reference should be filled in (**not re-typed**).
- c) Tender document shall be submitted as one (1) hard copy (containing 2 envelopes / folders containing the original technical proposal and financial proposal) and one (1) USB stick containing all original proposals
- d) Service providers are required to use the two-envelope system, whereby the Technical proposal and the Financial proposal (**in the financial proposal includes the contract price**) be placed in two separate envelopes.
- e) Cover Page: (the cover page must clearly indicate the bid reference number, description and the service provider name)
- f) **BID DOCUMENTS CHECKLIST AND DECLARATION:** The contents of the bid/tender document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider. The original proposal and a USB / CD containing an electronic copy **MUST** contain the same tender document including pricing.

Bidders hereby indemnify that the submission in the hard copy, USB includes all the documents listed below, please complete the checklist below to verify your submission of the relevant documents:

TECHNICAL PROPOSAL) – ENVELOPE 1

Original proposal and electronic copy on a USB.

SCHEDULES	DESCRIPTION		
Schedule 1	Bidding Documents as follows:	COMPULSORY	Submitted – Indicate YES or NO
❖	General Condition of Contracts (all pages initialed).	X	
❖	Original or Certified Copies of Company registration documents.	X	
❖	Certified ID Copies of Company Directors/ Partners / Trustees(whichever is applicable).	X	
❖	Share certificates	X	
❖	Registered on Central Suppliers database (CSD) of National Treasury. (For registration information, go to https://secure.csd.gov.za)	X	
❖	Copy of CSD report OR MAAA Number as proof of CSD Registration.		
❖	B-BBEE certificate / B-BBEE sworn affidavit	X	
❖	Tax compliant status report (with (PIN)		
Schedule 2	Fully completed and duly signed SBD forms	COMPULSORY	Submitted – Indicate YES or NO
❖	SBD 1 Invitation to Bid	X	
❖	SBD 4 Declaration of Interest.	X	
❖	SBD 6.1 Preference Points Claim Form.	X	

❖ SBD 7.2 Contract Form (to be completed in duplicate).	X	
❖ SBD 8 Declaration of Bidder's past supply chain management practices.	X	
❖ SBD 9 Independent Bid Determination Certification.	X	
Schedule 3 Technical Proposal/methodology (including all relevant information per evaluation matrix and scope of services, including but not limited to:	COMPULSORY	Submitted – Indicate YES or NO
❖ Bidders Company Profile.	X	
❖ Technical responses, supporting documents for technical evaluation. (Refer to section 7.2 – Stage 1: Technical Evaluation Criteria and Annexure A1 – Technical Evaluation Scorecard) ❖ Annexure A1 to be completed and submitted together with the technical proposal. ❖ International Air Transport Association (IATA) license /certificate / Association of South Africa ❖ Travel Agency (ASATA) (certified copy). NOTE: Where a bidding company is using a 3rd party license or certificate, proof of the agreement must be attached.	X	
❖ Travel Agency (ASATA) (certified copy). ❖	X	
❖ This bid is for 3 years subscription for the above licenses only	X	
❖ International Air Transport Association (IATA) / Association of South Africa Travel Agency license/ certificate.	X	
❖ The bidder must specify the delivery timeframe on the bid document. The bidder must commit to have the licences	X	

registered and active with Microsoft by latest 1st April 2022.		
❖ Terms of references (all pages initialed)	X	
(FINANCIAL PROPOSAL) – ENVELOPE 2 Original proposal and a disk containing an electronic copy on a USB / CD.		
Schedule 7 Financial proposal	COMPULSORY	Submitted – Indicate YES or NO
❖ SBD 3.3 Pricing Schedule including proposed total cost of the project (where applicable).	X	
❖ Transactional fee pricing model in Annexure A2 to be completed and submitted together with the financial proposal. ❖ Annexure A2 –Transactional fee Pricing Model)	X	

9. DISCLAIMER

SANAS reserves the right not to appoint a service provider. SANAS reserves the right to:

- Award the contract or any part thereof to one or more service providers.
- Reject all bids.
- Decline to consider any bids that do not conform to any aspect of the bidding process.
- Request further information from any service provider after the closing date, for clarity purposes.
- Cancel this bid or any part thereof at any time.

10. ENQUIRIES

All communication and attempts to solicit information of any kind relative to this Request for Proposal (RFP) should be channeled in writing to:

Name: Zanele Ngwenya

Telephone Number: Office: 012 740 8535
Email address: ZaneleN@sanas.co.za

I, the undersigned (full name)

.....
Certify that over and above the table above, the information provided is true and correct, and understood the above document in full.

SIGNATURE

Date

Name of Bidder.....

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SANAS/TRAVEL/2021-22/02	CLOSING DATE:	21 FEBRUARY 2022	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF TRAVEL MANAGEMENT SERVICES AT SANAS FOR A PERIOD OF THREE (03) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
LIBERTAS OFFICE PARK					
305 Highway Street, Cnr Libertas and Highway Streets					
Equestria					
0184					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]		
3 SIGNATURE OF BIDDER	.....	4 DATE			
5 CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
6 TOTAL NUMBER OF ITEMS OFFERED		7 TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY	PROCUREMENT	CONTACT PERSON	RAESIBE MAKGATI		
CONTACT PERSON	RAESIBE MAKGATI	TELEPHONE NUMBER	012 740 8535		
TELEPHONE NUMBER	012 740 8535	FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS	Raesibem@sanas.co.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Company: SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM
Contact Person: Zanele Ngwenya
Tel: (012) 740 8535
E-mail address: zanelen@sanas.co.za

PRICING SCHEDULE
(Professional Services)

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
	.....	R.....	 days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....
	.....	.....	..... R.....

TOTAL: R.....

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –
 (INSERT NAME AND ADDRESS OF DEPARTMENT/ENTIT)

For technical information –

(Zanele Ngwenya)

Tel: 012 740 8535

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
 Name of state institution at which you or the person
 connected to the bidder is employed :
 Position occupied in the state institution:

Any other particulars:

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

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

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

.....

.....
.....

3 Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

3.1.1.1

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Any QSE		
---------	--	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of
company/firm:.....
VAT registration
number:.....
Company registration
number:.....

8.1 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.2 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.3 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the

purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

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 numberdated.....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 CONTRIBUTI ON	MINIMUM THRESHOLD FOR LOCAL PRODUCTIO N AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

1 **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

SBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

K2

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....	
Signature	Date
.....	
Position	Name of Bidder

General Conditions of Contract

1. Definitions

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

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

2. Application

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

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

33. National Industrial Participation (NIP) Programme

34 Prohibition of Restrictive practices

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

34.1 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.

3.4.3 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.